



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, May 23, 2017**

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

Mayor's Election Proclamation

PRESENTATIONS

Swimming for Life

Navy Sea Cadet Program Update

Fiscal Year 2016 Annual Financial Report

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Surplus Property

Consider request to declare end of life inventory as surplus from the Information Technology department and dispose of in accordance with the Purchasing Policy.

Item No. 2 - Force Main Easement Agreement

Consider approval of the purchase of an easement located at 1040 12th Street at Lift Station 5 to make improvements to the lift station force main.

Item No. 3 - Grant Agreement

Consider approval of grant agreement with the State of Florida Department of Environmental Protection Land and Water Conservation Fund in the amount of \$200,000 for the Victory Pointe Project.

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Item No. 4 - Resolution No. 2017-24
Florida Division of Cultural Affairs Cultural Facilities

Consider approval of resolution allowing the City to apply for the Florida Division of Cultural Affairs Cultural Facilities Grant Program for the City Hall Park Plaza project in the amount of \$500,000.00.

NEW BUSINESS

Item No. 5 - Resolution No. 2017-21
The Barn Brewery Conditional Use Permit

Consider conditional use permit request to allow for a building over 3,000 square feet in the Central Business District for property located at 750 W. Desoto Street.

Item No. 6 - Variance Request
Barn Brewery

Consider variance request to allow for a reduction in parking requirement for property located at 750 W. Desoto Street.

Item No. 7 - Variance Request
Lot 11 Indian Shores

Consider variance request to allow for a 25-foot front-yard setback rather than the 35 feet required for vacant property located on Shorecrest Circle, Lot 11 in Indian Shores subdivision.

Item No. 8 - Waterfront Park Concession & Rental Services

Consider request to contract with Clermont Water Front Bikes and Boards, Inc. for Waterfront Park concession & rental services.

Item No. 9 - Fee Reduction Request
PFX Athletics - 2017 Spring Games

Consider request from PFX Athletics for fee reduction.

Item No. 10 - Ordinance No. 2017-24 *Introduction*
The Vue

Consider request to amend the Planned Unit Development zoning by eliminating the apartments use for property located south of Highway 50, north of Hooks Street and west of Miss Florida Avenue.

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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.

City of Clermont

Mayor's Proclamation

The General Election of the City of Clermont shall be held on the 7th day of November, 2017, between the hours of 7:00 a.m. and 7:00 p.m. Eastern Standard Time at the Clermont City Center, 620 W. Montrose Street; Kings Ridge Clubhouse, 1900 Kings Ridge Boulevard; Legends Clubhouse, 1690 Legendary Boulevard; Cooper Memorial Library, 2525 Oakley Seaver Drive; Family Christian Center, 2500 S. US Hwy. 27, Summit Greens Clubhouse, 1190 Summit Greens Boulevard; Heritage Hills Clubhouse, 3195 Heritage Hills Boulevard; Clermont Arts and Recreation Center, 3700 S. US Hwy 27; and Clermont Baptist Church, 16115 Old Highway 50. The purpose of this election is to elect:

City Council Member Seat 2 (Two Year Term)

City Council Member Seat 4 (Two Year Term)

A primary election will be held on the 29th day of August, 2017, if there are more than two candidates who qualify for any one of the above seats.

Election Qualifying begins on Monday, June 19, 2017 at 12:00p.m.
(Noon) and closes on Friday, June 23, 2016 at 12:00p.m. (Noon)

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed on this 23rd day of May 2017.

Mayor Gail L. Ash

ATTEST:

Tracy Ackroyd Howe, City Clerk

**AGENDA ITEM**

Meeting Date																													
Tuesday, May 23, 2017																													
Agenda Item Name																													
Surplus Property																													
Requested Action																													
Recommend approval of request to declare end of life inventory as surplus from the Information Technology Department.																													
Staff Report																													
The Purchasing Department, on behalf of the Information Technology Department recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. Information Technology Department <table><tr><td>Qty:</td><td>Property Description</td></tr><tr><td>(38)</td><td>Dell Optiplex Towers</td></tr><tr><td>(4)</td><td>Dell Latitude Laptops</td></tr><tr><td>(20)</td><td>Outdated / Obsolete Desktop RAM</td></tr><tr><td>(9)</td><td>Outdated / Obsolete Laptop RAM</td></tr><tr><td>(56)</td><td>Disabled / Wiped Desktop and Laptop Hard Drives</td></tr><tr><td>(5)</td><td>Outdated / Obsolete WatchGuard Routers</td></tr><tr><td>(7)</td><td>Damaged / Obsolete Video Cards</td></tr><tr><td>(11)</td><td>Old Toner Cartridges for printers no longer in City inventory</td></tr><tr><td>(6)</td><td>Obsolete or broken Video Displays</td></tr><tr><td>(1)</td><td>Obsolete Xerox Printer, not covered by Copytronics</td></tr><tr><td>(1)</td><td>HP LaserJet 1300n Printer Copytronic DM#108</td></tr><tr><td>(14)</td><td>Assorted UPS batteries</td></tr><tr><td>(1)</td><td>Model 620 UPS, non-functioning</td></tr></table> The above mentioned non-salvageable equipment will be disposed through an electronic recycling company.		Qty:	Property Description	(38)	Dell Optiplex Towers	(4)	Dell Latitude Laptops	(20)	Outdated / Obsolete Desktop RAM	(9)	Outdated / Obsolete Laptop RAM	(56)	Disabled / Wiped Desktop and Laptop Hard Drives	(5)	Outdated / Obsolete WatchGuard Routers	(7)	Damaged / Obsolete Video Cards	(11)	Old Toner Cartridges for printers no longer in City inventory	(6)	Obsolete or broken Video Displays	(1)	Obsolete Xerox Printer, not covered by Copytronics	(1)	HP LaserJet 1300n Printer Copytronic DM#108	(14)	Assorted UPS batteries	(1)	Model 620 UPS, non-functioning
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(1)	Model 620 UPS, non-functioning																												
Additional Analysis																													

Fiscal Impact Summary		
Surplus property will be picked up by an electronic recycling company under contract.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Information Technology Department Property Disposal Form	Information Technolog Department Property Disposal Form.pdf	

IT List of Equipment for Disposal –May 2017

Dell Optiplex towers:

D549CD1	JZKYBB1	3549CD1
4V2HVC1	5MZ65B1	B449CD1
DQ2HVC1	JQ2HVC1	DH84CD1
7649CD1	8PKJFG1	4R2HVC1
6Q2HVC1	G6SMLG1	GMGQ3M1
DS2HVC1	HR2HVC1	6CYJQF1
8549CD1	HP2HVC1	G449CD1
GT2HVC1	GLZ65B1	9J84CD1
9CYJQF1	HJ84CD1	H403QG1
BH8MNM1	1KY4JK1	3449CD1
4K84CD1	3J84CD1	1449CD1
GBQS8Y1	8CYJQF1	BR2HVC1
39XVBB1	8T2HVC1	

Dell Latitude Laptops:

LT-F0D5MD1

LT-CWHWRY1

LT-J9CKVZ1

LT-FTQK7W1

20 pcs of outdated/obsolete desktop RAM

9 pcs of outdated/obsolete laptop RAM

56 disabled/wiped desktop and laptop hard drives

5 outdated/obsolete WatchGuard routers

7 damaged /obsolete video cards

11 old toner cartridges for printers no longer in city inventory

6 obsolete or broken video displays



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 23, 2017		
Agenda Item Name		
Force Main Easement Agreement		
Requested Action		
Recommend approval of easement purchase.		
Staff Report		
City of Clermont is requesting the purchase of an easement located at 1040 12th Street to be able to do improvements to Lift Station 5. These improvements have been approved in the Fiscal Year budget.		
Additional Analysis		
Fiscal Impact Summary		
Purchase from Homeowner for \$10.00		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$10.00	42535-66321 - Lift Station Improvements	\$200,000.00
Exhibits Attached (copies of original agreements)		
1. Easement	Easement Approval.pdf	

PUBLIC UTILITY EASEMENT

THIS EASEMENT made _____, 2017,

between WILLIAM S. & VICKI O. THOMAS, whose interest is fee simple, of Lake County, Florida, herein referred to as GRANTOR, and the CITY OF CLERMONT, a Florida Municipal Corporation, 685 W. Montrose Street, Clermont, Florida, herein referred to as GRANTEE;

For recording use only

GRANTOR, in consideration of TEN DOLLARS (\$10.00), and other valuable consideration to GRANTOR paid by GRANTEES, receipt of which is acknowledged, does hereby grant an EASEMENT IN GROSS to GRANTEES forever, to have and to hold for all public uses traditionally made of a PUBLIC UTILITY EASEMENT, including, but not limited to, installation of public utility systems including water, sewer, drainage, and electric, and the right of ingress and egress to construct, maintain, repair and replace facilities necessary for said purpose; over, under, above and through the following described lands in Lake County, Florida, to-wit:

Parcel I.D. No. 242225010013700400

Alt Key No.: 1615933

Easement Area: 413 +/- sq feet

Property Address: 1040 12TH St., Clermont, FL

As more particularly described in Exhibit "A" attached hereto and incorporated herein.

Further, GRANTOR acknowledges and agrees that in the event GRANTOR requires the relocation of any utility systems installed by GRANTEES pursuant to this easement, said relocation shall be at the sole expense of GRANTOR and completed so as to not unreasonably interrupt the use of the utility system by GRANTEES.

Reserving to the GRANTOR all rights not inconsistent with said easement, including reversion upon release.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hands and seal the day and year first above written.

signed, sealed and delivered
in the presence of:

By: William S. Thomas
WILLIAM S. THOMAS

Pamela Sue Eddy
Pamela S. Eddy

(Print Name) William S. Thomas

Lisa Haynes
(Print Name) Lisa Haynes

SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED ON PAGE 2

For recording use only

signed, sealed and delivered
in the presence of:

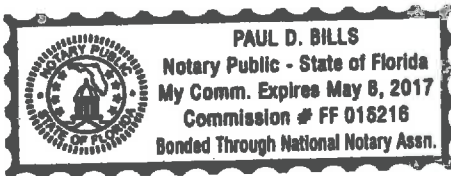
By: Vicki O. Thomas
VICKI O. THOMAS

Pamela S. Eddy
(Print Name) Pamela S. Eddy
Lisa Haynes
(Print Name) Lisa Haynes

STATE OF FLORIDA

COUNTY OF LAKE

On April 21, 2017, the foregoing instrument was acknowledged before me by WILLIAM S. THOMAS & VICKI O. THOMAS, who have produced Drivers Licenses as identification or are personally known to me.



Paul D. Bills
Notary Public (Signature)
Paul D. Bills
Notary Public (Typed, Printed, or Stamped)

ACCEPTED BY the City of Clermont by action of the City Council at its meeting of: _____

Mayor, Gail Ash

ATTEST:

City Clerk

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

DESCRIPTION:

THAT PART OF LOT 9, BLOCK 137, MAP OF THE TOWN SITE OF CLERMONT, AS RECORDED IN PLAT BOOK 3, PAGE 5, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 23, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 9, BLOCK 137, MAP OF THE TOWN SITE OF CLERMONT; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, RUN S00°22'44"W ALONG THE EAST LINE OF SAID LOT 9, BLOCK 137 AND THE WESTERLY RIGHT OF WAY LINE OF 12TH STREET, FOR 17.78 FEET; THENCE, DEPARTING SAID EAST LINE AND WESTERLY RIGHT OF WAY LINE, N89°39'37"W FOR 14.12 FEET; THENCE N44°39'37"W FOR 25.45 FEET TO THE NORTH LINE OF SAID LOT 9, BLOCK 137; THENCE S89°16'13"E ALONG SAID NORTH LINE FOR 32.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 413 SQUARE FEET, MORE OR LESS.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS THEY BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE ON FLORIDA STATE PLANE COORDINATE EAST ZONE BASED ON LENGEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK, THAT IS CERTIFIED BY WANTMAN GROUP, INCORPORATED, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT (SPCS'83-2007) THIS SURVEY WAS CHECKED TO LAKE COUNTY CONTROL STATIONS "LK 18" AND "LK 15" AND REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 25 EAST, AS BEING N89°23'54"W.
3. THE DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051 FAC.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/30 OR SMALLER.
7. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

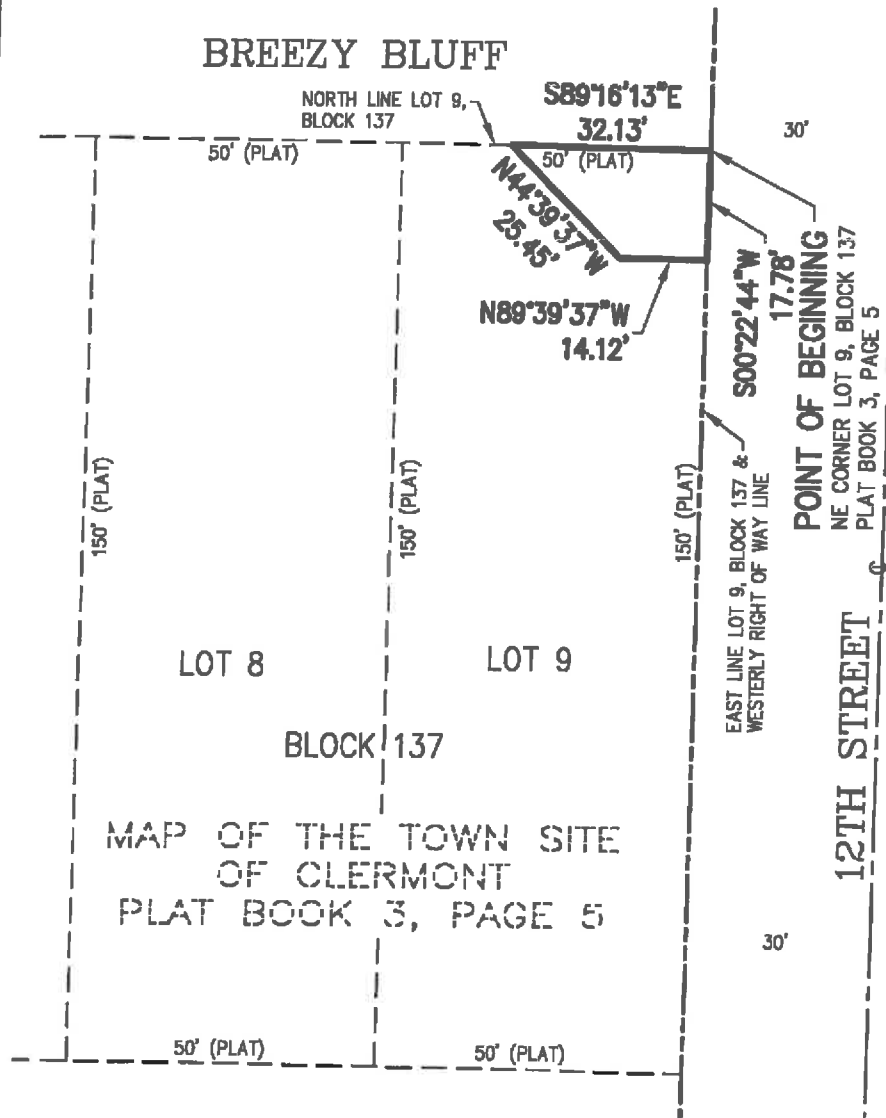
CITY OF CLERMONT

DATE: 01/16/17

[illegible]

SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)



1 inch = 30 ft.



GRAPHIC SCALE

LEGEND

LB	LICENSED BUSINESS
PLS	PROFESSIONAL LAND SURVEYOR
CL	CENTERLINE

[illegible]

SKETCH OF DESCRIPTION

IN SECTION 23, TOWNSHIP 22 SOUTH, RANGE 23 EAST
LAKE COUNTY, FLORIDA.

CITY OF CLEMATUIT LIFT STATION 5
UTILITY BASINMENT

BUSH
2000 NORTH HAVEN BOULEVARD
SUITE 200
TAMPA, FLORIDA 33606
TEL: 813-289-1100
WWW.BUSH.COM

▲ REMEDIATION • SURVEYING • PLANNING •
LANDMARK SURVEYS 704





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 23, 2017		
Agenda Item Name		
Grant Agreement		
Requested Action		
Recommend approval of grant agreement with the State of Florida Department of Environmental Protection Land and Water Conservation Fund.		
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 Victory Pointe project is the number one priority master plan project to initiate the City's master plan and foster economic development. The 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 that the creation of this regional utility stormwater pond would polish the storm runoff before reaching the lake and would free up lakefront land for park and amenity development. Staff recommends approval of Grant agreement between State of Florida Department of Environmental Protection Land and Water Conservation Fund and the City of Clermont in the amount of \$200,000 for the Victory Pointe Project.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Grant Agreement	LW651 West Lake Wetlands_Grant Agreement.pdf	

DEP AGREEMENT NO. LW651

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND PROGRAM
DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES
AGREEMENT FOR FISCAL YEAR 2016-2017**

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 685 W. Montrose Street, Clermont, Florida, 34711 (hereinafter referred to as "Grantee"), a local governmental entity, to provide financial assistance in furtherance of an approved public outdoor recreation project known as **West Lake Wetlands, Project Number LW651** (hereinafter referred to as the "Project"). Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" may be used interchangeably.

WHEREAS, the Department is authorized to administer the Land and Water Conservation Fund (LWCF) State Assistance Program, pursuant to the Land and Water Conservation Fund Act of 1965, as amended; Public Law 88-578, Title 54, U.S.C. Chapter 2003 and Section 375.021(4), F.S.; and,

WHEREAS, the Department received federal financial assistance through the Land and Water Conservation Fund Project Agreement No. **12-00651** from the United States Department of the Interior, National Park Service (hereinafter referred to as "USDOI" or "NPS") for the purposes of administering LWCF funds for public outdoor recreation projects; and,

WHEREAS, pursuant to subsections 62D-5.069(16) and 62D-5.070(4), Florida Administrative Code (F.A.C.), the Grantee, as an approved applicant following a competitive evaluation of eligible program applications, has been determined to be a subrecipient of the LWCF federal funds being administered and monitored by the Department. Thus, the Grantee and Department are additionally responsible for complying with the appropriate federal guidelines in performance of the Project activities pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to Section 375.021(4), F.S. and Rules 62D-5.068 through 62D-5.074, F.A.C. as may be amended from time to time, the Parties hereto 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, additionally described in **Attachment A, Project Work Plan**, including all attachments, guidelines, forms, and exhibits named herein, which are attached hereto and/or incorporated by reference. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any **Project Work Plan** activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at either of the following websites: http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm, <http://www.dep.state.fl.us/gwt/grants/>, or by contacting the Department's Grant Manager, listed in paragraph 19 of this Agreement.

Prior to commencement of Project, the Grantee shall submit, to the Department for approval, all documentation and completion of responsibilities listed on **Attachment B, Commencement Documentation Checklist, DRP-122**, available online and incorporated herein by reference. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee. Unless and until the Department issues the "Notice to Commence" authorizing Grantee to

commence the Project, the Department shall not be obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind, which were incurred prior to the "Notice to Commence", except for eligible Pre-Agreement Expenses as more fully described in Subsection 62D-5.069(31), F.A.C.

Project site facilities shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project site improvements and facilities shall be in accordance with current and established engineering and architectural standards and practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. Any conceptual site plan may be altered by the Grantee, only after written approval by the Department. Any and all utility lines installed within the site shall be placed underground.

The Grantee shall have any final site plans (site, engineering, and architectural) prepared for the proper and full completion of the Project, sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"), and shall deliver a complete original, signed and sealed, set of the Project Plans to the Department as a condition of and prior to commencement of any Development.

Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee, which is developed or acquired with LWCF funds, shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public in accordance with Rule 62D-5.074, F.A.C. Land which is leased from the federal government or another public agency by Grantee, must include safeguards to ensure the perpetual use requirement contained in the LWCF Act.

Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor would assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the public of the State of Florida. These dedications must be recorded in the county's public property records by the Grantee in accordance with Subsection 62D-5.074(1), F.A.C. The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. Facilities shall be kept in reasonable repair for a minimum of twenty-five (25) years from the date set forth on the Project Completion Certificate to prevent undue deterioration. This Agreement is not transferable.

2. PERIOD OF AGREEMENT:

This Agreement shall be effective upon execution by both Parties and remain in effect for a period of three (3) years from the effective date of this Agreement, inclusive. At the written request of the Grantee, the Department may extend this period for good cause such as financial hardship, public controversy, material shortage, unexpected weather conditions, or other major factors beyond the Grantee's control. The Grantee shall be entitled to reimbursement of eligible Pre-Agreement Expenses for expenses incurred on or after October 1, 2016, until the effective date of full execution of this Agreement.

3. FUNDING/CONSIDERATION/INVOICING:

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for cost(s) pursuant to LWCF guidelines regarding Department-approved Pre-Agreement Expenses, through the Project completion date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the LWCF Program and, rules and regulations applicable to expenditures of federal and state funds, hereby adopted and incorporated by reference.

- A. As consideration for satisfactory performance for the approved Project(s) rendered by the Grantee under LWCF guidelines and terms of this Agreement, the Department shall pay the Grantee on a reimbursement basis up to a maximum of \$200,000.00 towards the total estimated approved Project cost of \$400,000.00. The Parties understand and agree that this Agreement requires at least a fifty percent (50%) match from the Grantee towards the work funded under this Agreement. It is understood that any additional funds necessary for the completion of this Project are the

responsibility of the Grantee. It is further understood that grant funds may be revised by the Department due to the availability of LWCF Program funds. Grant awards are contingent upon appropriation by the USDOJ, NPS and/or the Florida Legislature.

All match shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable.

Grantee acknowledges and agrees to provide eligible match types as set forth in the Manual. Grantee acknowledges and agrees to the requirements not to provide ineligible match sources, which includes real property acquired or funds obtained from any of the following sources:

- i. Florida Recreation Development Assistance Program (FRDAP), Recreation Trails Program (RTP), and Land and Water Conservation Fund (LWCF); and
- ii. Donated value of real property acquired prior to Department approval or through Land and Water Conservation Fund; and
- iii. Other state or federal grant or land acquisition programs such as: legislative special interest projects, Save Our Coast Program, Preservation 2000, Florida Forever, Conservation and Recreation Lands Program, Save Our Rivers Program, and Land Acquisition Trust Fund.

Real property donated as all or part of the Grantee's required match, must be appraised prior to commencement of the Project. Pursuant to subsection 62D-5.071(9), F.A.C., the Grantee shall submit, to the Department, an appraisal(s) obtained at its own expense, prepared in accordance with uniform appraisal standards for federal land acquisitions, which establishes the fair market value of the Project site. Property appraised at \$500,000 or less requires one (1) appraisal. Property exceeding \$500,00 in appraised value requires a second appraisal. The appraisal(s) shall be dated no earlier than six (6) months prior to the closing date of the LWCF application submission period and prepared by an appraiser on the list of approved appraisers maintained by the Department's Division of State Lands under provisions of Sections 253.025(6)(b), 259.041(7)(c), F.S., and Rule 18-1.007, F.A.C. Project cost is based on the purchase price or appraised value, whichever is lower; if two (2) appraisals are required, the lower of the purchase price or the approved appraised value is the basis of the Project cost. Appraisal costs shall not be reimbursed under the terms and conditions of this Agreement.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement for all approved Projects.

- i. A Change Order to this Agreement may be used 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 Paragraph 3.F., 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 Paragraph 3.F., 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 C, Payment Request Summary Form, DRP-115**, available online and incorporated herein by reference. 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 within sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed and all allowable match-related expenses incurred pursuant to **Attachment A** must be performed and/or incurred on or before the completion date of the Agreement, and be conducted in accordance with the LWCF guidelines. The final payment will not be processed until the match requirement has been met.

D. Project Costs, Pre-Agreement Expenses and Cost Limits:

- i. Project Costs shall be reimbursed as provided for pursuant to paragraph 62D-5.073(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project completion date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- ii. Pre-Agreement Expenses, pursuant to Subsection 62D-5.069(31), F.A.C., means expenses incurred by a Grantee, with Department approval, for accomplishment of an eligible LWCF project prior to full execution of a project agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
- iii. Cost Limits, pursuant to paragraph 62D-5.073(2)(b), F.A.C., allows for project planning expenses for Development projects, such as architectural and engineering costs, permitting fees, and project inspection fees, as eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the Project cost. Such costs shall only be incurred between the effective date of, and the Project completion date as identified in this Agreement.

E. 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 D, Contract Payment Requirements**. The **Payment Request Summary Form, Attachment C**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

- i. Salaries/Wages (Grantee Labor) – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee’s employees, as listed on the Grantee’s approved Cost Analysis to be submitted pursuant to **Attachment A, Project Work Plan, Task 1**.
- ii. Overhead/Indirect/General and Administrative Costs – 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 the Grantee 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.
 - a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
 - b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.

- iii. Contractual Services (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. Nonexpendable and/or nonconsumable personal property or equipment costing \$1,000 or more purchased for the purposes of completing the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapters 69I-72, F.A.C., and/or 69I-73, F.A.C., as applicable. 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 herein. 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.
- iv. Rental/Lease of Equipment – Reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
- v. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is governed by Paragraph 23 of this Agreement.
- vi. Travel – The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.
- vii. Miscellaneous/Other Expenses – Direct purchases, for example materials, supplies, Grantee stock, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage,

attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- F. In addition to the invoicing requirements contained herein, 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/; and allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200 and 2 CFR 1402, at <http://www.ecfr.gov>.
- G. For the purchase of goods or services costing more than \$2,500 and less than \$35,000 the Grantee shall obtain at least two (2) written quotes. For any purchase over \$35,000 and less than the current federal simplified acquisition threshold, as set forth in the Federal Acquisition Regulations, 48 CFR § 2.101, the Grantee shall follow its own documented procurement methods, available upon request, to ensure a reasonable and fair price in accordance with 2 CFR § 200.320 and the intent of 287.057, F.S. The purchase of goods or services costing more than the current federal simplified acquisition threshold must be conducted in accordance with 2 CFR § 200.320(c)-(f).
- H. Pursuant to 2 CFR § 200.322, any State agency or agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- I. 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.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200, Appendix VIII.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Education Institutions	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
For-profit organization other than a (1) hospital or (2) education institute.	48 CFR Part 31, Contract Cost Principles and Procedures
Hospital	2 CFR 200 and 45 CFR Part 75

- J. 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) is 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.

- K. Because of the federal funds awarded under this Agreement, the Grantee 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

4. ANNUAL APPROPRIATION:

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

5. REPORTS:

- A. The Grantee shall utilize **Attachment E, Project Status Report, DRP-109**, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the reporting period. It is hereby understood and agreed by the Parties that the term "reporting period" shall reflect the reporting period ending May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

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.

- B. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <http://www.dep.state.fl.us/parks/outdoor/scorp.htm> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<http://www.dep.state.fl.us/parks/outdoor/recinventory.htm>).
- C. If the direct and/or indirect purchase of equipment is authorized under paragraph 23 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR § 200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted to the Department at the end of the Agreement.

6. **RETAINAGE:**

The Department shall retain ten percent (10%) of the grant award until the Grantee completes the Project and the Department approves the completion documentation, pursuant to LWCF requirements and additionally set forth in paragraph 62D-5.073(2)(c) and subparagraph 62D-5.073(7)(e)2., F.A.C.

The Department may perform an on-site inspection of the Project site to ensure compliance with the Project Agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the Project is open and available for use by the public. In order to certify completion, the Grantee shall submit to the Department **Attachment F, Project Completion Certification, DRP-125**, available online and incorporated herein by reference. The Project must be designated complete prior to release of final reimbursement.

8. **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, F.S. 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.

9. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Grantee's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Recipient will notify the Grantee of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Grantee's rights upon termination and following termination.
- B. 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.

- C. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' 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.
- D. 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.

10. REMEDIES/FINANCIAL CONSEQUENCES:

- A. No payment will be made for fees, costs, general expenses of any kind and any other costs associated with Deliverables completed or incurred prior to Grantee receiving a Department issued "Notice to Commence". 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.
 - i. 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.
 - ii. 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.

- iii. 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.

- B. 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, as appropriate for the circumstances.

- i. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- ii. 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.
- iii. Wholly or partly suspend or terminate this Agreement.
- iv. Withhold further awards for the project or program.
- v. Take other remedies that may be legally available.
- vi. 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.
 - a. The costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancelable, and;
 - b. 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.

The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.

- C. If the Grantee materially fails to comply with the terms stated in this Agreement or with any provisions of Chapter 62D-5, F.A.C., the Department shall terminate this Agreement and demand return of the LWCF Program funds and any equipment purchased with grant funds that has not been properly disposed of in accordance with the federal property management requirements set forth in 2 CFR Part 200, Subpart D (§§ 200.310 through 200.316). Furthermore, the Department shall declare the Grantee ineligible for further participation in LWCF until such time as compliance has been obtained pursuant to Subsection 62D-5.074(4), F.A.C.

11. 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 (U.S. G.A.A.P.) consistently applied. The Secretary of the Interior, the DOI Office of the Inspector

General, the Comptroller General of the United States, the National Park Service, 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 Agreement completion. 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 agrees that if any litigation, claim, or audit commences 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.
- D. 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.
- E. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.

12. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding Paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment G** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment G**. 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 listed in Paragraph 19 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 G, 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/>
- C. 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. **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.F. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. 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. Any/all subcontractor(s) awarded contracts for construction of facilities under this Agreement must be bonded and insured.
- C. The Grantee agrees to comply with the procurement requirements contained in 2 CFR § 200.317 through 2 CFR § 200.326 for its selection of subcontractors, with the exception of the procurement thresholds, which are provided in paragraph 3.H. of this Agreement.
- D. The Grantee and/or the subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the U.S. Department of Interior (DOI) and/or other Federal department, agency, or instrumentality without the Department's prior written approval.
- E. 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.
- F. In accordance with 2 CFR § 200.321, the Grantee and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus areas firms are used when possible. The DOI encourages non-federal entities to utilize small businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Grantee and its subcontractors may use the services and assistance, as appropriate, of such organization as the Small Business Administration (<https://www.sba.gov>) and the Minority Business Development Agency (MBDA) within the Department of Commerce (<http://www.mbda.gov>).

14. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) 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; or
 - 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 14.A., above, 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 14.A.

15. **SIGNAGE:**

Grantee must erect a permanent information sign on the Project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Land and Water Conservation Fund Program. Use of the LWCF Logo on the permanent Project signs is required. Grantee is encouraged to position signage acknowledging LWCF assistance, at entrances to outdoor recreation sites, at other appropriate on-site locations, and in folders and park literature. The acknowledgement of LWCF assistance will be checked during compliance inspections. The sign must be installed on the Project site and approved by the Department before the final Project reimbursement request is processed. The required LWCF Logo, LWCF Terms of Use and sample sign are available online: <http://www.dep.state.fl.us/Parks/OIRS>.

16. **LOBBYING PROHIBITION:**

The Grantee agrees to comply with, and include in subcontracts and subgrants, the following provisions:

- A. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. § 1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- B. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, 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 of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- C. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- D. Pursuant to 2 CFR § 200.450 and 2 CFR § 200.454(e), the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.
- E. If this Agreement is for more than \$100,000, and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit **Attachment H, Standard Form-LLL, "Disclosure of Lobbying Activities"** (attached hereto and made a part hereof, if applicable), in accordance with the instructions. If this Agreement is for less than \$100,000, this Attachment shall not be required and shall be intentionally excluded from this Agreement.
- F. 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 State of Florida 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.

17. COMPLIANCE WITH LAW:

- A. 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.
- B. Projects receiving federal funding must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analyses, reviews, and consultations. NEPA's process "umbrella" covers a Project compliance with all pertinent federal environmental laws. To facilitate and document the NEPA process, the LWCF Proposal Description and Environmental Screening Form (PD/ESF) was completed and submitted as part of the approved LWCF application to the NPS. The ESF administratively documents a Categorical Exclusion (CE) recommendation or the necessity of further environmental review through an Environmental Assessment (EA) or Environmental Impact Statement (EIS), as necessary. NPS will conduct an independent review of the PD/ESF and determine the appropriate action. When applicable, the Grantee will coordinate with the Department to ensure the Project's compliance with NEPA, and appropriate documentation of such compliance will be maintained by both Parties.

18. 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 19.

19. 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:

Tamika Bass or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399-3000	
Telephone No.:	850-245-2501
E-mail Address:	Tamika.Bass@dep.state.fl.us

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

Mr. James Kinzler or Successor	
Assistant City Manager	
City of Clermont	
685 W. Montrose Street	
Clermont, FL 34711	
Telephone No.:	352-241-7339
Fax No.:	352-394-4087
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.C. should include the updated Grant Manager information

20. **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 and the Department, 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. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured 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. The Grantee shall notify the Department's Grant Manager within ten (10) calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits. In the event of such changes, the Grantee shall provide documentation of required coverage to the Department's Grant Manager concurrent with such notification.
- 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 subgrant or subcontract issued for the performance of the work specified under this Agreement, unless such subgrant 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/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

21. CONFLICT OF INTEREST:

Pursuant to 2 CFR § 200.112, 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. 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.

23. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases is not authorized under the terms and conditions of this Agreement.

24. QUALITY ASSURANCE REQUIREMENTS:

If the Grantee's Project involves environmentally-related measurements or data generation, 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, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment I, Quality Assurance Requirements for Contracts and Grants**, if applicable. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded.

25. 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.
- C. Grantee agrees to comply with the Americans with Disabilities Act (42 USC § 12101, *et seq.*), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, state and local government services, and in telecommunications.
- D. Grantee must identify any products that may be used or adapted for use by visually-impaired, hearing-impaired or other physically-impaired individuals.

- E. Pursuant to 36 CFR § 59.4, Section 6(f)(8) of the Land and Water Conservation Fund Act prohibits discrimination on the basis of residence, including preferential reservation or membership systems, except to the extent that reasonable differences in admission and other fees may be maintained on such basis. This prohibition applies to both regularly scheduled and special events. Fees charged to nonresidents cannot exceed twice that charged to residents. When there is no charge for residents but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable State or local facilities. Reservation, membership, or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. The Grantee is prohibited from providing residents the option of purchasing annual or daily permits while at the same time restricting nonresidents to the purchase of annual permits only. Nonresident fishing and hunting license fees are excluded from these requirements.

26. DEBARMENT/SUSPENSION:

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 CFR Part 180 and Part 1400), 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 certify before entering 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 the National Park Service to the Department. The prospective lower tier participant shall certify it is not excluded or disqualified by, (a) Checking SAM Exclusions; or (b) Collecting a certification from that person; or (c) Adding a clause or a condition to the covered transaction with that person, and such prospective participant shall attach an explanation to this Agreement. 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.

27. COPYRIGHT, PATENT AND TRADEMARK:

The NPS and the 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.

28. LAND ACQUISITION:

Land acquisition, where title to land acquired with LWCF funds vests in a Grantee, is not authorized under the terms of this Agreement.

29. SITE DEDICATION:

The interest in land developed or acquired by the Grantee with LWCF funds shall be subject to the site dedication requirements set forth in Chapter 62D-5, F.A.C. and of the LWCF Act, specifically section 6(f)(3), as codified in 36 CFR § 59.3. Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee, which is developed or acquired with LWCF funds, shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land which is leased from the federal government or another public agency by Grantee, must include safeguards to ensure the perpetual use requirement contained in the LWCF Act. Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor would assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. These dedications

must be recorded in the county's public property records by the Grantee.

30. PHYSICAL ACCESS AND INSPECTION:

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; and
- 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.

31. CONVERSION:

This Project site acquired and/or developed with LWCF assistance shall be retained and used for public outdoor recreation. This Project site so acquired and/or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the written approval of the NPS pursuant to the conversion provisions of Section 6(f)(3) of the LWCF Act, 36 CFR Part 59, the LWCF Manual and all other applicable regulations. Any and all conversion provisions and guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the Project in the assisted area or facility and consistent with the contractual agreement between USDOJ, NPS and the State of Florida.

Should Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee shall replace the area, facilities, resource or Project site at its own expense with an acceptable project of comparable or greater value, scope and quality pursuant to LWCF mandates. All conversions require amendments to the original Project agreement (36 CFR § 59.3(c)). Therefore, amendment requests should be submitted concurrently with conversion requests. Project boundary maps shall be submitted with the amendment request to identify the changes to the original area caused by the proposed conversion and to establish a new Project area pursuant to the substitution. Once conversion has been approved, replacement property should be immediately acquired. When it is not possible for replacement property to be acquired immediately, an express commitment to satisfy Section 6(f)(3) substitution requirements with a specified period, normally not to exceed one (1) year following conversion approval, is required. This commitment will be in the form of an amendment to the original Agreement.

32. CONTRACT PROVISIONS AND REGULATIONS:

The Grantee agrees to comply with, and include as appropriate in subcontracts and subgrants, the provisions contained in **Attachment J, Contract Provisions for DOI-Funded Agreements**, attached hereto and made a part hereof.

33. 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 Subsection 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 Article I, Section 24(a), Florida Constitution.

- C. If Grantee meets the definition of “Contractor” found in Paragraph 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 Section 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, F.S., 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 the 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 the 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 public.services@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**

34. 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.

35. 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.

36. 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.

37. 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

Print Name and Title

Date: _____

Date: _____

Address:

Attest: _____

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>Project Work Plan (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Commencement Documentation Checklist – DRP-122</u> http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/LWCF%202015%20REVISED/LWCF_CommencementDocumentationChecklist_FormDRP-122.pdf
<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form – DRP-115</u> http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Project Status Report Form – DRP-109</u> http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf
<u>Attachment</u>	<u>F</u>	<u>Project Completion Certification – DRP-126</u> http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/LWCF%202015%20REVISED/LWCF_ProjectCompletionCertification_FormDRP-126.pdf
<u>Attachment</u>	<u>G</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>H</u>	<u>Disclosure of Lobbying Activities (2 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u>Attachment Intentionally Excluded)</u>
<u>Attachment</u>	<u>J</u>	<u>Contract Provisions for DOI-Funded Agreements (5 Pages)</u>

ATTACHMENT A
PROJECT WORK PLAN
LAND AND WATER CONSERVATION FUND PROGRAM (LWCF)

Project Name: West Lake Wetlands
Grantee Name: City of Clermont
LWCF Project # LW651

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the LWCF Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the LWCF Program, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Paragraph 1 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1.¹

The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in subparagraph 62D-5.073(7), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at W. Minneola Avenue, Clermont, FL 34711 and is considered a "Development Project" pursuant to paragraph 62D-5.070(5)(b), F.A.C.

BUDGET: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Required match for development projects will be provided by cash, in-kind service costs, or donated real property, as set forth in Rule 62D-5.070(6), F.A.C. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved LWCF Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence". All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000.00
Required Grantee Match Amount:	\$200,000.00
Total estimated Project Cost:	\$400,000.00
Match Ratio:	50%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1. Development of Commencement Documentation Checklist (DRP-122)¹, which includes: • A professional site plan; • Commencement Certification (DRP-123)¹; • A boundary survey; and • A Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s) If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-122)¹, and will be required prior to commencement.	DELIVERABLE 1 The Department will issue “Notice to Commence” upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (DRP-122)¹ 1.B. Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s) Project planning expenses for development projects, such as architectural and engineering costs, permitting fees, and Project inspection fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen percent (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.	180 Days after Execution of Agreement²	The Department shall terminate the project agreement if the required deliverables are not submitted and approved by the Department.
TASK 2 2.A. Development of Primary Project Element, which includes: New nature observation boardwalk, picnic facility, swimming beach access, landscaping, renovate hiking trail and boating facilities. 2.B. Development of Completion of Documentation Checklist (DRP-125)¹, which includes: • Project Completion Certification (DRP-126)¹ • Final “As-Built” site plan • Florida Park Inventory Form • Project Photographs • Notice of Limitation of Use/Site Dedication (DRP-113)¹	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-125)¹ 2.B. Final Status Report The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	Due 60 days prior to the expiration of this Agreement³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the LWCF; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form (DRP-115)¹ along with all required documentation, as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. LWCF documentation is available at <http://www.dep.state.fl.us/Parks/OIRS/default.htm> and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in paragraph 62D-5.073(7)(a), F.A.C.

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 G

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.myflorida.com/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.

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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	U.S. Department of Interior, National Park Service	15.916	Outdoor Recreation, Acquisition, Development and Planning Land and Water Conservation Fund Grants	\$200,000.00	140001

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	\$200,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [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.

ATTACHMENT H

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

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: 4c			5. If Reporting Entity in No. 4 is a 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 Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
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 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)

PRINT

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 follow up 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 this 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 registrant under the Lobbying Disclosure Act of 1995 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 10 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

ATTACHMENT J

Contract Provisions for DOI-Funded Agreements

The Department, as a recipient, shall comply with the following provisions. The Department, as a pass-through entity, requires all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Grantees must include these requirements in all related subcontracts and/or sub-awards.

For the purposes of this Attachment, the terms “Contractor” shall mean “Grantee” and/or “Recipient” and “Contract” shall mean “Agreement.”

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Contract is for more than \$150,000. In addition to any of the remedies described in the elsewhere in the Contract, if the Contractor materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Recipient may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Contractor.
- ii. 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.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.

The Recipient shall have the right to demand a refund, either in whole or part, of the funds provided to the Contractor for noncompliance with the terms of this Contract.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed in the Standard Terms and Conditions of the Contract.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such

information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Contract is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), 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 must 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 or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 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.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Contract is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor certifies 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. The Contract shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

10. Procurement of Recovered Materials

The Recipient and its Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

ADMINISTRATIVE

11. General Federal Regulations

Grantees **shall comply with the regulations listed in 2 CFR 200 and 48 CFR 31.**

12. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Grantees, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Grantees must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act 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.

15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Grantees must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

16. Whistleblower Protection

Grantees shall comply with U.S.C. § 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- (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; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Grantee's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Recipient will notify the Grantee of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Grantee's rights upon termination and following termination.

COMPLIANCE WITH ASSURANCES

18. Assurances

Grantees shall comply with any and all applicable assurances made by the Department or the Grantee to the Federal Government during the Grant application process.

DEPARTMENT OF INTERIOR-SPECIFIC

19. Department of Interior (DOI) General Terms and Conditions

Grantees shall comply with DOI General Terms and Conditions available at https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions, and incorporated by reference.

20. DOI Regulations

Grantees shall comply with the following regulations: 2 CFR 1400-1402, 43 CFR 9, 43 CFR 17, 43 CFR 18, 43 CFR 41, and 43 CFR 44.

21. Drug-Free Workplace

Grantees must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1401. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

22. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to 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.

23. Deposit of Publications Produced under Grants

Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS), any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior's Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: <http://elips.doi.gov/ELIPS/DocView.aspx?id=1671>.

UNITED STATES FISH & WILDLIFE SERVICE-SPECIFIC

24. USFWS Financial Assistance Award Terms and Conditions

Grantees shall comply with the USFWS Financial Assistance Award Terms and Conditions Effective January 6, 2017, or later, available at <https://www.fws.gov/grants/atc.html>, and incorporated by reference.

NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM-SPECIFIC

25. Land and Water Conservation Fund (LWCF) Project Agreement General Provisions
Grantees shall comply with the LWCF Project Agreement General Provisions available at <https://www.nps.gov/ncrc/programs/lwcf/pub.htm>, and incorporated by reference.

26. LWCF Federal Financial Assistance Manual
As applicable, Grantees shall comply with the LWCF Federal Financial Assistance Manual Effective October 1, 2008, or later, available at <https://www.nps.gov/ncrc/programs/lwcf/pub.htm>, and incorporated by reference.

27. Historic Preservation.
As applicable, Grantee shall comply 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.*).

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 23, 2017		
Agenda Item Name		
Resolution No. 2017-24 <i>Florida Division of Cultural Affairs Cultural Facilities</i>		
Requested Action		
Recommend approval of resolution allowing the City to apply for a grant in the amount of \$500,000.		
Staff Report		
In 2015 the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years. As part of phase 2 of the master plan projects, the the heart of downtown Clermont is proposed to be revitalized including streetscape improvements, landscaping, lighting and electrical upgrades as well as remodeling City Hall Park Plaza and the Meet us in the Middle plaza at 8th and Osceola. Staff recommends approval of Resolution No. 2017-24, allowing the City of Clermont to apply for the Florida Division of Cultural Affairs Cultural Facilities Grant Program in the amount of \$500,000. This grant would partially fund the Downtown Waterfront District – City Hall Park Plaza Project.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. City Hall Park Plaza Resolution 2017-24 City Hall Park Plaza Grant.docx		

CITY OF CLERMONT
RESOLUTION NO. 2017-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DIVISION OF CULTURAL AFFAIRS CULTURAL FACILITIES PROGRAM REQUESTING \$500,000 FOR THE CITY HALL PARK PLAZA AND FURTHER AUTHORIZING AN AMOUNT OF \$500,000 AS THE CITY'S REQUIRED MATCHING FUNDS.

WHEREAS, the City of Clermont has the opportunity to apply for funding in the amount of \$500,000 the City Hall Park Plaza, with the stipulation of a 2 to 1 matching funds; and

WHEREAS, funding in the amount of \$500,000 necessary for the required match can be partially in the form of cash and expenditures relating to the City Hall Park Plaza Project.

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

SECTION 1.

That the above recitals are hereby adopted.

SECTION 2.

That the City Council hereby authorizes the use of \$500,000 in eligible expenditures or cash to be available by July 1, 2018 for required matching funds for a grant application to the Florida Division of Cultural Affairs in quest for funding for the project.

SECTION 3.

That this resolution shall be effective upon adoption.

CITY OF CLERMONT
RESOLUTION NO. 2017-24

PASSED AND RESOLVED this 23rd day of May, 2017 by the City Council of the City of Clermont, Florida.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Denise Noak, Acting City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 23, 2017		
Agenda Item Name		
Resolution No. 2017-21 <i>The Barn Brewery Conditional Use Permit</i>		
Requested Action		
Recommend approval of Resolution 2017-21.		
Staff Report		
The applicant is requesting a conditional use permit (CUP) to allow a building to occupy more than 3,000 square feet of total floor area at 750 West Desoto Street in the Central Business District (CBD). Under Sec. 122-243 of the land development code (LDC), the CBD zoning district allows a variety of uses, but buildings 3,000 square feet or greater require a CUP. The applicant proposes to enlarge the existing 2,500-square-foot building by approximately 1,000 square feet, giving a total building square footage of approximately 3,500 square feet. The applicant proposes to use this building as a restaurant and brewery, which are permitted uses within the CBD zoning district. Additional parking stalls will be required; however, the applicant will be seeking a variance for a reduced overall parking count. Staff believes the project meets the intent of LDC, except for the CUP requirement. Therefore, staff recommends approval of the CUP request. <i>At the Planning and Zoning Commission meeting May 2, 2017, Commissioner Herb Smith recommended approval of the request; Commissioner Tony Hubbard seconded. The request was approved 3-1 with Commissioner Judy Proli opposing.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution CUP RES 2017-21.doc		
2. Location Map Location Map.docx		
3. Elevations and Site Plan Pictures.pdf		

4.	Minutes	May 2 2017 P&Z Commission minutes.pdf
5.	Application	CUP App.pdf
6.	Legal ad	LEGAL NOTICE.docx

**CITY OF CLERMONT
RESOLUTION NO. 2017-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR AN ONSITE BREWERY, FOOD SERVICE ESTABLISHMENTS, AND OTHER RETAIL USES TO OCCUPY MORE THAN 3,000 SQUARE FEET OF FLOOR SPACE IN THE CENTRAL BUSINESS DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held May 2, 2017 recommended approval of this Conditional Use Permit to allow for an onsite brewery, food service establishments, and other retail uses to occupy more than 3,000 square feet of floor space in the Central Business District; at the following location:

LOCATION:
750 West Desoto Street
AK 1614619

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

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

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

This application for a Conditional Use Permit to allow for an onsite brewery, food service establishments, and other retail uses to occupy more than 3,000 square feet of floor space in the Central Business District; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans,

CITY OF CLERMONT
RESOLUTION NO. 2017-21

obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

3. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
4. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
5. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
6. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
7. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of issuance of this Conditional Use Permit. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
8. The structure shall be inspected by the Fire Marshall for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
10. Residential uses shall not be permitted.

Section 2 – Land Use

1. Permitted uses shall include a 3,500 square foot building. Other permitted uses in the CBD zoning district are also permitted.

CITY OF CLERMONT
RESOLUTION NO. 2017-21

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of May, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

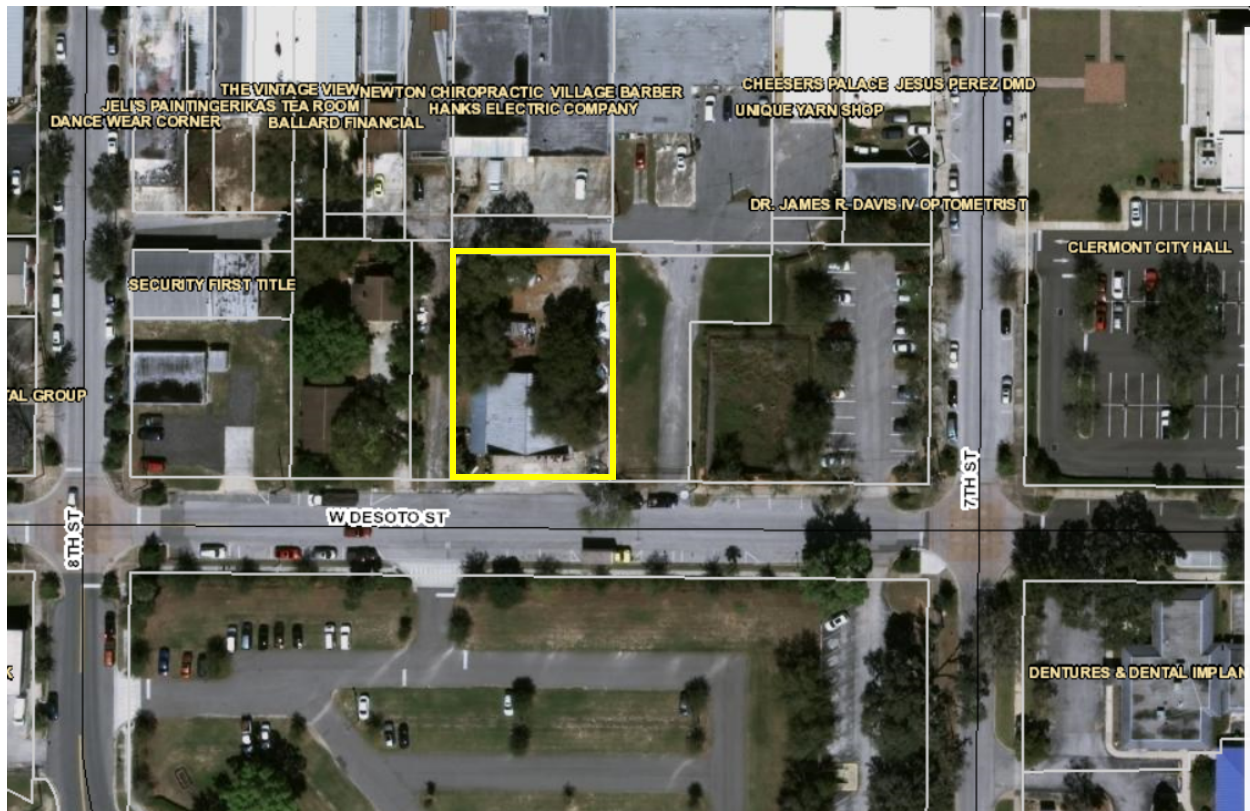
ATTEST:

Denise Noak, Acting City Clerk

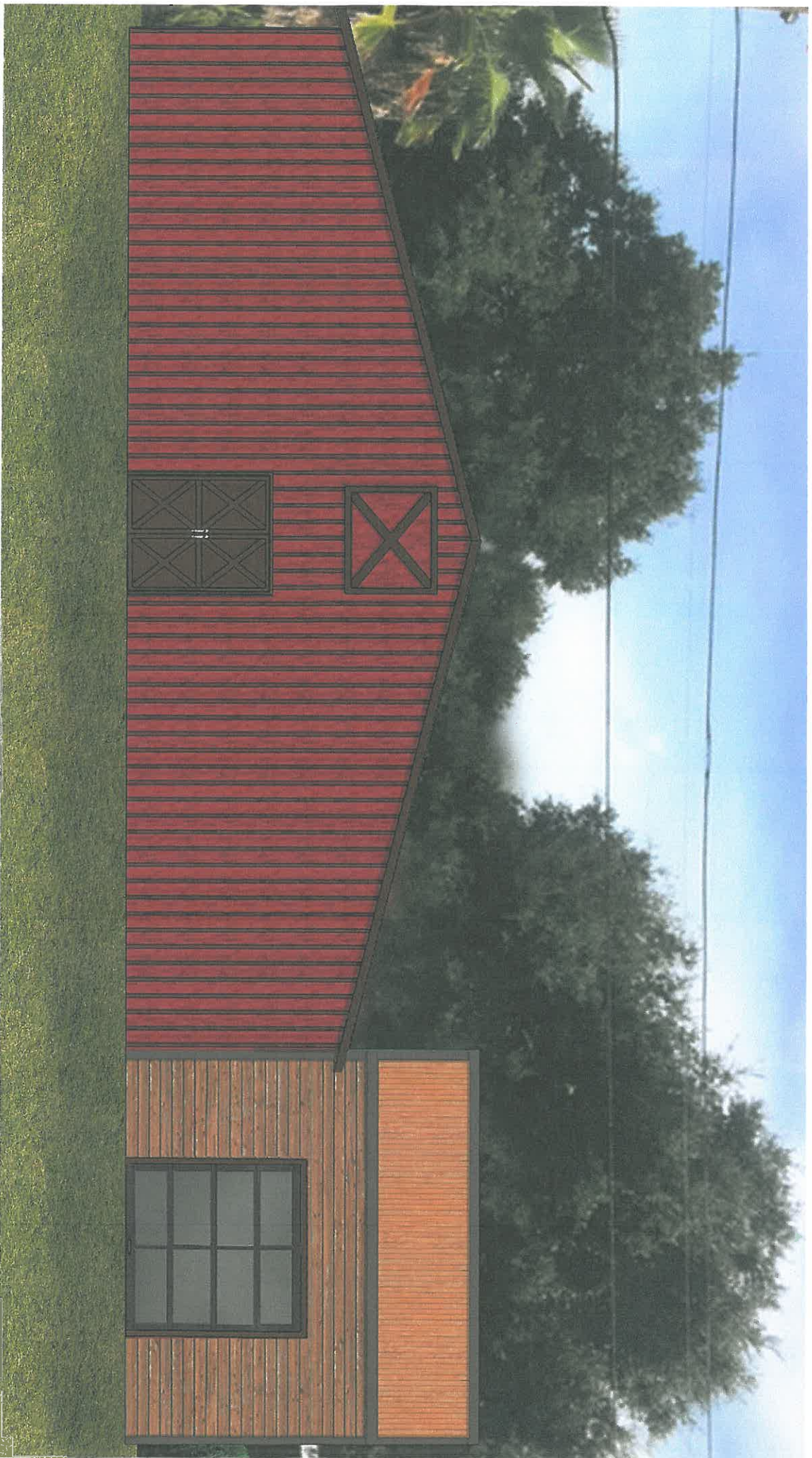
Approved as to form and legality:

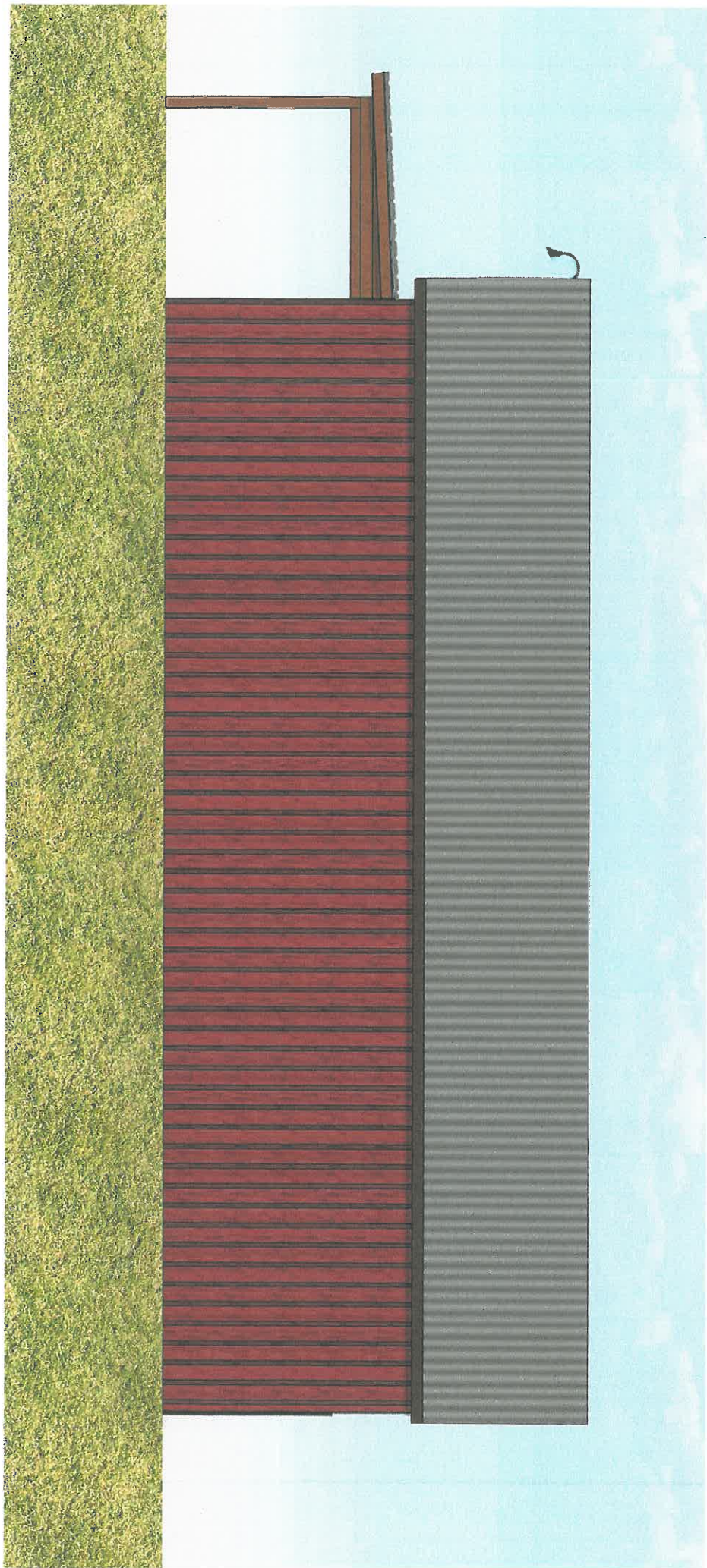
Daniel F. Mantzaris, City Attorney

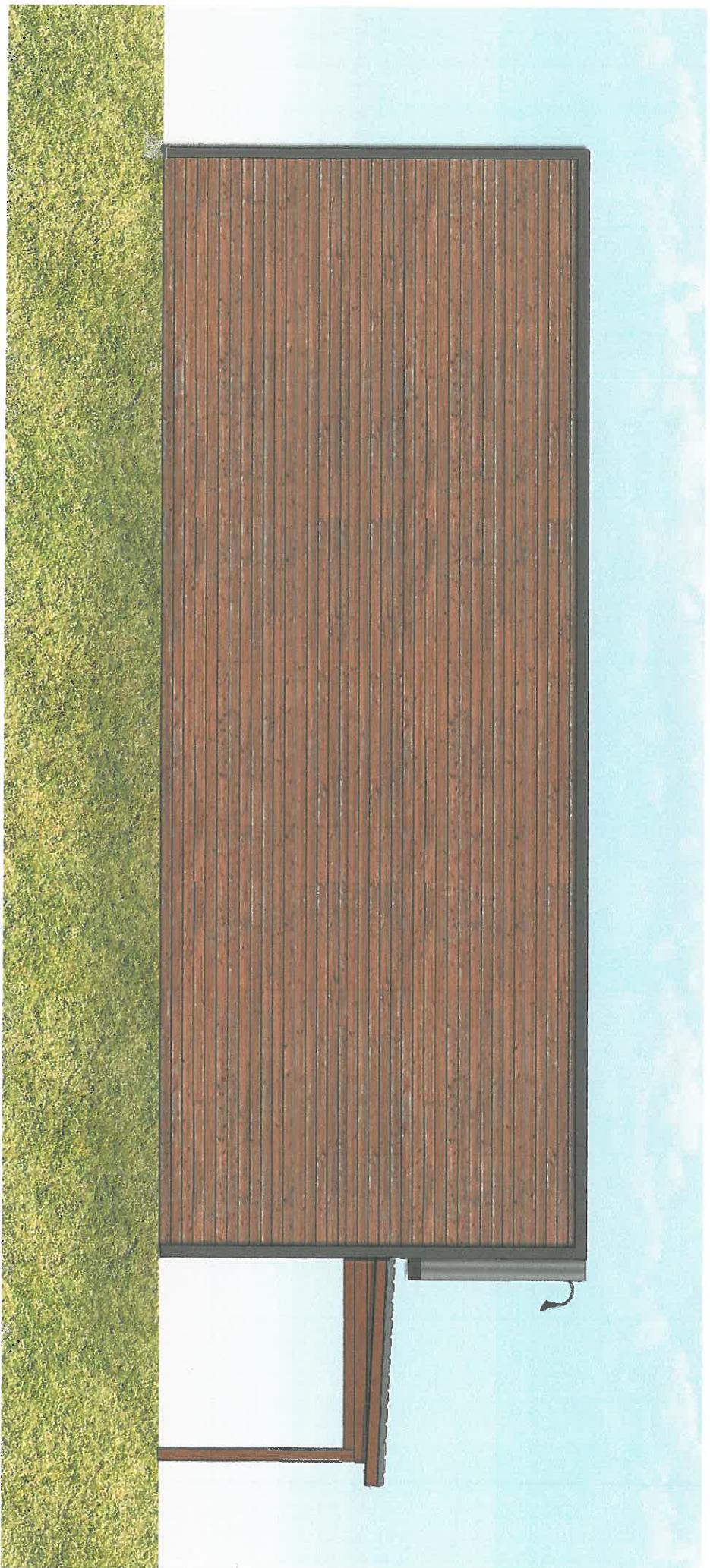
Location Map: 750 West Desoto Street







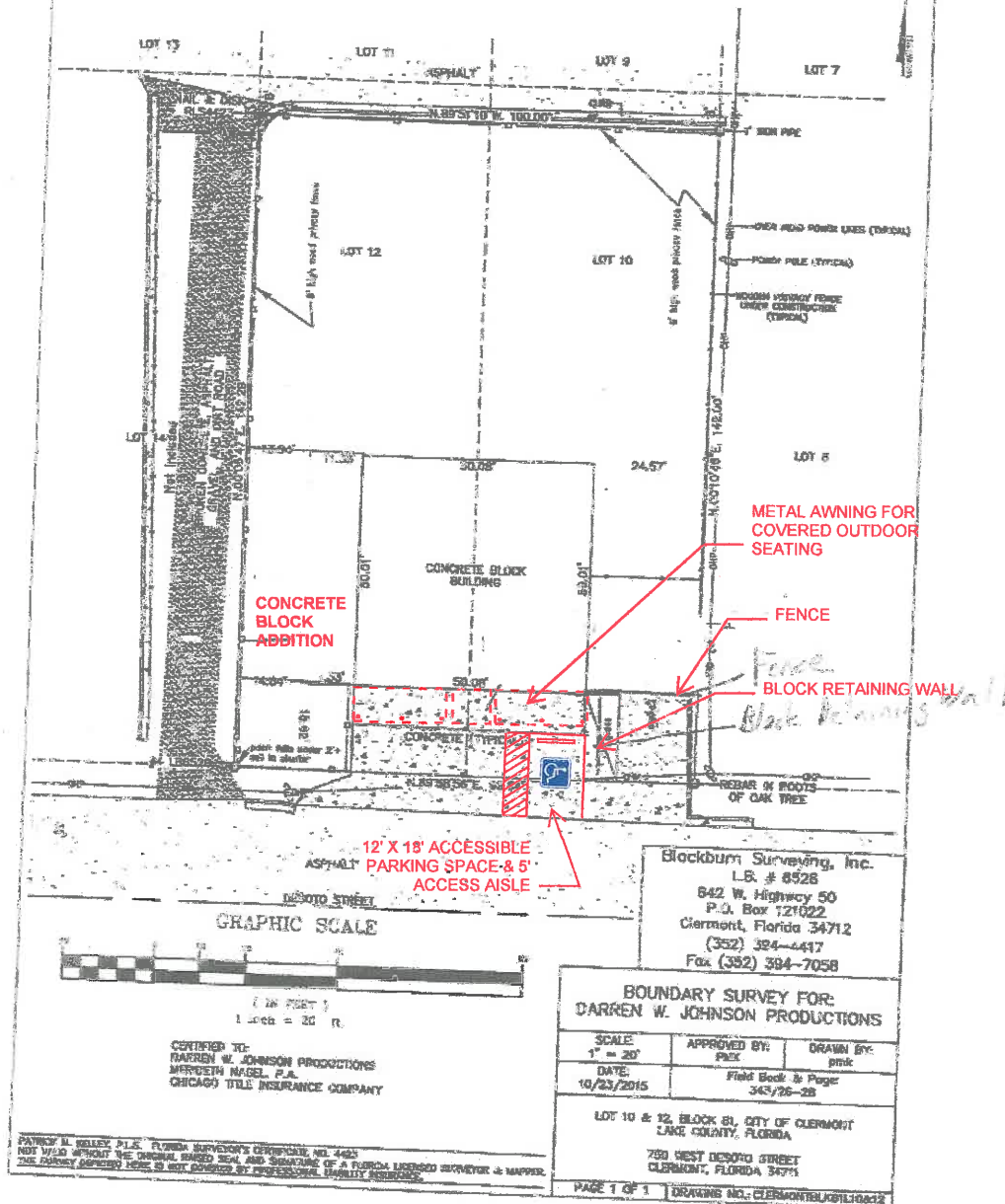




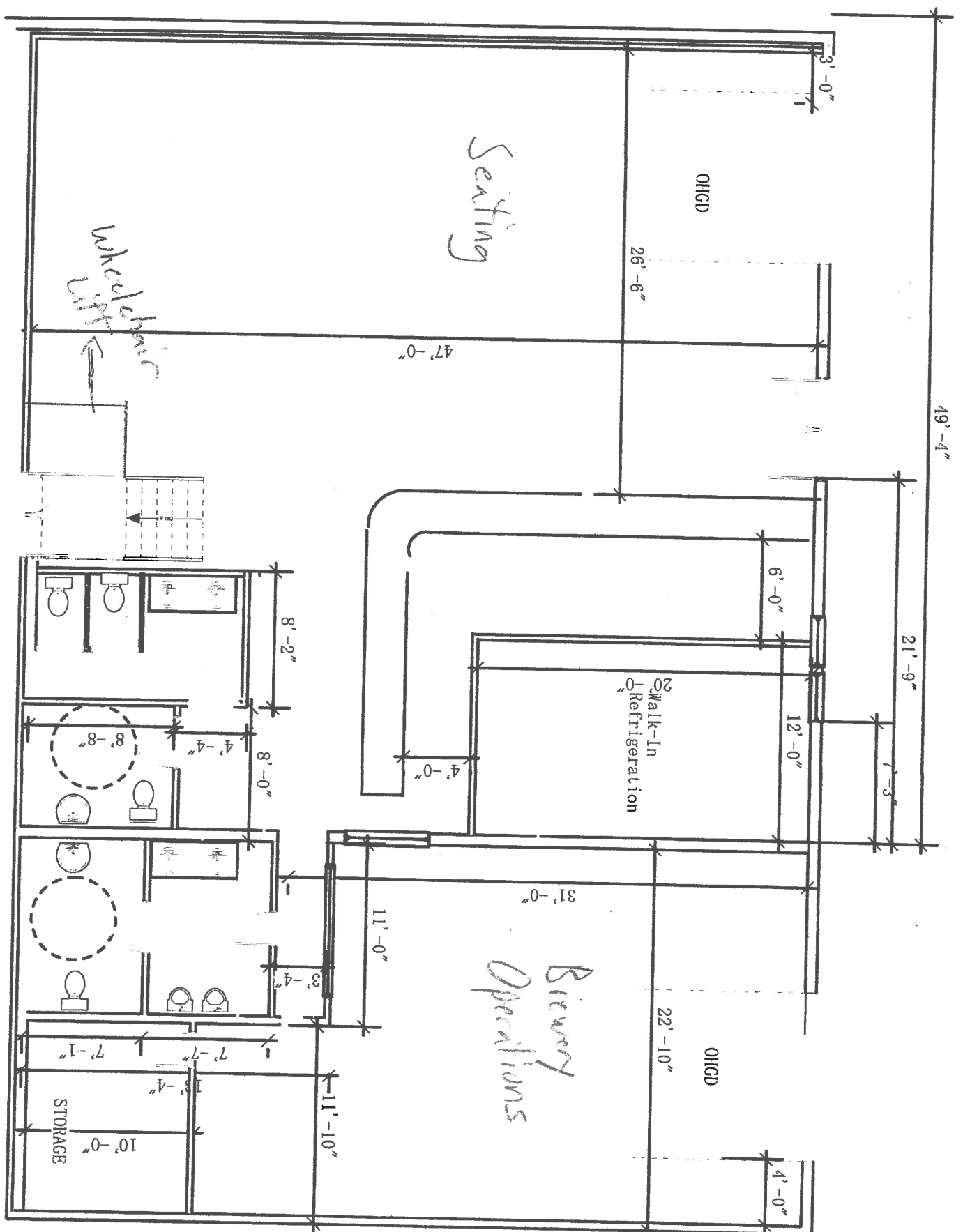
MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

NOTES:

1. BEARINGS BASED ON THE ASSUMED BEARING OF $N 89^{\circ} 58' 56'' E$ ALONG THE NORTHERLY RIGHT OF WAY LINE OF DESOTO STREET.
2. PROPERTY SHOWN HEREON CONTAINS 14,033 SQ. FT. 0.3238 ACRES.
3. APPARENT ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN.
4. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED.
5. FENCE LINES SHOWN HEREON, IF ANY, MAY MEANDER ALONG SHOWN PATH.
6. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAY, SETBACKS OR RESTRICTIONS.
7. THIS SURVEY IS SUBJECT TO THE FACTS DISCLOSED BY TITLE COMMITMENT #0304023 ISSUED BY CHICAGO TITLE INSURANCE COMPANY.
8. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. THERE HAS BEEN NO ATTEMPT TO LOCATE ANIMAL OR PLANT SPECIES THAT MAY BE ENDANGERED, THREATENED, OR PROTECTED.
10. PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "C".
11. CURBS SHOWN HEREON ARE COVERED AND BROKEN IN AREAS.



Conceptual Site Plan



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 2, 2017**

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday May 2, 2017 at 6:30 p.m. by Chairman Nick Jones. Other members present were Herb Smith, Tony Hubbard, and Judy Proli. Also in attendance were Barbara Hollerand, Development Services Director, Curt Henschel, Planning Manager, Dan Mantzaris, City Attorney, and Jane McAllister, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held April 4, 2017 were approved as written.

REPORTS

Chairman Jones brought up the fact that there is very little low income housing in Clermont. He said that is something that needs to be addressed.

1. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow for a building to occupy more than 3,000 square feet in Central Business District.

APPLICANT: Darren Johnson

Planning Manager Henschel presented the staff report as follows:

The applicant is requesting a conditional use permit (CUP) to allow a building to occupy more than 3,000 square feet of total floor area at 750 West Desoto Street in the Central Business District (CBD). Under Sec. 122-243 of the land development code (LDC), the CBD zoning district allows a variety of uses, but buildings 3,000 square feet or greater require a CUP.

The applicant proposes to enlarge the existing 2,500-square-foot building by approximately 1,000 square feet, giving a total building square footage of approximately 3,500 square feet.

The applicant proposes to use this building as a restaurant and brewery, which are permitted uses within the CBD zoning district.

Additional parking stalls will be required, and the applicant will be seeking a variance for a reduced overall parking count.

Staff believes the project meets the intent of the LDC, except for the CUP requirement. Therefore, staff recommends approval of the CUP request.

Applicant Darren Johnson, who is the owner of property, said the operating hours would be from 11:00 a.m. to 11:00 p.m. on the weekends, and likely 11:00 a.m. to 10:00 p.m. on week nights.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 2, 2017**

Page 2

He said he would like to build a porch in front of the building so that patrons could enjoy the view of the lake. He stated that there are 42 public parking spaces available, 21 on the street, and another 21 behind the restroom facility. He stated that he is the only business on the block and that the street parking is not utilized.

Chairman Jones asked if this issue had been addressed before. Mr Johnson said it was, when he came before the commission and wanted to have a banquet type facility.

Jackie Donatuccio, 3756 Fallscrest Circle said this project looks like something that is in Mascotte. She said it will not enhance the downtown area, and whatever goes in needs to be a little more family friendly. She stated that she no longer feels safe in Clermont, and wishes the downtown area would be more like Winter Garden.

Mr. Johnson said the building was built in 1925 and has served as many different things. It is a barn roofed building, and he wants to take it back to its original state. He wants the new building to look new, and the old part to look more rustic. He said that breweries are a big draw for many downtown areas. The brewery will service its patrons, and will not be a distribution brewery with trucks picking up product to be sold elsewhere.

Commissioner Proli asked if Mr. Johnson was from the Clermont area. He responded that he has been here for 25 years and his wife is 3rd generation.

She said there are many families and seniors here in Clermont and this doesn't fit in. She said it should be a restaurant and not a brewery.

Chairman Jones said it could be an asset for downtown.

Commissioner Smith said he has known Mr. Johnson for many years, and that all of his projects have been done very well.

Mr. Henschel explained that the question at hand was not if it can be a brewery, but rather if the building can be over 3,000 square feet in the Central Business District.

Commissioner Smith moved to approve the request, Commissioner Hubbard seconded the motion. The request was approved by a vote of 3-1 with Commissioner Proli voting against.

**2. REQUEST FOR AN AMENDMENT TO A PLANNED UNIT
DEVELOPMENT REZONING.**

APPLICANT: AC-Fulcrum

Planning Manager Henschel presented the staff report as follows:



**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 3/31/17

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): The Barn Brewery

APPLICANT: Darren Johnson

CONTACT PERSON: Darren Johnson

Address: 1075 W. Lakeshore Dr.

City: Clermont State: FL Zip: 34711

Phone: 352-205-6866 Fax: 352-242-3813

E-Mail: darren@dwj-p.com

OWNER: Darren Johnson

Address: 1075 W. Lakeshore Dr.

City: Clermont State: FL Zip: 34711

Phone: 352-205-6866 Fax: 352-242-3813

Address of Subject Property: 750 W. DeSoto

General Location: Between 8th & 7th

Legal Description (include copy of survey): Lot 10 & 12, Block 81, City of Clermont

Land Use (City verification required): _____

Zoning (City verification required): CDB - Mercantile



**CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION**

Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

Applicant is asking to renovate building on
750 W. De Soto & operate a brewery. Inside
would be a taproom & separate beer making operation.
The backyard would be used as a beer garden &
green space for pet owners.

Darren Johnson
Applicant Name (print)

Darren Johnson
Owner Name (print)

x Darren Johnson
Applicant Name (signature)

x Darren Johnson
Owner Name (signature)

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

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

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

Prepared by and return to:

Joni M Story

Employee

Merideth C. Nagel, P.A. Attorney at Law

1201 W. Hwy 50

Clermont, FL 34711

352-394-7408

File Number: N14SS-005

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 26th day of October, 2015 between Clermont Equestrian Saddlery & Tack, Inc., a dissolved Florida corporation, whose post office address is 750 W. Desoto St., Clermont, FL 34711, grantor, and Darren W. Johnson Productions, Inc., a Florida corporation, whose post office address is 1075 W. Lakeshore Dr., Clermont, FL 34711, grantee:

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

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

Lots 10 and 12, Block 81, Less and Except the North 8 feet thereof, Official Map of the City of Clermont, according to the map or plat thereof, as recorded in Plat Book 8, Pages 17 through 23, inclusive, of the Public Records of Lake County, Florida.

Parcel Identification Number: 2422250100-081-01000

This Conveyance is associated with, and appropriate to, the winding up and liquidation of the affairs 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; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2014**, and subject to restrictions, covenants, easements and other matters of record.

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

., sealed and delivered in our presence:

[Signature]
Witness Name: [Signature]

Witness Name: Mayra Liza Gordon

Clermont Equestrian Saddlery & Tack, Inc., a Florida corporation

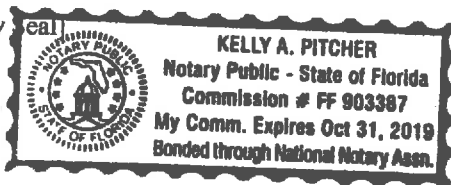
By: [Signature]
Carol McDaniel, President

(Corporate Seal)

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 26th day of October, 2015 by Carol McDaniel, President of Clermont Equestrian Saddlery & Tack, Inc., a Florida corporation, on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

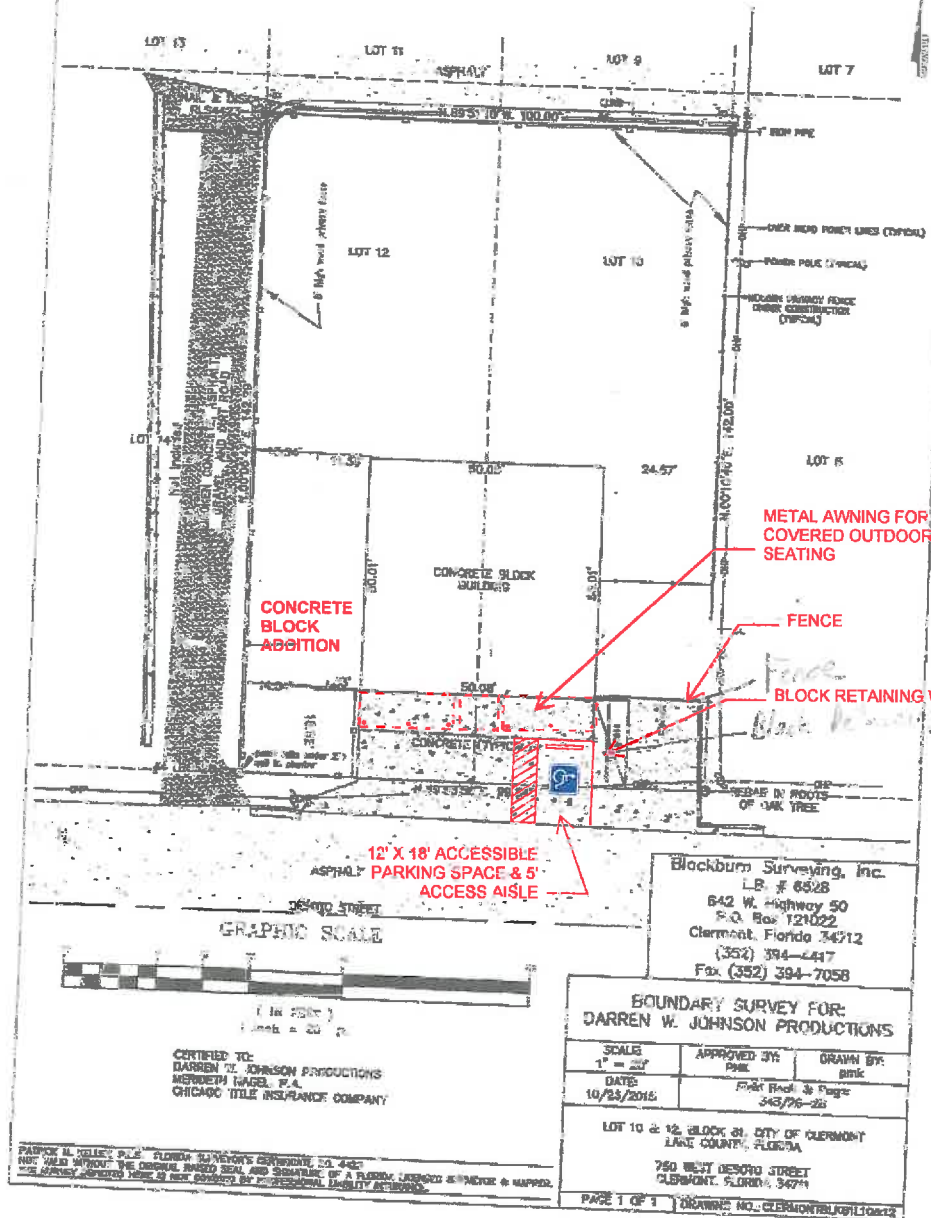
Printed Name: Kelly A. Pitcher

My Commission Expires: 10-31-15

MAP OF PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 17 THROUGH 24, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

NOTES:

1. BEARINGS BASED ON THE ASSUMED BEARING OF N89°58'56"E ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DESOTO STREET.
2. PROPERTY SHOWN HEREON CONTAINS 14,207 SQ. FT. (0.326 ACRES).
3. APPARENT ABOVEGROUND ENCROACHMENTS OF ANY AS SHOWN.
4. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED.
5. FENCE LINES SHOWN HEREON, IF ANY, MAY MEANDER ALONG SHOWN PAUL.
6. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAY, SETBACKS OR RESTRICTIONS.
7. THIS SURVEY IS SUBJECT TO THE SURVEY DISCLOSED BY TITLE COMMITMENT #5324022 ISSUED BY CHICAGO TITLE INSURANCE COMPANY.
8. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. THERE HAS BEEN NO ATTEMPT TO LOCATE ANIMAL OR PLANT SPECIES THAT MAY BE ENDANGERED, THREATENED, OR PROTECTED.
10. PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X".
11. CURBS SHOWN HEREON ARE COVERED AND BROKEN IN AREAS.

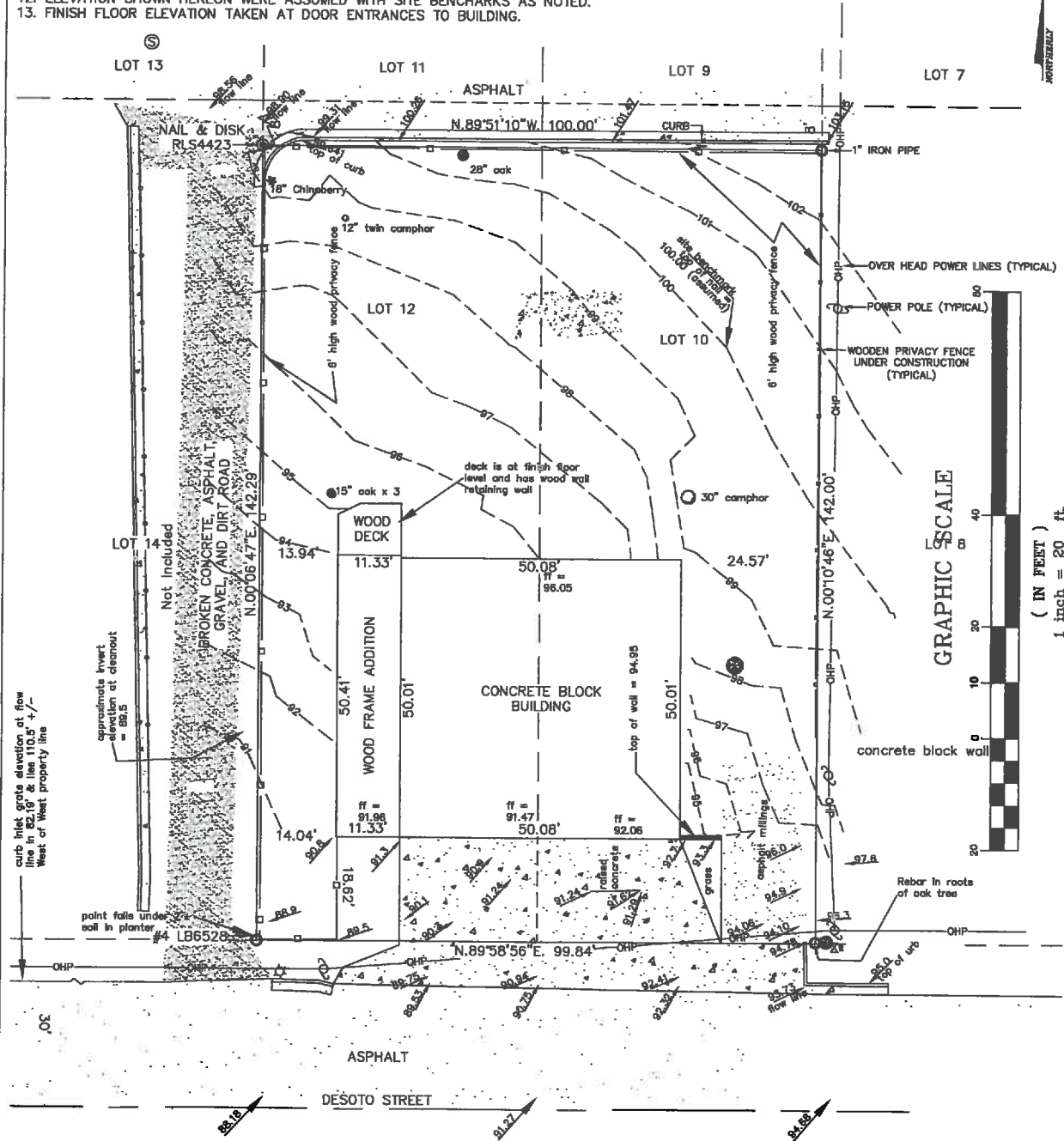


Conceptual Site Plan

LEGAL DESCRIPTION
 LOTS 10 AND 12, BLOCK 81, LESS AND EXCEPT THE NORTH 8 FEET THEREOF, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE
 MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY,
 FLORIDA.

NOTES:

1. BEARINGS BASED ON THE ASSUMED BEARING OF N.89°58'56"E. ALONG THE NORTHERLY RIGHT OF WAY LINE OF DESOTO STREET.
2. PROPERTY SHOWN HEREON CONTAINS 14,203 SQ. FT. 0.33± ACRES
3. APPARENT ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN.
4. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED.
5. FENCE LINES SHOWN HEREON, IF ANY, MAY MEANDER ALONG SHOWN PATH.
6. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAY, SETBACKS OR RESTRICTIONS.
7. THIS SURVEY IS SUBJECT TO THE FACTS DISCLOSED BY TITLE COMMITMENT #5324023 ISSUED BY CHICAGO TITLE INSURANCE COMPANY..
8. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. THERE HAS BEEN NO ATTEMPT TO LOCATE ANIMAL OR PLANT SPECIES THAT MAY BE ENDANGERED, THREATENED, OR PROTECTED.
10. PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X".
11. CURB IN NW CORNER IS COVERED. SOME CURBING IS BROKEN. THERE ARE CONCRETE WALLS THAT APPEAR TO BE COVERED IN THE SE CORNER OF PROPERTY.
12. ELEVATION SHOWN HEREON WERE ASSUMED WITH SITE BENCHMARKS AS NOTED.
13. FINISH FLOOR ELEVATION TAKEN AT DOOR ENTRANCES TO BUILDING.



- ☆ = Light pole
- ⊙ = Power pole
- ohp = overhead power lines
- = wood fence

CERTIFIED TO:
 DARREN W. JOHNSON PRODUCTIONS
 MERIDITH NAGEL, P.A.
 CHICAGO TITLE INSURANCE COMPANY

Blackburn Surveying, Inc.
 L.B. # 6528
 642 W. Highway 50
 P.O. Box 121022
 Clermont, Florida 34712
 (352) 394-4417
 Fax (352) 394-7058

BOUNDARY SURVEY FOR:
 DARREN W. JOHNSON PRODUCTIONS

SCALE: 1" = 20'	APPROVED BY: PMK	DRAWN BY: pmk
DATE: 10/23/2015	Field Book & Page: 343/26-28	

LOT 10 & 12, BLOCK 81, CITY OF CLERMONT
 LAKE COUNTY, FLORIDA
 750 WEST DESOTO STREET
 CLERMONT, FLORIDA 34711

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

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for an onsite brewery, food service establishments, and other retail uses to occupy more than 3,000 square feet of floor space in the Central Business District (CBD).

LOCATION

750 W. Desoto St.
Alternate Key 1614619

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

This request will be considered by the Planning & Zoning Commission on Tuesday, May 2, 2017 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, May 23, 2017 at 6:30pm.

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

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

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

Denise Noak
Acting City Clerk

Daily Commercial
April 25, 2017 and May 15, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, May 23, 2017			
Agenda Item Name			
Variance Request <i>Barn Brewery</i>			
Requested Action			
Recommend approval of variance request.			
Staff Report			
The applicant is requesting a variance to the parking requirements for property located 750 W. Desoto St. The applicant is proposing to enlarge the building by 1,000 square feet to operate a brewery/ restaurant establishment. Per section 122-247 of the land development code (LDC), this addition will require six additional spaces on site. The existing square footage of the building is "grandfathered" for the existing parking on site today. The existing parking on site does not meet current code requirements, and allows for only four vehicles. However, adjacent to this parcel is Desoto Street, which has approximately 19 on-street parallel parking stalls, and it is located approximately 140 feet from the City public parking lot at the southwest corner of Desoto Street and Seventh Street. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that all eight meet these findings. Therefore, staff recommends approval of the variance request. If the Council approves the request, staff is requesting that the variance becomes null and void at the time this business vacates the premises.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Maps	Location Map.docx	
2.	Review Criteria	Review Criteria.docx	
3.	Variance application	Barn Brewery var app.pdf	
4.	Legal Ad	Barn Brewery Variance Ad.docx	

Location Map: 750 West Desoto Street

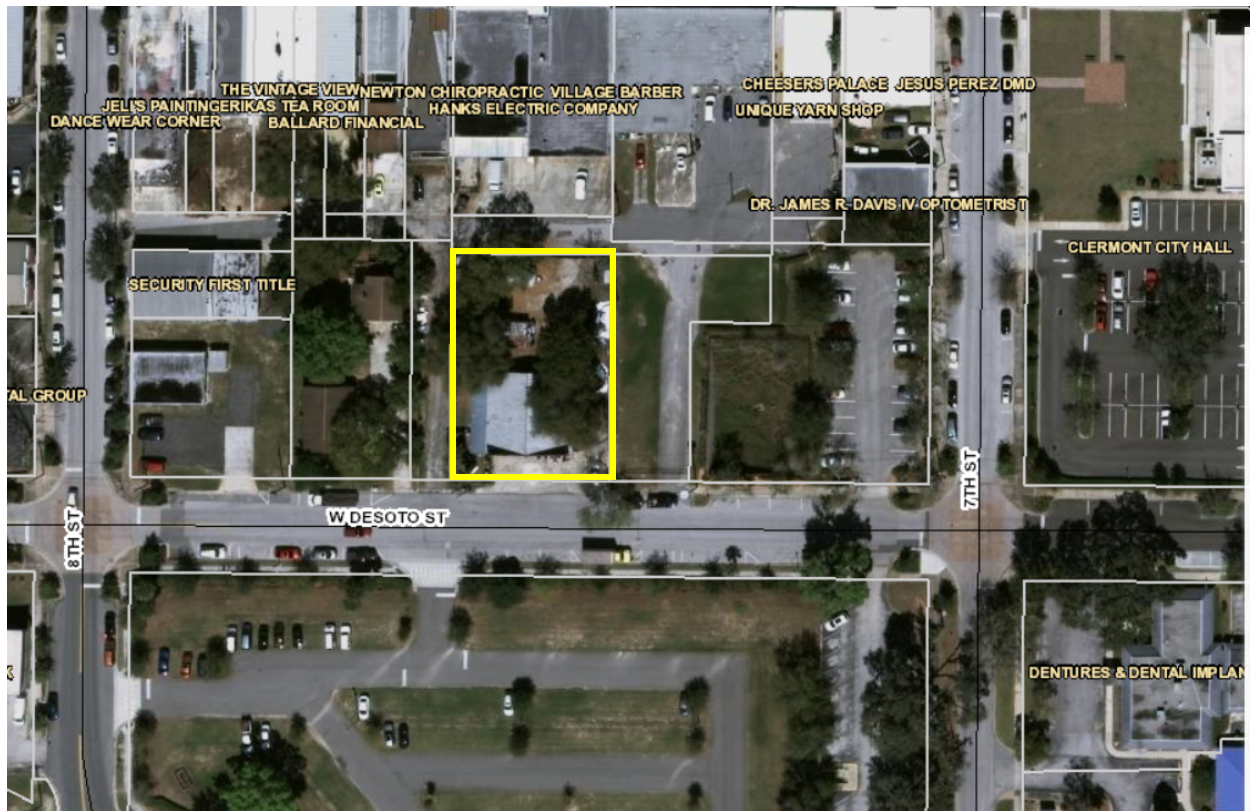


Exhibit 2

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:

Staff comments: *This building was constructed before the current code requirements. A parking lot was not considered as a requirement when the building was constructed.*
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:

Staff comments: *The current owner did not create this site that has limited parking on site.*
Positive 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:
Staff comments: *Other nearby parcels have been granted similar parking variances.*
Positive 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:

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:

Staff comments: *The applicant’s request for the variance seems to be the minimum variance necessary to make reasonable use of the land.*
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:

Staff comments: *The City Council has granted similar variance requests in the past for nearby parcels.*

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:

Staff comments: *The proposed variance does not seem to substantially diminish property values or alter the essential character of the area. The proposed development fits the character of the surrounding community and is compatible with the adjacent uses.*

Positive 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:

Staff comments: *Staff feels that the proposed project will be in harmony with the general intent and purpose of the land development code.*

Positive 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 all eight meet these findings. Therefore, staff recommends **approval** of the variance requests by the applicant to the Clermont Land Development Code.



VAR 1704-0005

CITY OF CLERMONT
VARIANCE
Application

DATE: 5/2/17 FEE: _____

PROJECT NAME (if applicable): Barn Brewery

APPLICANT: Darren Johnson

CONTACT PERSON: Darren Johnson

Address: 1075 W. Lakeshore Dr.

City: Clermont State: FL Zip: 34711

Phone: 352-205-6866 Fax: _____

E-Mail: darren@dwj-pic.com

OWNER: Darren Johnson

Address: Same

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 750 W. DeSoto St. Clermont

General Location: Downtown between 7th & 8th St.

Legal Description (include copy of survey): Lot 10412, Block 81, Clermont

Land Use (City verification required): CBD



Zoning (City verification required): _____

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

-122-247- reduction of parking stalls (5)

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

1000 sq addition - requires 5 additional spaces

How does the Code create a hardship? _____

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

Variance requested – subject and code section: _____

Sec. 86-174. Review criteria and findings.

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

(1) 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;

(2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;



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;

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

(5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

(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;

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and



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.

Darren Johnson
Applicant Name (print)

x Darren Johnson
Applicant Name (signature)

Darren Johnson
Owner Name (print)

x Darren Johnson
Owner Name (signature)

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

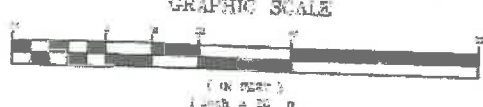
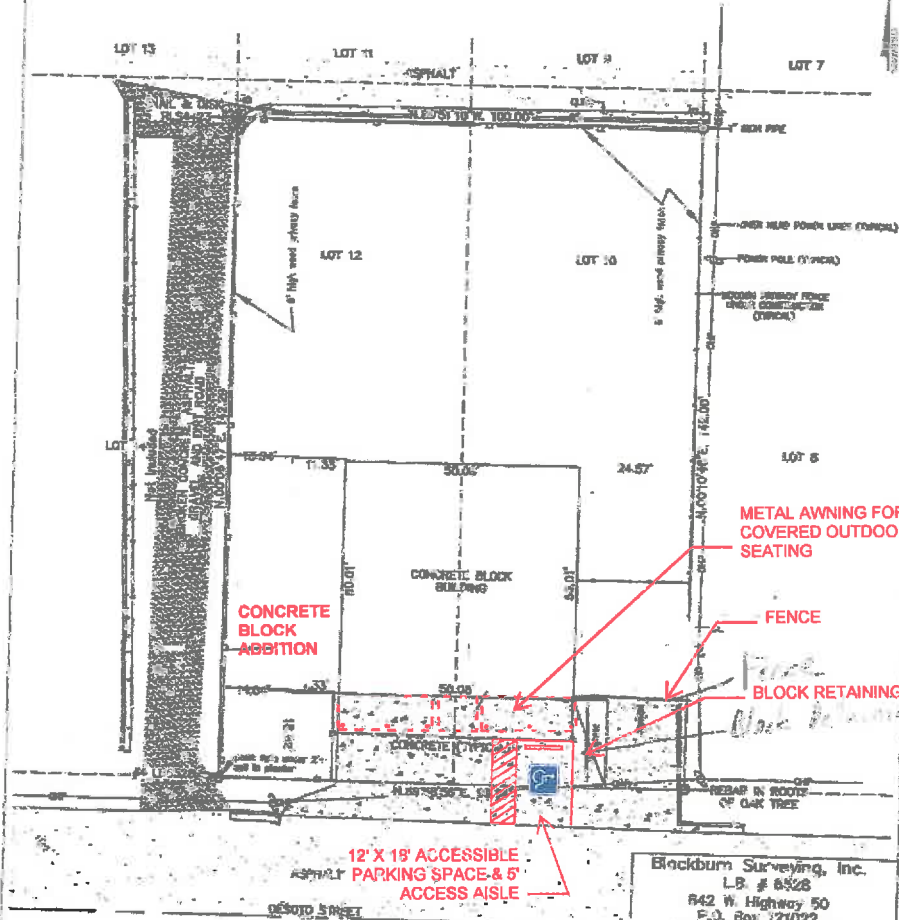
IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

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

MAP OF PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17 THROUGH 25, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

NOTES:

1. BEARINGS BASED ON THE ASSUMED BEARING OF N.88°58'56"E. ALONG THE NORTHERLY RIGHT OF WAY LINE OF DESOTO STREET.
2. PROPERTY SHOWN HEREON CONTAINS 14.329 SQ. FT. 0.3336 ACRES.
3. APPARENT ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN.
4. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED.
5. FENCE LINES SHOWN HEREON, IF ANY, MAY MEANDER ALONG SHOWN PAUL.
6. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAY, SETBACKS OR RESTRICTIONS.
7. THIS SURVEY IS SUBJECT TO THE FACTS DISCLOSED BY TITLE COMMITMENT #8324023 ISSUED BY CHICAGO TITLE INSURANCE COMPANY.
8. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. THERE HAS BEEN NO ATTEMPT TO LOCATE ANIMAL OR PLANT SPECIES THAT MAY BE ENDANGERED, THREATENED, OR PROTECTED.
10. PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X".
11. CLIPPS SHOWN HEREON ARE COVERED AND BROKEN IN APPELS.



CERTIFIED TO:
DARREN W. JOHNSON PRODUCTIONS
HERBERT HADD, P.A.
CHICAGO TITLE INSURANCE COMPANY

Blackburn Surveying, Inc.
L.B. # 8528
842 W. Highway 50
P.O. Box 121022
Clermont, Florida 34712
(352) 394-4477
Fax (352) 394-7058

**BOUNDARY SURVEY FOR:
DARREN W. JOHNSON PRODUCTIONS**

SCALE 1" = 20'	APPROVED BY: PAB	DRAWN BY: pink
DATE: 10/23/2015	Field Book & Pages: 342/36-28	

LOT 10 & 12, BLOCK 81, CITY OF CLERMONT
LAKE COUNTY, FLORIDA
750 WEST DESOTO STREET
CLERMONT, FLORIDA 34711

Conceptual Site Plan

Prepared by and return to:
Joni M Story
Employee
Merideth C. Nagel, P.A. Attorney at Law
1201 W. Hwy 50
Clermont, FL 34711
352-394-7408
File Number: NI4SS-005

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 26th day of October, 2015 between Clermont Equestrian Saddlery & Tack, Inc., a dissolved Florida corporation, whose post office address is 750 W. Desoto St., Clermont, FL 34711, grantor, and Warren W. Johnson Productions, Inc., a Florida corporation, whose post office address is 1075 W. Lakeshore Dr., Clermont, FL 34711, 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, trusts and trustees)

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

Lots 10 and 12, Block 81, Less and Except the North 8 feet thereof, Official Map of the City of Clermont, according to the map or plat thereof, as recorded in Plat Book 8, Pages 17 through 23, inclusive, of the Public Records of Lake County, Florida.

Parcel Identification Number: 2422250100-081-01000

This Conveyance is associated with, and appropriate to, the winding up and liquidation of the affairs 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; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014, and subject to restrictions, covenants, easements and other matters of record.

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

...sealed and delivered in our presence:

Clermont Equestrian Saddlery & Tack, Inc., a Florida corporation

By: Carol McDaniel
Carol McDaniel, President

Witness Name: [Signature]

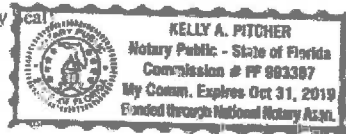
Witness Name: Mayra L. Gordon

(Corporate Seal)

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 26th day of October, 2013 by Carol McDaniel, President of Clermont Equestrian Saddlery & Tack, Inc., a Florida corporation, on behalf of the corporation. He/she [] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Kelly A. Pitcher

My Commission Expires: Oct 31, 2019

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a reduction of parking spaces for a proposed restaurant establishment instead of the required amount by the Land Development Code, Section 122-247 – Central Business District-Off Street Parking at the following location:

LOCATION:

750 West Desoto Street
The Barn Brewery
(Alt. Key 1614619)

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, May 23, 2017 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.

Denise Noak, CMC
Acting City Clerk

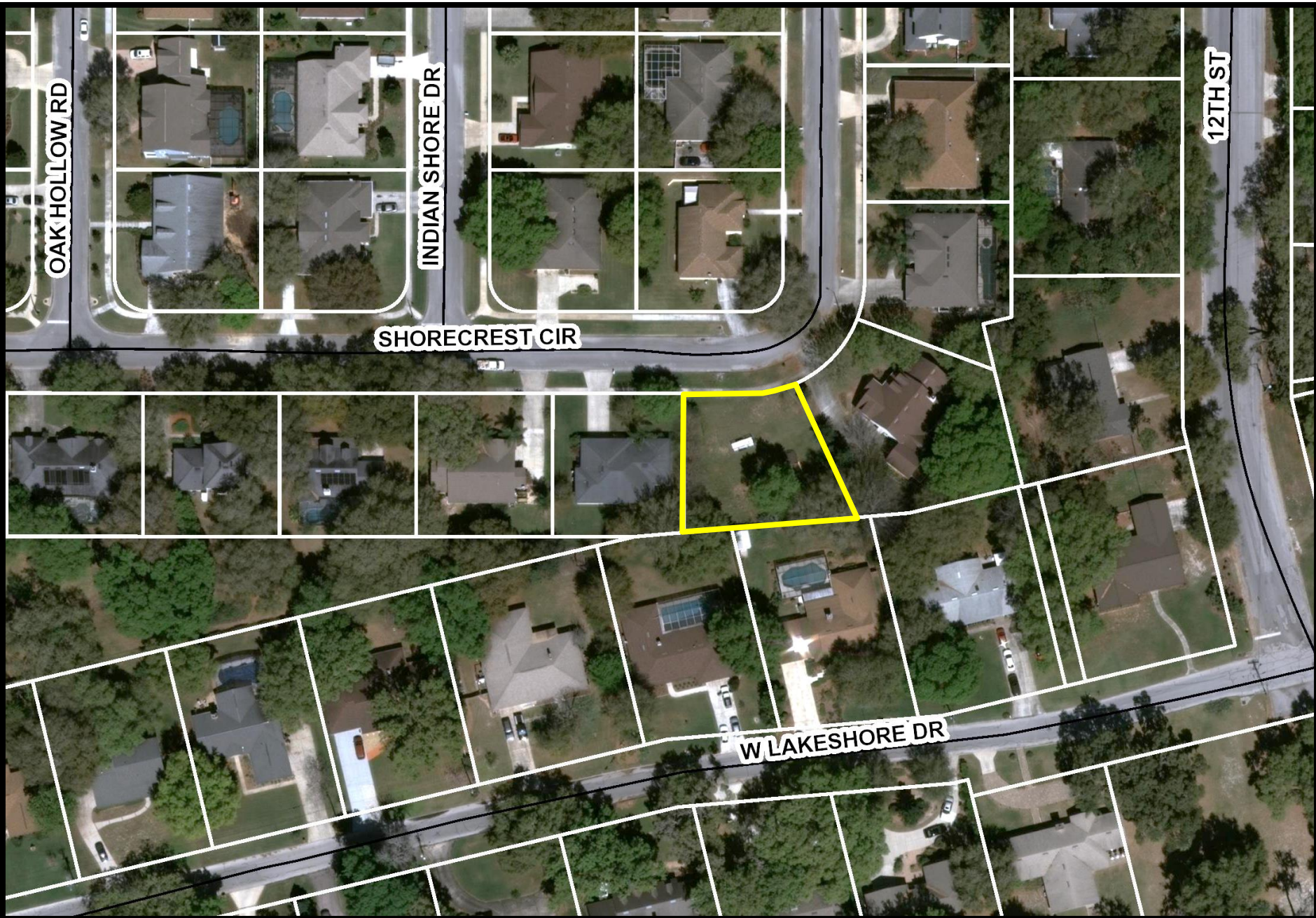
Daily Commercial
May 16, 2017



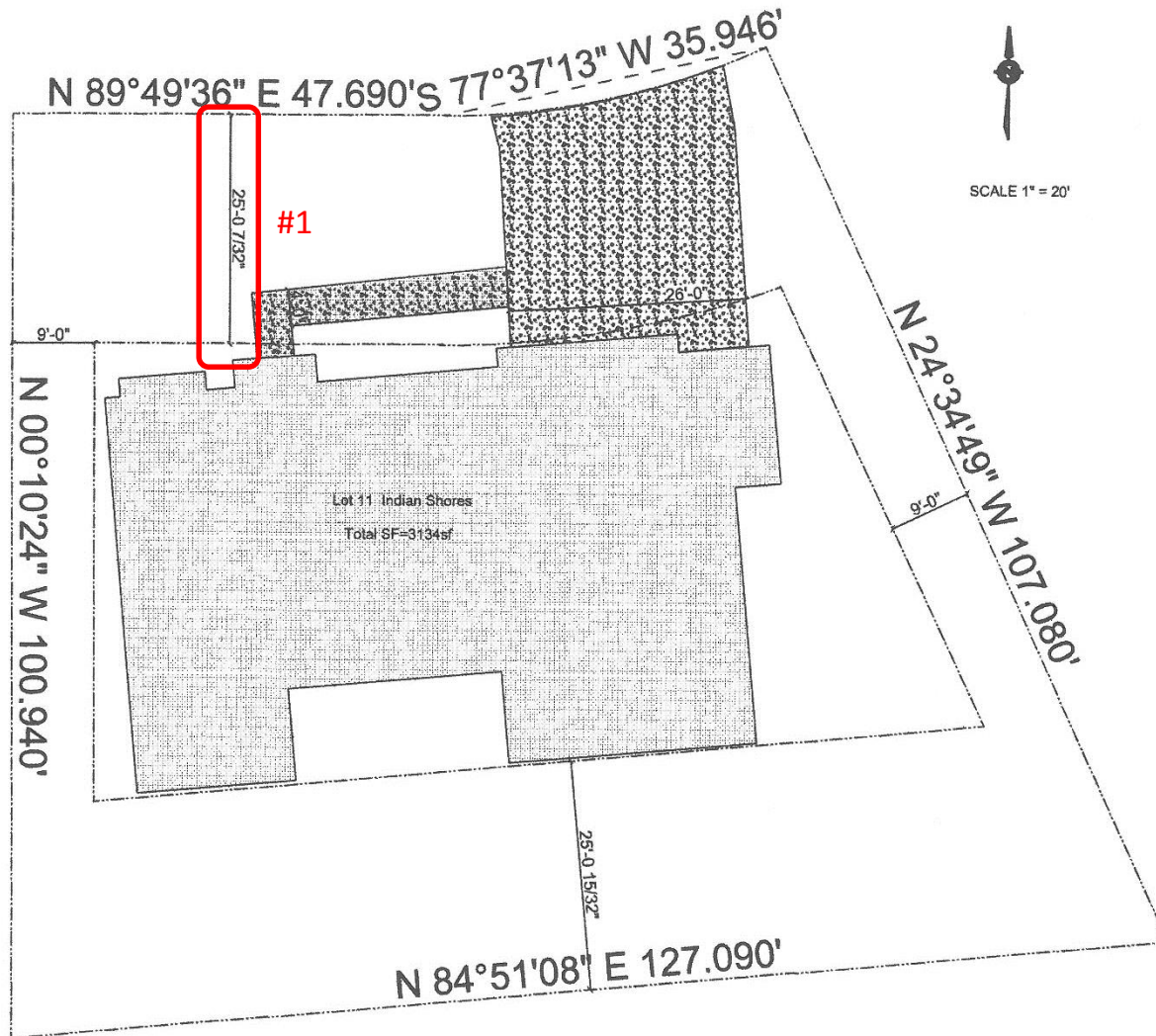
AGENDA ITEM

Meeting Date		
Tuesday, May 23, 2017		
Agenda Item Name		
Variance Request <i>Lot 11 Indian Shores</i>		
Requested Action		
Recommend denial of variance request.		
Staff Report		
The owner, Gray's Services, LLC, is requesting the following variance to the Land Development Code (LDC): (1) To allow for a front-yard setback of 25 feet instead of 35 feet as required by the LDC, Section 122-105 The owner is requesting this variance in order to construct a one-story single-family residence. The vacant lot is located in the Indian Shores subdivision and is zoned R-1-A Single Family Low Density Residential. The zoning requires a 35-foot front-yard setback. The owner is requesting a 25-foot front-yard setback. The owner has indicated that multiple variances have been granted throughout the subdivision, thus allowing larger homes to be built. Staff has confirmed through City records that roughly half the lots in Indian Shores have received variances in the past for a front-yard setback of 25 feet. Although the owner recently purchased the lot, due diligence prior to the purchase would have identified the zoning requirements. Section 86-174 of the LDC requires a positive finding on eight criteria in order to grant a variance, and staff believes that one of the eight do not meet these findings. Therefore, staff recommends denial of the variance.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Map and Exhibit A	Grays Services Variance Maps.pdf	
2. Supporting Docs	Supporting Docs.pdf	
3. Review Criteria	Review Criteria.docx	
4. Application	Variance application.pdf	
5. Legal Ad	VAR Legal AD Grays Services.docx	

Lot 11 Indian Shores – Gray's Services Variance



Lot 11 Indian Shores – Gray's Services Variance



Variance:

1: to allow for a front yard setback of 25 feet – rather than 35 feet setback

Lot 11 Indian Shores – Gray's Services Variance Clarified Exhibit A

EXHIBIT "A"



**CITY OF CLERMONT**

August 10, 2005

Planning & Zoning

Orion Development Corp
Attn: Paul Wolfe
1600 Oregon Street
Orlando, FL 32803

Re: Variance request - Indian Shores

Dear Mr. Wolfe,

The City Council of the City of Clermont, at their regular scheduled meeting held Tuesday, August 9, 2005 approved your request for the following variances:

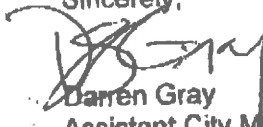
- 1) To allow for a front yard setback of 25 feet rather than the 35 feet required by code in R-1-A zoning district on lots 1, 2, 25, 29, 30, 31, 32, 33, 35, 40, 41, 44, 46, 49, 54, 55, 56, 59 and 68.
- 2) To allow for a side yard setback of 20 feet rather than the 35 feet required by code in the R-1-A zoning district on lots 1, 32, 33, 44, 56 and 68. ✓

CORNER

Construction must begin within one (1) year from the date the variance was granted (August 9, 2006) or the variance will be null and void.

Please feel free to contact me if I can be of any assistance.

Sincerely,


Darren Gray
Assistant City Manager

DG:jcm

lot 68 ! done
lot 44 ! 1-11-05
lot 33 12-13-05



CITY OF CLERMONT

June 4, 2004

Office of the Planning Director

Palmview Homes Inc.
Attn: George Battaglia
200 Highway 27, Suite C
Clermont, FL 34711

Re: Variance request – Indian Shores Lot 64

✓ recd
10/8/04

Dear Mr. Battaglia,

The City Council of the City of Clermont, at their regular scheduled meeting held Tuesday, May 25, 2004 approved your request for a variance to allow for a front yard setback of 25 feet rather than the 35 feet called for by code.

Construction must begin within one (1) year from the date the variance was granted (May 25, 2005) or the variance will be null and void.

Please feel free to contact me if I can be of any assistance.

Sincerely,


D. Barry Brown
Director of Planning

DBB:jcm



CITY OF CLERMONT

June 4, 2004

Office of the Planning Director

William S. & Vicki O. Thomas
P.O. Box 120448
Clermont, FL 34712

Re: Variance request – Indian Shores Lot 5

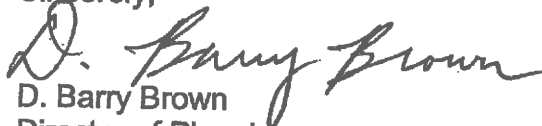
Dear Mr. & Mrs. Thomas,

The City Council of the City of Clermont, at their regular scheduled meeting held Tuesday, May 25, 2004 approved your request for a variance to allow for a front yard setback of 25 feet rather than the 35 feet called for by code.

Construction must begin within one (1) year from the date the variance was granted (May 25, 2005) or the variance will be null and void.

Please feel free to contact me if I can be of any assistance.

Sincerely,


D. Barry Brown
Director of Planning

DBB:jcm



CITY OF CLERMONT

June 10, 2004

Office of the Planning Director

Angel Rivera
577 E. 17th Street
Hialeah, FL 33010

Re: Variance request

✓ Lot 50

Dear Mr. Rivera,

The City Council of the City of Clermont, at their regular scheduled meeting held Tuesday, June 8, 2004 approved your request for variances to allow the following:

1. To allow for a 20 foot side yard setback on a corner rather than the 35 feet required by code;
2. To allow a 25 foot front yard setback rather than the 35 feet required by code.

Construction must begin within one (1) year from the date the variance was granted (June 8, 2005) or the variance will be null and void.

Please feel free to contact me if I can be of any assistance.

Sincerely,

D. Barry Brown
D. Barry Brown
Director of Planning

DBB:jcm



CITY OF CLERMONT

April 20, 2004

Office of the Planning Director

Orion Development Corp.
Attn: Paul C. Wolfe
1600 Oregon Street
Orlando, FL 32803

Re: Variance request

Dear Mr. Wolfe,

The City Council of the City of Clermont, at their regular scheduled meeting held Tuesday, April 13, 2004 approved your request for a variance to allow the following:

To allow a front yard setback of 25 feet as opposed to the 35 feet required by code for Lots 1,2,6,8,27,28,29,30,31,32,33,35,38,40,41,44,46,48,49,51,54,55,56,59,61,62 and 68.

Construction must begin within one (1) year from the date the variance was granted (April 13, 2005) or the variance will be null and void.

Please feel free to contact me if I can be of any assistance.

Sincerely,

D. Barry Brown
D. Barry Brown
Director of Planning

DBB:jcm



CITY OF CLERMONT

May 15, 2003

Office of the City Manager

Indian Shores Development Corp.
Attn: Mark L. Kinchla
513 Central Avenue
Orlando, FL 32801

Re: Variance request

Dear Mr. Kinchla,

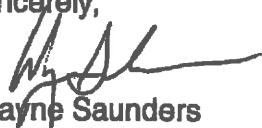
The City Council of the City of Clermont, at their regular scheduled meeting held Tuesday, May 13, 2003 approved your request for a variance to allow the following:

A side yard setback of twenty (20) feet as opposed to the thrity-five (35) feet required by code for corner lots 1,32,33,38,44,51,56,57,62 and 68.

Construction must begin within one (1) year from the date the variance was granted (May 13, 2004) or the variance will be null and void.

Please feel free to contact me if I can be of any assistance.

Sincerely,


Wayne Saunders
City Manager

WS:jcm



CITY OF CLERMONT

August 27, 1999

Office of the City Manager

Mr. Mark Kinchla
Indian Shores Development Corp.
1131 Delaney Avenue
Orlando, FL 32805

Re: Variance request – Corner lots in Indian Shores Subdivision

Dear Mr. Kinchla:

The City Council of the City of Clermont, at their regular scheduled meeting held Tuesday, August 24, 1999 approved your request for a variance to allow the following:

Lots 38, 50, 51, 62 and 63 shall be allowed to have a twenty (20) foot setback on the south side adjacent to a public street, rather than the thirty-five (35) foot setback normally required.

Lots 57 and 68 shall be allowed to have a twenty (20) foot setback on the north side adjacent to a public street, rather than the thirty-five (35) foot setback normally required.

Lot 1 shall be allowed to have a twenty (20) foot setback on the west side adjacent to a public street, rather than the thirty-five (35) foot setback normally required.

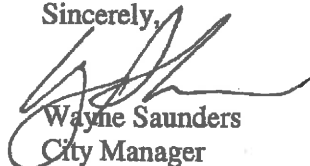
Lot 32 shall be allowed to have a twenty (20) foot setback on the east side adjacent to a public street, rather than the thirty-five (35) foot setback normally required.

Lots 33, 44, 45 and 56 shall be allowed to have a twenty (20) foot setback on either one of the two street frontages, rather than the thirty-five (35) foot setback normally required.

Construction must be completed within one (1) year from the date the variance was granted (August 24, 2000) or the variance will be null and void.

Please feel free to contact me if I can be of any assistance.

Sincerely,



Wayne Saunders
City Manager

WS/mo

Lot 11 Indian Shores – Gray’s Services 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: Multiple variances have been granted throughout this subdivision, thus allowing a larger home to be built.

Staff comments: Staff agrees that multiple variances have been granted for front yard setbacks in this subdivision, which has the same zoning, R-1-A Single Family Low Density.

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: Yes, I think, we, the owners, would like the variance to build a larger one story home.

Staff comments: The owner does have an interest in the property and is requesting the variance for the front yard setback reduction.

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: Yes, as multiple variances have already been given, the current setback would most likely change the preferred one-story layout and require a more expensive two-story.

Staff comments: Since multiple properties in this subdivision have received the reduced front yard setback variance, it could be perceived that the rights commonly enjoyed by other properties in the subdivision would work an undue hardship on the applicant.

Positive 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, the request for the variance has more to do with the layout of the home, than with cost savings.

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 and No. Yes, because the property setback is not parallel to the rear setback, causing the home to be further from the front setback than usual. No, because even though we are requesting 10 feet more, the home will only appear to need 5 feet.

Staff comments: The applicant's request for the variance seems to be the minimum variance necessary to make the reasonable use of land and structure.

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: I do not believe so, because there is only one or two empty lots left to build on.

Staff comments: The City Council has granted similar variance requests in the past for a reduced front yard setback in this subdivision.

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: Just the opposite. A larger home with a nicer footprint will raise property values.

Staff comments: The proposed variance does not seem to substantially diminish property values or alter the essential character of the area.

Positive 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: Seeing how a large part of the subdivision has already been granted variances, I do not see how it can be detrimental at all. See Exhibit "A".

Staff comments: Staff feels that granting the variance will not be injurious to the surrounding properties or detrimental to the public welfare.

Positive 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 **one** of the eight do not meet these findings. Therefore, staff recommends **denial** of the variance request by the applicant to the Clermont Land Development Code.



CITY OF CLERMONT
VARIANCE
Application

DATE: 4/24/17 FEE: _____

PROJECT NAME (if applicable): SINGLE FAMILY RESIDENCE

APPLICANT: GRAYS SERVICES, LLC

CONTACT PERSON: JIM GRAYFORD

Address: 19923 W. ELABORADO DRIVE

City: EUSTIS State: FL Zip: 32736

Phone: 352-267-4511 Fax: N/A

E-Mail: SHARPLINEDESIGN@GMAIL.COM

OWNER: GRAYS SERVICES LLC

Address: 19923 W. ELABORADO DRIVE

City: EUSTIS State: FL Zip: 32736

Phone: 352-267-4511 Fax: N/A

Address of Subject Property: LOT 11 INDIAN SHORES

General Location: BACK LEFT CORNER OF INDIAN SHORES
SUBDIVISION.

Legal Description (include copy of survey): LOT 11 INDIAN SHORES, ACCORDING
TO PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES
71 & 72, OF THE PUBLIC RECORDS OF LAKE COUNTY FL.

Land Use (City verification required): Low Density



Zoning (City verification required):

R-1-A

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

122-105 YARDS

FRONT YARD : 25' INSTEAD OF 35'

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

FAMILY RESIDENCE

How does the Code create a hardship? MOST LIKELY REQUIRE US TO BUILD A

TWO STORY HOME TO MEET THE SQUARE FOOTAGE WE INTEND TO
BUILD.

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

Variance requested – subject and code section: 122-105 Front YARD

SETBACK

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;

MULTIPLE VARIANCES HAVE BEEN GRANTED THROUGHOUT THIS

SUBDIVISION, THUS ALLOWING A LARGER HOME TO BE BUILT.

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

YES (I THINK) WE (THE OWNERS) WOULD LIKE THE

VARIANCE TO BUILD A LARGER ONE STORY HOME



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;

YES, AS MULTIPLE VARIANCES HAVE ALREADY BEEN GIVEN, THE
CURRENT SETBACK WOULD MOST LIKELY CHANGE THE PREFERRED ONE-
STORY LAYOUT & REQUIRE A MORE EXPENSIVE TWO STORY.

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

NO, THE REQUEST FOR THE VARIANCE HAS MORE TO DO WITH
THE LAYOUT OF THE HOME, THAN WITH COST SAVINGS.

(5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

YES & NO. YES, BECAUSE THE PROPERTY FRONT SETBACK IS NOT
PARALLEL TO THE REAR SETBACK, CAUSING THE HOME TO BE FURTHER
FROM THE FRONT SETBACK THAN USUAL. NO, BECAUSE EVEN THOUGH
WE ARE REQUESTING 10' MORE, THE HOME WILL ONLY APPEAR TO NEED 5'.

(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;

I DON'T BELIEVE SO, BECAUSE THERE IS ONLY ONE OR
TWO EMPTY LOTS LEFT TO BUILD ON.

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and

JUST THE OPPOSITE. A LARGER HOME WITH A NICER FOOTPRINT
WILL RAISE PROPERTY VALUES.



**CITY OF CLERMONT
VARIANCE**

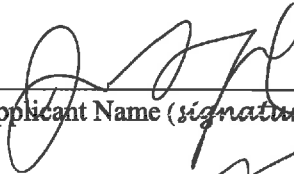
Application

Page 4

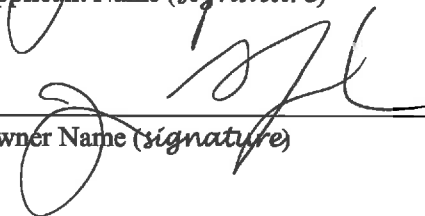
(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

SEEING HOW A LARGE PART OF THE SUBDIVISION HAS ALREADY
BEEN GRANTED VARIANCES, I DON'T SEE HOW IT CAN BE
DETRIMENTAL AT ALL. SEE EXHIBIT "A" ATTACHED

Jim GRAYFORD
Applicant Name (print)

X 
Applicant Name (signature)

Jim GRAYFORD
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

Prepared By and Returned To:
Kristy J McNeil
Watson Title Services, Inc.
1435 West S.R. 434, Suite 109,
Longwood, FL 32750
(407) 645-1310
File Number: 4170531
Incident to the issuance of a title insurance contract.

THIS WARRANTY DEED

Made this **7th day of April, 2017** by
Heath Construction Co, a Florida Corporation

hereinafter called the grantor, to
**Grays Services LLC, a Florida Limited Liability
Company**

whose post office address is:
**19923 W. Eldorado Drive
Eustis, FL 32736-9472**

hereinafter called the grantee:
(Whenever used herein the term "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)

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, Florida**, viz:

LOT 11, INDIAN SHORES, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 71 AND 72, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Subject to covenants, restrictions, easements of record and taxes for the current year.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the state of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

Parcel Identification Number: 26-22-25-035000001100

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

TO HAVE AND TO HOLD, the same in fee simple forever.

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

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness #1: (Signature)
Print Name: *Goldie Patten*
[Signature]
Witness #2: (Signature)
Print Name: *Brenda L. Echevarria*

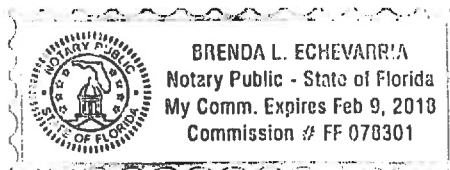
Heath Construction Co, a Florida Corporation

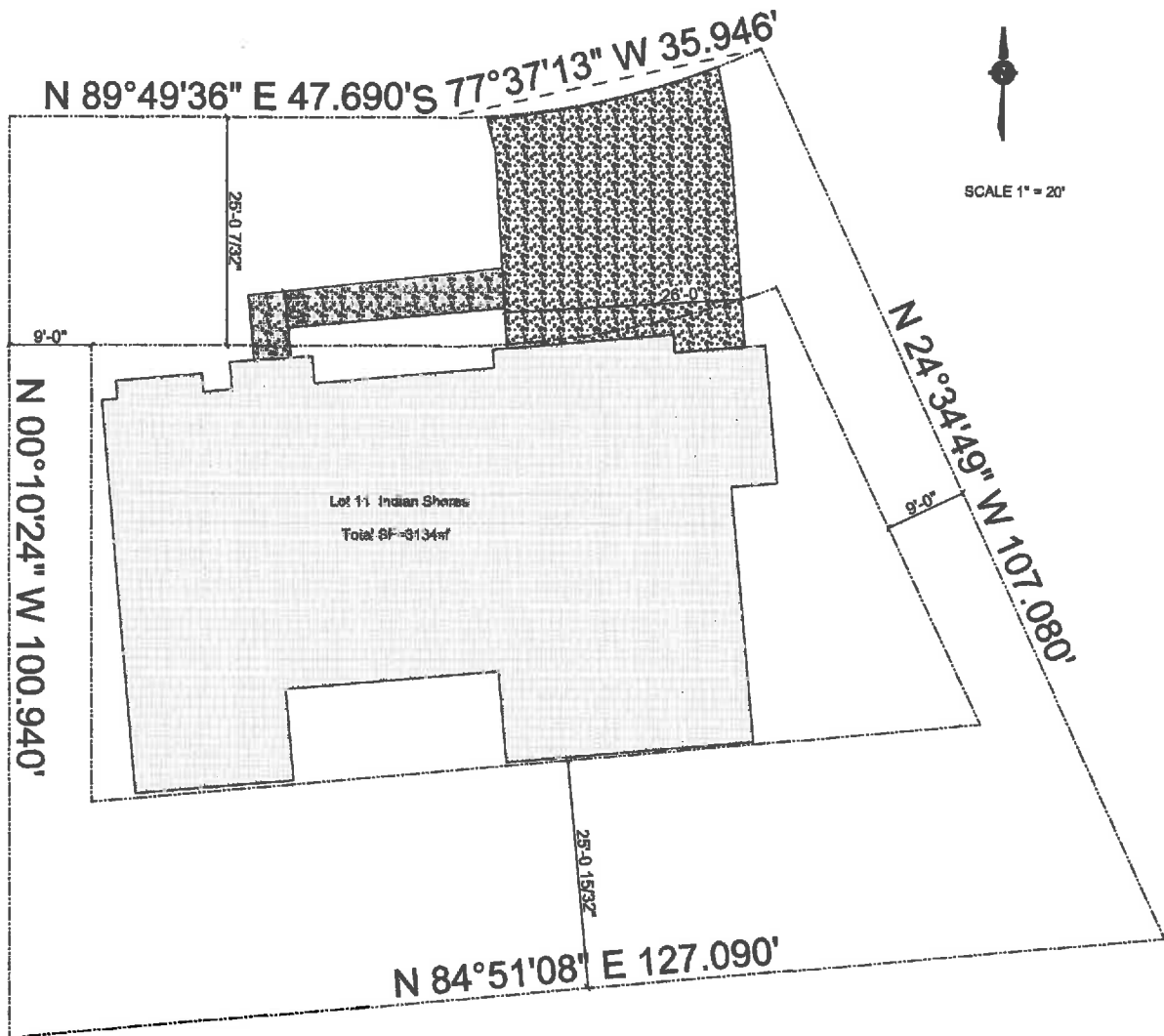
[Signature]
By: Gary L. Heath, Vice President,
1220 Shorecrest Circle
Clermont, FL 34711-2942

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this **7th day of April, 2017**, by **Gary L. Heath, Vice President of Heath Construction Co, a Florida Corporation**, who is personally known to me or who has produced a drivers license as identification.

[Signature]
NOTARY PUBLIC (signature)
Print Name: *Brenda L. Echevarria*
My Commission Expires: *Feb 9, 2018*
Stamp/Seal:





SCALE 1" = 20'

AltKey	OwnerName	PropertyAddress	Front Setback	
3673085	GREENHILL CATHERINE L	1214 SHORECREST CIR CLERMONT FL 34711	35	
3673093	RICKERDS RYAN L & JENNIFER L	1216 SHORECREST CIR CLERMONT FL 34711	25*	Variance
3673107	SUNTRUST MORTGAGE INC	1218 SHORECREST CIR CLERMONT FL 34711	35	
3673115	HEATH GARY L & NANCY A	1220 SHORECREST CIR CLERMONT FL 34711	35	
	Vacant Lot			
3673131	STEWART JOSEPH JR & KRISTINE V	1224 SHORECREST CIR CLERMONT FL 34711	35	
3673140	ALEX KEVIN T	1226 SHORECREST CIR CLERMONT FL 34711	25*	Variance - 1-22-08
3673158	KATSANIS ANDREW T & HEIDI S	1228 SHORECREST CIR CLERMONT FL 34711	35	
3673166	LEE THOMAS W & LAURIE B	1230 SHORECREST CIR CLERMONT FL 34711	35	
3673174	WOOD DAVID L & CARLA M	1232 SHORECREST CIR CLERMONT FL 34711	35	
3673182	ABISTADO DAWN & ALLAN	1234 SHORECREST CIR CLERMONT FL 34711	35	
3673191	RAGLE DANIEL R & CONNIE S	1236 SHORECREST CIR CLERMONT FL 34711	35	

Jim Grayford
352.267.4511

NOTES:

1. THIS BOUNDARY SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTIES ARE SUBJECT TO ALL COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD.
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC IF SHOWN IS +/-.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY BEARINGS AND DISTANCES ARE SHOWN AS PLATTED UNLESS DENOTED AS MEASURED.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. PROPERTY HEREON LOCATED IN ZONE 7' PER F.I.R.M. MAP PANEL NO. 12069C 0570 E DATED 12-18-12.
7. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS, EAVES, IF ANY, NOT LOCATED OR SHOWN.

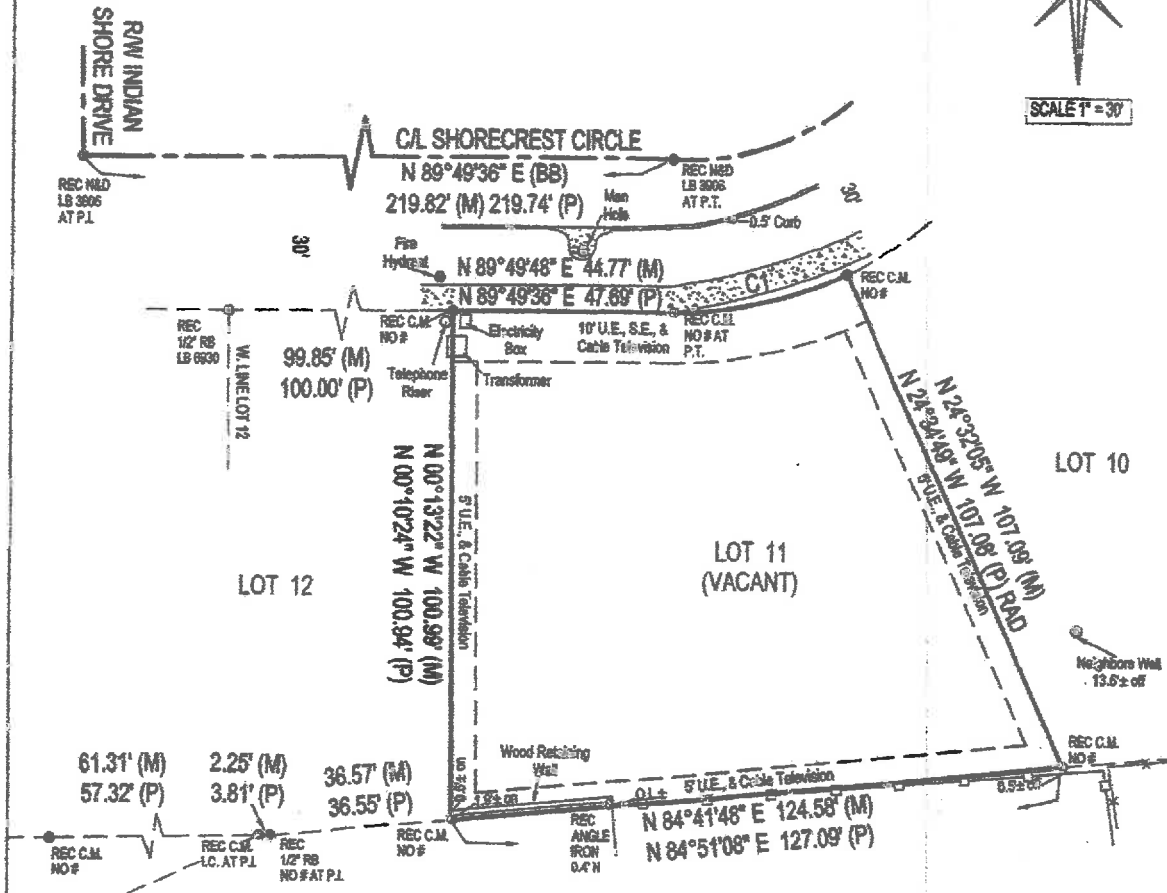
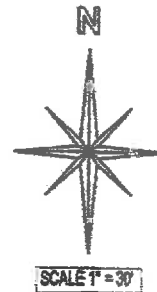


Boundary
And
Mapping
Associates, Inc.

LAND
SURVEYORS
LB 4985

109 WEST ORANGE STREET
ALTA MONTE SPRINGS, FL
32714
PH. (407) 633-1155

NOTE:
NO BUILDING SETBACKS SHOWN
UNLESS PROVIDED TO THIS SURVEYOR.



OFFICIAL MAP OF THE CITY OF CLERMONT
INDIAN HILLS SECTION
P.B. 8, PGS. 17-23

DESCRIPTION: LOT 11, INDIAN SHORES, ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 38, PAGE(S) 71
AND 72, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1 (R)	85.08'	24°28'22"	36.34'	36.07'	S 77°35'11" W
C1 (P)	85.08'	24°24'25"	33.21'	36.94'	S 77°37'25" W

CERTIFIED TO:
GRAYS SERVICES LLC, A FLORIDA LIMITED LIABILITY COMPANY
WATSON TITLE SERVICES, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Watson- Clermont
Realtor: Monique McGuire
(Phone): 352-243-4747

ORDERED BY:



Watson Realty Corp.

Title Services, Inc.

JOB NO.: 17-758

DATE:
FIELD: 04-07-17

SIGNED: 04-10-17

DRAWN BY: JOB

P.C.: RP

CHECKED BY: RWJ

LEGEND

REC - RECOVERED
I.P. - IRON PIPE
L.C. - LUMBER OFF SET
C.M. - CONCRETE MONUMENT
R.B. - REBAR
R.M. - RADIAL
N.R. - NOT RADIAL
M.D. - TAIL & DISC
P. - PER PLAT
Q. - AS MEASURED
O. - PER DESCRIPTION
Q.L. - ON LINE
P.C. - POINT OF CURVATURE
P.T. - POINT OF TANGENCY
R/W - RIGHT-OF-WAY

CONCRETE
P.A.V.E.R. / BRICK
P.R.C. - POINT OF REVERSE CURVE
R.P. - RADIUS POINT
R. - RADIUS
L. - LENGTH OF ARC
S.E. - SIDEWALK EASEMENT
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
L.E. - LANDSCAPE EASEMENT
P.E. - POOL EASEMENT
P.P. - POWER POLE
X - CHAIN LINK / WIRE FENCE
W - WOODEN FENCE
V - VINYL FENCE
A - ALUMINUM FENCE

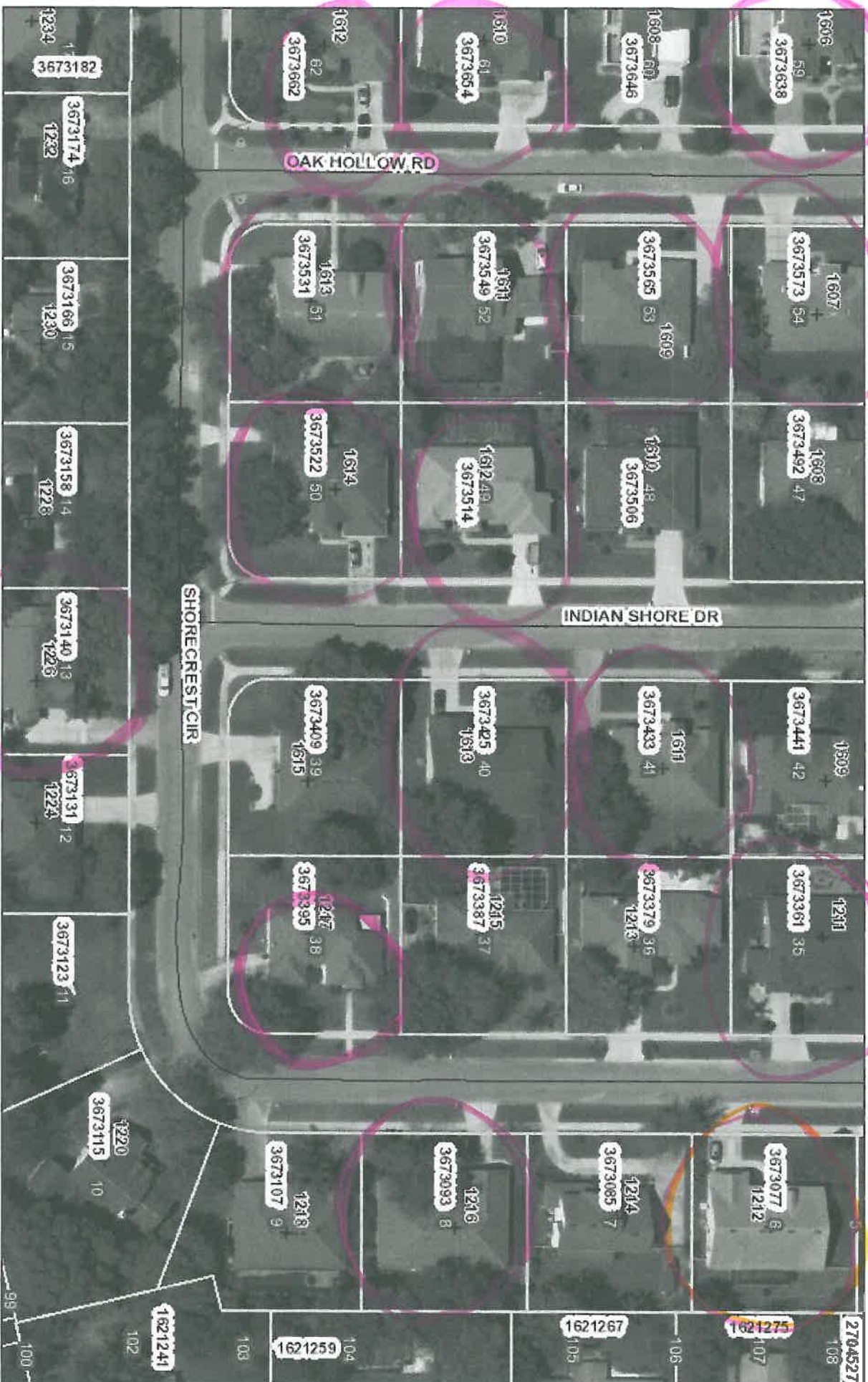
This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the minimum technical standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 53-17 F.A.C. pursuant to section 472-027 Florida Statute.

Rodney W. Jackson
RODNEY W. JACKSON, PSM 6281

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

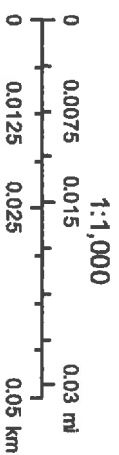


Exhibit "A"



April 24, 2017

- ☐ County Boundary ☐ Subdivision Lot Numbers ☐ Tax Parcels Alternate Key
☐ Street Names ☐ Address Locations ☐ Tax Parcels
☐ Local Streets ☐ Property Name ☐ Surrounding Counties





- (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;
- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
- (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;
- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;
- (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;
- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and
- (9) 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.

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

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

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

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



ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

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

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

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

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

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

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



CITY OF CLERMONT
VARIANCE
Filing Instructions
Page 2

Check List

The following information shall be provided:

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

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



Cash Register Receipt

City of Clermont

Receipt Number
R12437

DESCRIPTION	ACCOUNT	QTY	PAID
ProjectTRAK			\$300.00
VAR1704-0004 Address: SHORECREST CIR Apn: 3673123			\$300.00
PUBLIC HEARING APPLICATION			\$300.00
VARIANCE APPLICATION FEE RESIDENTIAL	10329-32900	0	\$300.00
TOTAL FEES PAID BY RECEIPT: R12437			\$300.00

MAY 23
VAR.

Date Paid: Tuesday, April 25, 2017

Paid By: GRAY'S SERVICES LLC

Cashier: DS

Pay Method: CREDIT CARD 0569

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow a front yard setback of 25 feet instead of 35 feet as required by the Land Development Code, Section 122-105 – Yards; at the following location:

LOCATION:

Vacant lot - Lot 11 Indian Shores Subdivision
Shorecrest Circle
(Alt. Key 3673123)

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, May 23, 2017 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.

Denise Noak
Acting City Clerk

Daily Commercial
May 16, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, May 23, 2017	
Agenda Item Name	
Waterfront Park Concession & Rental Services	
Requested Action	
Staff Report	
Waterfront Park Concession & Rental Services Timeline of Events. RFP 13-016 was issued on May 16, 2013 and awarded to Clermont Waterfront Bikes and Boards, Inc., contract number 2013-53. The term of the contract was for two (2) years with three (3) 1-year renewals at the option of the City. The original contract term expired on August 12, 2015. At the option of the City, the contract was renewed for an additional one (1) year ending August 12, 2016. The Purchasing Department issued RFP number 16-057 on July 28, 2016 following requests from residents and businesses. However, there were errors with the solicitation and the solicitation was cancelled on July 29th to revise the specifications. A revised RFP number 16-058 for recreational rental services was issued on August 3, 2016 and closed on September 8, 2016. The Purchasing Department received one proposal from Clermont Waterfront Bikes and Boards, Inc. The Purchasing Department issued an award recommendation to Clermont Waterfront Bikes and Boards Inc. on November 23rd, 2016. However, no agreement was signed or executed by the respondent. After several weeks of little communication between the City and the respondent, Clermont Waterfront Bikes and Boards asked the City to revise the terms of the agreement including requesting a ten (10) year term. City staff reviewed other current agreements at Waterfront Park and proposed a revised term which included a monthly rental payment to the City of \$300 plus applicable taxes and a three year lease with no option to renew. The agreement terms are in line with Kona-Ice, who has been under contract with the City since September 2015 and does not reside in any City facility. The original agreement between the City of Clermont and Clermont Waterfront Bikes and Boards, Inc. has been in place since August 2013 and expired August 2016. The City received a total of \$1,843.72 during the term of the Agreement and has incurred expenses totaling \$12,343.27.	
Additional Analysis	

Fiscal Impact Summary		
The City has received a total of \$1,843.72 during the term of the Agreement and expended \$12,343.27.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Clermont Bikes and Board Response to RFP	CLERMONT WATERFRONT BIKES & BOARDS.pdf	
2. Proposed Lease Agreement	Waterfront Park Concession Leaserent.pdf	

**PROPOSAL FOR
CITY OF CLERMONT
CLERMONT WATERFRONT BIKES &
BOARDS**

August 20, 2016

Table of Contents

I	Letter of Introduction
II	License and Insurance
III	Project Experience
IV	Personnel Experience
V	Revenue
VII	Proposal Requirements
VIII	Litigation
VIII	Requested Forms

Letter of Introduction

Waterfront Bikes and Boards

164 Orange Avenue

Clermont, Fl. 34711

August 20, 2016

Dear Proposed Reviewer,

Bruce Chamberlin, Tim Engle and Dawn Engle have combined their efforts and expertise to offer the City of Clermont an organized, service oriented proposal. We enter into this endeavor with the highest expectation and enthusiasm, tempered by the caution necessary to open and successfully operate a new business.

Bruce Chamberlin, owner of West Orange Trail's Bikes and Blades has been a successfully run business for the past 20 years. He brings with him the experience of opening and operating a similar business in Orlando, Florida. Bruce has worked hard to establish a positive reputation with the county and city officials. His knowledge and expertise will provide proven practices and an established extended customer base.

Tim Engle has 12 years of success in the sales industry which provided him extensive knowledge of networking, providing elite customer service, key marketing strategies and laying groundwork towards attaining future broad vision based endeavors. Tim also has many years experience in the paddleboard and biking industry. Tim Engle has successfully operated Waterfront Bikes and Boards for the past 3 years going above and beyond compliance with the City of Clermont's standards.

Bruce and Tim share the vision of bringing the community together through the providing and modeling of a more healthful lifestyle to Clermont Waterfront Park. Waterfront Bikes and Boards will provide an opportunity for patrons to connect with their community while giving empowerment through a healthy active enterprise.

Waterfront Bikes and Boards realizes its responsibility to the City of Clermont and that essentially, we will be employees of such. We will make every effort to give the city recognition for the park it has provided. We will abide by all city employee requirements. We will keep customer service at the forefront. We will not qualify patrons by their desire to spend money at our establishment, but by their desire to have fun and enjoy the trail/lake. Past experience has shown both Bruce and Tim on a personal and business level that customers return from a spirit of cooperation and generous, positive demeanor.

Algerie und
Insurance



CERTIFICATE OF LIABILITY INSURANCE

CLERM-3

OP ID: LS

DATE (MM/DD/YYYY)

12/16/2015

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

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

PRODUCER Walker Ins. & Encl. Svcs., Inc P.O. Box 149124 Orlando, FL 32814-9124 House Accounts		CONTACT NAME: House Accounts PHONE (A/C, No, Ext): 407-849-1988 FAX (A/C, No): 407-849-1972 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Covington Specialty Ins. Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Clermont Waterfront Bikes and Boards, Inc. 164 Orange Avenue Clermont, FL 34711-2351	NAIC #
--	---------------

COVERAGES**CERTIFICATE NUMBER: 2****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			VBA414371	09/03/2015	09/03/2016	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Solicitation RFP 13-016 Waterfront Park Recreation Rental Services.

City of Clermont is listed as additional insured with respects to the general liability. A 30 day notice of cancellation applies, a 10 day notice applies for non-payment.

CERTIFICATE HOLDER**CITYCLE**

City of Clermont
685 W. Monroe St., 1st Floor
Clermont, FL 34711

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

CITY OF CLERMONT LOCAL BUSINESS TAX RECEIPT

NO.

OCTOBER 1, 2015 - SEPTEMBER 30, 2016

5159

**EQUIPMENT RENTAL
15 SECOND ST**

CLERMONT WATERFRONT BIKES AND BOARDS INC
164 ORANGE AVE
CLERMONT, FL 34711



"This tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City, subject to zoning restrictions. This tax receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence."

**CITY OF CLERMONT
P. O. BOX 120219
CLERMONT, FL 34712-0219
352-394-4081**

[Signature]
CITY CLERK

POST IN A CONSPICUOUS PLACE IN THE PLACE OF BUSINESS



2016 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/15

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

Business Name and Location Address

Certificate Number

CLERMONT WATERFRONT BIKES & BOARDS, INC.
15 SECOND STREET
CLERMONT, FL 34711-0000

45-8016269301-3

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to **www.myflorida.com/dor** and select "*More e-Services*" and then "*Verify resale and exemption certificates*"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.

Project Experience

Bruce Chamberlin, owner of West Orange Trail's Bikes and Blades has been a successfully run business for the past 20 years. He brings with him the experience of opening and operating a similar business in Orlando, Florida. Bruce has worked hard to establish a positive reputation with the county and city officials. His knowledge and expertise will provide proven practices and an established extended customer base.

Tim Engle has 12 years of success in the sales industry which provided him extensive knowledge of networking, providing elite customer service, key marketing strategies and laying groundwork towards attaining future broad vision based endeavors. Tim also has many years experience in the paddleboard and biking industry. Tim Engle has successfully operated Waterfront Bikes and Boards for the past 3 years going above and beyond compliance with the City of Clermont's standards and expectations.

Bruce and Tim share the vision of bringing the community together through the providing and modeling of a more healthful lifestyle to Clermont Waterfront Park. Waterfront Bikes and Boards will provide an opportunity for patrons to connect with their community while giving empowerment through a healthy active enterprise.

Bruce Chamberlin

- Owner/Operator of West Orange Trail Bikes and Blades, 1995-present
- Owner/Operator of Clermont Waterfront Bikes and Boards, 2013-present
- Masters in Business Administration

Tim/Dawn Engle

- Owner/Operator of Clermont Waterfront Bikes and Boards, 2013-present
- Account Management Sales, 2000-present
- Masters in Educational Leadership

Personnel
Experience

Personnel Experience

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- Owner/Operator of Clermont Waterfront Bikes and Boards, 2013-present
- Masters in Business Administration

Tim/Dawn Engle

- Owner/Operator of Clermont Waterfront Bikes and Boards, 2013-present
- Account Management Sales, 2000-present
- Masters in Educational Leadership

Revenue

Revenue

We are entering a bid of 5% of our gross, minus sales tax. This decision was based on several factors:

1. Although the possibility of success is great, the product is still in the beginning stages.
2. The 5% offered approximates a successful rate at West Orange Trail Bikes and Blades, while taking into account contractual differences.
3. The substantial dollar investment required to start this operation (\$25,000) compared to the initial life of the contract (24 months) requires a sound investment return to meet standard operating and investment costs. We anticipate little profit in the first two years, but are counting on repeat renewal of the contract for long term profits.
4. If the business is substantial enough to handle a higher percent, the annual renewal stipulation will allow an adjustment.
5. The first few years of any business are the most difficult financially.

Waterfront Bikes and Boards is elated to have the opportunity to serve the City of Clermont at Clermont Waterfront Park. We recognize the quality of life enhancement offered by Clermont Waterfront Park. Our goal is to provide top notch services to match the beauty that is Lake Minneola. We share with you the energy to build and promote a positive image for Clermont Waterfront Park.

BUSINESS PLAN FOR
Clermont WATERFRONT BIKES & BOARDS
AUGUST 20, 2016

At Waterfront Bikes and Boards, we are in the business of renting recreational activities. Our customers are primarily families wanting to maintain a fun and healthy lifestyle, and athletes looking for alternative training methods. The atmosphere we will offer will be inviting, informative and friendly. Our truest initiative will be to offer each patron a quality experience.

The business goals of Waterfront Bikes and Boards are to support the needs of a growing number of people using the Clermont Waterfront Park. To accomplish this, we will abide by the city hour expectations and depending upon varying elements, may even be open longer. Hours will be changed to reflect customer needs and to ensure the profitability of Waterfront Bikes and Boards.

Waterfront Bikes and Boards will have a location, selected by us but approved by the City of Clermont, which provides ready access to our customers and avoids adverse impacts to the current lakefront users. We will also offer prepackaged foods and cold nonalcoholic drinks to our patrons as well. The food and drinks will be stored in refrigerators and freezers. This combination of services provides a one-stop shop for the patrons of the Clermont waterfront. No longer will patrons have to cut short their visit for want of a snack or beverage while partaking in all that the waterfront has to offer.

Waterfront Bikes and Boards expects the bulk of its revenue to come from paddleboard and bike rentals. The sales of cold drinks as well as the sale of prepackaged healthy foods provides additional revenue that will allow us to stay open longer and still generate a profit for the business .

Source and Use of Funds

Source of Funds

The initial monetary investment in Waterfront Bikes and Boards will be \$25,000. These investments will come from the founding partners Tim Engle and Bruce Chamberlin. At this time, no outside sources of funds are being considered. In the future, additional funds may be required to expand services or to expand to multiple locations. It is our hope that continuing operations will provide the necessary funds for expansion.

Use of Funds

Rental Equipment

-paddleboards (10)	\$7,000.00
-safety equipment	\$700.00
-bikes(12)	\$2,400.00
-kayaks(6)	\$2,400.00

Equipment

-Trailer	\$5,000.00
-Mechanic Tools	\$200.00
-Ice Machine and Coolers	\$2,000.00

Retail Inventory

-Food Products	\$300.00
-Bike and Board Accessories	\$2,000.00

Incidentals

Insurance	\$3,000.00
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Total	\$25,000.00
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Operating Plan

Waterfront Bikes and Boards will offer exemplary customer service through the friendly, knowledgeable and accessibility of our staff; consisting of Tim and Dawn Engle and Bruce Chamberlin. Our hours will be Saturdays 10a.m.-5 p.m. and Sundays 12 p.m.-6 p.m. weather permitting. During the summer months of June, July and August, we will be open Monday-Friday 10 a.m.-6 p.m. weather permitting. We will offer friendly advice and cost free demonstrations as to the proper use for bike, paddleboards, and kayaks if and when needed. Our vision is to bring the community together to enjoy each other while connecting through a healthy lifestyle choice. Each evening we will clean and maintain the cleanliness of our shop to the best of our abilities as we have done so thus far.

Financial Plan

Based on the following required operating hours for 1 year.

Open 10-6 weekdays

June, July and August

Open 10-5 Saturday and 12-6 Sunday

January, February, March, April, May, September, October, November and December

*Hours and days open for business are subject to expansion due to varying elements.

Anticipated gross revenue from boards, kayaks and bikes rented out each day is \$117 averaged through the summer and winter months.

3 months of the year open 7 days week= 30 days/month= 90 working days/year= \$10,555

9 months of the year open weekends=8 days/month=72 working days/year=\$8,444

Total =\$19,000

Anticipated growth for the following four years will show an increase an estimated of 20% growth annually, respectfully.

Year 2 = \$22,800

Year 3 =\$27,360

Year 4 =\$32,832

Year 5 =\$39,398

Year 1 and 2 is a reflection of our gross earnings for the past 2 years. Our net worth is negative.

Marketing Plan

Waterfront Bikes and Boards will supply a quality product, convenient service and information or advice to all of our customers. We will offer these services at a fair price while maintaining a reasonable profit. We plan to continue being an active role in the community with respect to the joining of social clubs, as well as marketing through the organized social entities with which we already belong.

Waterfront Bikes and Boards is the first of its kind with respect to location, convenience and availability. We will provide one stop shop with well-maintained equipment at a competitive price. Food items will be added or deleted to best meet the needs and desires of our customers.

In the beginning, Waterfront Bikes and Boards will rely on social media and word of mouth. As a profit margin increases, our advertising will expand to trade shows, paddleboard and bicycle magazines and the local newspaper.

Financial Solvency

Total general revenue	\$19,000
Expenses	
-Advertising	\$2,500.00
-Bike and Paddleboard maintenance & replacement	\$4,500.00
-Trailer up-keep and maintenance	\$1,000.00
-Concessions	\$42,500.00
-Loan Payment	\$6,000.00
-City of Clermont Rental Fee (5%)	\$1,580.00
-Safety equipment upkeep and replacement	\$2,000.00
-Insurance	\$1,790.00

-Relevant business membership fees	\$900.00
-Payroll	\$1,400.00
-Cell Phone Expenses	\$2,400.00
-Ice machine & refrigerator	
maintenance	\$800.00
-Office Supplies	\$500.00
Total Expenses	\$29,870
Profit(loss)	-\$10,870

litigation

Litigation

There are no legal claims or judgements involving our company, Waterfront Bikes and Boards. Further there are no legal claims or judgements against any and all owners both personally and professionally.

Requested
Forms

SECTION – F
CONFLICT OF INTEREST DISCLOSURE

I HEREBY CERTIFY that:

1. I (printed name) Dawn Engle am the
(title) President / Owner and the duly authorized
representative of the firm of (Firm Name) Waterfront Bikes & Boards whose
address is 164 Orange Ave. Clermont FL 34411, and that
I possess the legal authority to make this affidavit on behalf of myself and the firm for
which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts
of interest, real or apparent, due to ownership, other clients, contracts, or interests
associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with
any corporation, firm, or person submitting a proposal for the same services, and is
in all respects fair and without collusion or fraud.

EXCEPTIONS (List if any):

Print Name: Dawn Engle

Company Name: Waterfront Bikes & Boards Date: 8-20-2016

END OF SECTION F

SECTION – G
DRUG-FREE WORKPLACE

The undersigned respondent hereby acknowledges that:

1. DF the respondent has a drug free workplace policy as identified in the company policy attached to this certification.

AND/OR

2. DF the respondent has a drug free workplace policy that is in compliance with Chapter 287.087, Florida Statutes.

AND/OR

3. DF the respondent has a drug free workplace policy that is in compliance with the outline below:

- a) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the respondent's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- b) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The respondent's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (a);
- d) Notifying all employees, in writing, of the statement required by subparagraph (a), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
- e) Notifying the City of Clermont in writing within 10 calendar days after receiving notice under subdivision (d) (ii) above, from an employee or otherwise receiving

SECTION – G
DRUG-FREE WORKPLACE

actual notice of such conviction. The notice shall include the position title of the employee;

- f) Within 30 calendar days after receiving notice under subparagraph (d) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (a) through (f).

OR

4. _____ the respondent does not currently have a drug free workplace policy but is willing to comply with the requirements as specified in no. 3.

Dawn Engle
(Respondent's Name)

STATE OF Florida

COUNTY OF Lake

END OF SECTION G

SECTION – H
PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Clermont
(Print name of public entity)
- by Dawn Engle, President and Owner
(Print individual's name and title)
- for Waterfront Bikes & Boards, Inc.
(Print name of entity submitting sworn statement)
- whose business address is 13 Second St. Clermont FL 34411
- and (if applicable) its Federal Employer Identification Number FEIN is 46-3299205
- (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

SECTION – H
PUBLIC ENTITY CRIMES

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

D. DeAngelis
(Signature)
8-20-2016
(Date)

Sworn to and subscribed before me this 20 day of August, 2016

Personally known *✓*

OR produced identification _____

(Type of identification)

Notary Public – State of FLORIDA
My commission expires 3/17/2018

(Printed type or stamped Commissioned name of Notary Public)



MARY DEANNUNTIS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF099275
Expires 3/17/2018

END OF SECTION H

Respondent's Name: Down Engle

Official Representative: Tim Engle

Principal Office Address: 164 Orange Ave Clermont FL 34411

Select one: ☐ Individual ☐ Partnership ☒ Corporation

RFP No: 16-058
Page 30 of 33

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

3. Please state license(s) type and number:

Include copies of above license and certificates with response.

4. Have you ever had a contract terminated due to failure to comply with contractual specifications?

Yes () No ☒ If yes, state where and why:

5. Person or persons interested in this solicitation have ____ have not ☒ been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations.

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the respondent and/or any of its principals:

7. **Conflicts of Interest.** The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

SECTION - I
SUPPLEMENTAL QUESTIONNAIRE

The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to award recommendation. The respondent further understands that the information contained in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting this questionnaire the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

IF INDIVIDUAL:

Print Name

Date

IF PARTNERSHIP:

Print Name

Date

General Partner

Print Name

Date

IF CORPORATION:

Clermont Waterfront Bikes & Boards, Inc.
Print Name of Corporation

Dawn Engle
Print Name of President

1104 Orange Ave Clermont FL 34411
Company Address

8-20-2016
Date

END OF SECTION I

SECTION – J
SIGNATURE PAGE

By signing this section the respondent certifies that:

1. It satisfies all legal requirements (as an entity) to do business with the City.
2. The undersigned respondent acknowledges that award of a contract may be contingent upon a determination by the City and that the respondent has the capacity and capability to successfully perform the contract.
3. The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If the City of Clermont awarded your company, would your company sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☒ No (Check one)

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	Clermont Waterfront Bikes and Boards
Street Address:	15 Second St. Clermont FL 34711
Mailing Address (if different):	1104 Orange Ave Clermont FL 34711
Telephone:	352-394-0535
Fax:	
Email:	timengle11@gmail.com
Payment Terms:	_____ % _____ days, net _____
FEIN:	
Professional License No.:	
Signature:	Downing El / Mr. Bruce Chamberlain
Date:	9-7-2010
Print Name:	Downing El / Tim Engle / Bruce Chamberlain
Title:	President and Owner
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☐ No	

END OF SECTION J

WATERFRONT PARK CONCESSION LEASE AGREEMENT

THIS LEASE made and entered into this _____ day of _____ 2017, by and between the CITY OF CLERMONT, whose address is 685 West Montrose Street, Clermont, Florida, a Florida Municipal Corporation, hereinafter “Landlord” and Clermont Water Front Bikes and Boards, Inc., a Florida Corporation, whose address is 164 Orange Avenue, Clermont, Florida 34711, hereinafter “Tenant”, and upon the terms and conditions hereinafter stated, and in consideration of the payment hereinafter stipulated and the performance by the Tenant of the covenants herein contained, the parties agree as follows:

1. Lease of Premises

Landlord does hereby lease, let and demise unto the Tenant, and the Tenant does hereby rent, lease and hire from the Landlord, upon the terms and conditions hereinafter stated, the land and improvement thereon located at 15 2nd Street, Clermont, FL 34711 (hereinafter referred to as the “Premises”). By entering into this Lease, the Landlord and Tenant recognize and agree that the Tenant shall operate and maintain a concession operation for provision of waterfront park recreational rental services in strict accordance and compliance with the terms, conditions specifications contained in this lease agreement, the City of Clermont RFP 16-058 “Waterfront Park Recreational Rental Services” and Tenant’s September 8, 2016 response thereto, the terms and conditions of the RFP, tenants response and any and all addendum and amendments thereto are hereby incorporated and made a part hereof.

2. Term of Lease

The initial term of this Lease shall begin as of the date of this Agreement and shall remain in effect for three (3) years thereafter unless terminated as provided herein.

3. Rental Rate

- A. During the initial term of this Lease, Tenant shall be entitled to utilize the Premises by paying the Tenant a rental fee of THREE HUNDRED DOLLARS (\$300.00) plus applicable sales tax on a monthly basis in arrears for the use of the premises commencing March 1, 2017. The monthly rental fee amount shall not include applicable sales tax that the Tenant is obligated to collect. The payment shall be made to CITY on or before the Tenth day of the month immediately following the month, or portion, thereof, where Tenant used the Premises. In addition to the Rental Rate set forth herein, Tenant shall be responsible for all expenses associated with the operation of the Premises, except as may be expressly agreed to be paid by the Landlord as provided herein, which all shall be considered additional rent hereunder. The failure to timely pay any of these expenses may be deemed by Landlord to be a failure to pay rent and subject Tenant to eviction as provided herein.

4. Deposit

Tenant shall pay to CITY a security deposit in the amount of ONE THOUSAND DOLLARS (\$1,000), for the full and faithful performance of all of the terms and conditions of this Lease. The deposit shall be kept by CITY and shall be returned to Tenant after the expiration of this Lease and any renewals, provided that Tenant has otherwise fully complied with and performed all conditions and covenants of this Lease. Any interest that may accrue on or related to the deposit shall be retained by City.

5. Use and Care of Leased Premises

A. The Premises shall be used by the Tenant for the operation and maintenance of the concession operation, as more specifically described in Exhibit "A," attached hereto and incorporated herein. The use shall be in accordance with all applicable laws and regulations and shall be consistent with and as contemplated in City of Clermont RFP 16-058 and Tenant's response thereto, the terms and conditions of both documents are incorporated and made a part hereof. Tenant covenants and agrees that it will be open to conduct business to the general public within 60 days of execution of Lease Agreement with Landlord.

B. The Tenant shall use and occupy the Premises in a safe and proper manner and shall keep the Premises in a clean and safe condition.

C. Tenant shall be permitted to sell food products, provided however, that Landlord shall have the unconditional right to approve the sale of any food products and Tenant shall not have the right to install any food preparation or storage equipment other than a refrigerator or freezer, as approved in advance by Landlord. Tenant shall not use, or allow the Premises to be used for any purpose other than as described in this Lease and RFP 16-058 and shall not use, or permit the Premises to be used for any unlawful, disreputable or immoral purpose.

D. Tenant shall operate the concession facility in accordance with all applicable laws, regulations and ordinances and shall, unless otherwise agreed in writing, maintain the operating hours as set forth in RFP 16-058. Nothing herein shall require the tenant to open the concession facility during inclement weather, subject to approval by Landlord, any unforeseen power and/or utility interruptions, and the following holidays: Thanksgiving Day, Day before Christmas (Christmas Eve) and Christmas Day. Provided, however, that Tenant may open the facility at its discretion on the above-listed holidays.

E. Tenant will be allowed to install limited signage on the exterior of the Premises at the sole discretion of the City. Any signage and/or décor within the conditioned limits of the Premises shall be at the sole discretion of Tenant, provided that such signage or décor may not be installed as permanent fixtures to the Premises, without Landlord's prior written consent.

F. Tenant acknowledges that from time to time special events are held at Waterfront Park. Such events include, but are not limited to, Pig on the Pond and the Great Florida Triathlon. Some of these events may include the closure of portions or all of Waterfront Park to the general public. Tenant shall not be required to close or adjust its hours of operation to accommodate any of these events. Tenant, however, further acknowledges that the Landlord shall have the exclusive right in determining what shall be considered or defined as a "special event." Furthermore, Landlord reserves the right to permit concession facilities other than such provided by Tenant, reasonably restrict access and parking related to the Premises or other measures as are necessary to accommodate the special events.

6. Effective Date

This Lease shall be in full force and effect as of March 1, 2017.

7. Peaceful Occupancy by Tenant

If Tenant shall fully observe and perform all of the covenants and conditions of this Lease on its part to be performed, the Landlord hereby covenants and agrees that at all times the Tenant shall have the peaceful possession and quiet enjoyment of the Premises during the term hereof without any manner of interference or hindrance from the Landlord or any person or persons, lawfully claiming by, through or under the Landlord. Tenant agrees to comply with conditions such as may reasonably be established by the Landlord to maintain the security of the Premises and assets belonging to both the Landlord and Tenant.

8. Utilities and Other Charges

Landlord agrees to pay all charges, utility and otherwise, to include, but not be limited to, electric, water, sanitary sewer, and solid waste disposal.

9. Payment of Taxes

The Tenant agrees that the Tenant will, during the term of this Lease, pay all taxes levied by any governmental taxing authority on machinery or equipment used by the Tenant on the Premises and any sales or use tax levied or assessed against the Tenant by any governmental taxing authority in connection with Tenant's use and occupancy of the Premises, provided however, that the Landlord shall reasonably cooperate to assist Tenant in minimizing such taxes.

10. Repairs

A. Tenant shall keep and maintain the Premises in good condition and repair, reasonable wear and tear excepted.

B. The Tenant shall act promptly in making all reasonable repairs and shall have a reasonable time to complete the same unless Tenant is prevented from doing so by reason

of strikes, governmental regulation, acts of God, inability to obtain materials or other causes beyond the reasonable control of the Tenant.

C. In the event the Tenant does not make the repairs to the Premises required of it hereunder, the Landlord, after fifteen (15) days for essential repairs and thirty (30) days for non-essential repairs, written notice to the Tenant, may proceed with such repairs and in such event the Tenant covenants and agrees to reimburse promptly the Landlord for the cost of such repair, plus ten percent (10%) of such costs for supervision. In such event, if payment of the amounts due the Landlord for paying the performing party is not made by the Tenant within thirty (30) days after presentation of statements therefore, such amounts shall earn interest as set forth below and shall constitute a default of the terms and conditions of this Lease.

D. The Landlord shall keep and maintain in good condition and repair, the Leased Premises, including the roof, electrical service, exterior walls and all of Landlord's equipment and personal property, unless such items are damaged by Tenant or guests or invitees of Tenant. Tenant shall make all necessary repairs to preserve the Leased Premises and any and all of Tenant's equipment and personal property on the Leased Premises. Tenant shall make no changes, alterations, repairs, or except as otherwise provided herein, install any equipment without first obtaining the consent of the Landlord in writing.

11. Past Due Required Payments

The Tenant covenants and agrees that any and all arrearage in any payment required hereunder, shall bear interest from the date upon which such payment became due and payable at the then prevailing prime rate as announced in the Wall Street Journal or similar publication plus three percent (3%) per annum, not to exceed the maximum rate permitted by law (the "Default Rate").

12. Insurance – Provided by Tenant

A. The Tenant covenants and agrees to provide and maintain, at all times during the term of this Lease, policies of insurance insuring the Tenant and the Landlord against any and all claims, demands, actions and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management and control of the Premises and the improvements thereon. Such policies of insurance shall insure the Landlord and the Tenant in an amount not less than ONE MILLION DOLLARS (\$1,000,000) to cover claims of any one person from any single or specific cause that may arise or to be claimed to have arisen against the Landlord or the Tenant, as aforesaid. No thing herein shall be construed as a waiver, either in whole or in part of Landlord's right of sovereign immunity as provided by Section 768.28, Florida Statutes, or its successor.

B. Tenant shall also provide and maintain at all times during the term of this Lease and any renewal hereof, policies of insurance, insuring all structures against fire and casualty and such other policies as required n RFP 16-058.

C. Certificates of the issuance shall be delivered to the Landlord as evidence of the compliance by the Tenant with the terms and provisions contained herein. Each of the said insurance policies shall be issued by a company or companies authorized to do business in the State of Florida and have an A.M. Best Company Rating of "A" or better and a Financial Size Category of "VII" or better or as otherwise approved by Landlord. Should the Tenant fail to maintain such insurance in force, the Landlord may, but shall not be obligated to, procure the same and advance funds for the payment of the cost thereof for and on behalf of the Tenant and all such payments shall be considered as rent immediately due, upon written demand therefore and shall be included in any lien for rent due and unpaid.

D. If during the period which an insurance company is providing the coverage required by this Lease, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer satisfy the minimum requirements for operating in Florida, or 3) fail to maintain the Best Rating and Financial Size Category, the Tenant shall, as soon as the Tenant has knowledge of any such circumstance, promptly notify the Landlord and promptly replace the insurance coverage provided by the insurance company with a different insurer meeting the requirements of this Lease. Unless the Tenant replaces the unacceptable insurer with an insurer that satisfies the requirements of Section 12.D, above, within fifteen (15) days after receiving actual notice of the shortcomings concerning the unacceptable insurer, the Tenant shall be deemed in default of this Lease.

E. The Landlord may review the aforementioned liability coverage at any applicable renewal period to verify the average market or industry standard for liability insurance related to the operation of a concession facility to see if there is sufficient liability coverage. If the Landlord, after review of the surveys, acting reasonably, deems the liability coverage is inadequate, Tenant shall supply the coverage the Landlord, acting reasonably, deems to be adequate at that period in time. At no time shall liability coverage ever decrease below what is stipulated in the preceding paragraphs.

13. Rules – Compliance by Tenant

The Tenant shall, in all material respects, promptly execute and comply with, at its sole expense, all present and future statutes, ordinances, rules, orders, regulations and requirements of the federal, county, city and state governments and of any and all their departments and bureaus, which may be applicable to the Premises or the Tenant's use thereof.

14. Entry Upon the Premises

The Tenant covenants and agrees that the Landlord, its representatives, successors and assigns, shall have free access to the Premises at all reasonable times, with 24 hour notice, for the purpose of inspecting the same and for the purpose of making any alterations or repairs to the Premises that are necessary to comply with applicable laws and for the safety or preservation of the Premises; provided, however, that such alterations or repairs have not been made by Tenant after written notice to Tenant of the necessity therefore in the time period specified by Landlord.

15. Hold Harmless

A. The Tenant covenants and agrees that the Tenant will indemnify and save harmless the Landlord from and against any and all liability, liens, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any kind, whether actual or alleged, arising from or related to, the use, occupation, management or control by Tenant of the Premises and the improvements thereon, or which result from any actual or alleged breach, violation or nonperformance of any covenant, condition or agreement herein contained on the part of the Tenant except for claims based on the willful or negligent acts or inactions of Landlord. To include, but not specifically limited to, any claim, demand, or damages related to any personal injury or property damage resulting either directly or indirectly from the use or rental of any equipment of any kind by Tenant. The Tenant covenants and agrees that the Tenant will, at the Tenant's expense, defend any and all such actions, suits or proceedings which may be brought against the Landlord or in which the Landlord may be named as a party with others in any such action or proceedings, at all levels, including appeal, to which the Landlord may be a party. In the event of joint negligence on the part of the Landlord and Tenant, any loss and costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the effective date of this Lease, subject to the recovery limits set forth in Section 768.28, Florida Statutes.

B. In the Event the Tenant fails to perform under the provisions of Section 15.A. above, within ten (10) days after due notice, the Landlord may at its option, take whatever reasonable action the Landlord reasonably deems necessary to cure the Tenant's failure to perform, and the Tenant agrees to pay the Landlord as additional rent hereunder for all damages, costs, fees, expenses, judgments, charges and reasonable attorneys' fees incurred by the Landlord in exercising its rights under this Lease.

16. Destruction of Premises

A. The Landlord and the Tenant covenant and agree that in the event the Premises shall be wholly or partially damaged by fire, windstorm, tornado, acts of God, flood or by similar causes to such an extent that the Premises shall be rendered partially or wholly untenable, the Tenant covenants and agrees to proceed promptly without expense to the Landlord to repair the damage. It is understood and agreed that the Tenant shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, acts of God, government regulations, strikes, walkouts and causes beyond the control of the Tenant, which causes shall not be construed as limited factors, but as exemplary only. Tenant's insurance proceeds shall be used, to the extent available, to effect such repairs.

17. Removal of Personal Property by Tenant

A. Except as hereinabove otherwise provided, all of personal property or equipment used on the Premises by the Tenant and paid for by it shall remain the property of the Tenant and may be removed by the Tenant upon the expiration of the term of this Lease, subject, however, to the limitations that: (1) all improvements and equipment that are not affixed to the Premises shall be removed and the Tenant shall repair any damage caused by such removal, and (2) the Tenant shall have fully performed all of the covenants and agreements to be performed by it under the provisions of this Lease.

B. The Landlord, following the termination, abandonment, surrender or release of this Lease, shall have the right to take possession of any goods, equipment, inventories, fixtures or other personal property of the Tenant which may be left upon the Premises, and may dispose of said property at a time and place designated by the Landlord's sole option, and upon notice of such disposition to any necessary parties. Any proceeds from such sale, lease or other disposition of the said property may be applied to:

1. Any costs incurred by the Landlord in retaking, holding, selling or otherwise disposing of the said property of the Tenant;
2. Any monies, which may be owing and unpaid under the provisions of this Lease;
3. Any reasonable charges for rent loss due to the failure to remove such property from the Premises.

18. Default

The following events shall constitute defaults hereunder by the Tenant:

A. Monetary Default. Failure to pay rent or other charges required under the provisions of this Lease promptly when due.

B. Non-Monetary Default. Failure to fully and promptly perform and comply with each and every term, provision, covenant and condition of this Lease except for a Monetary Default as defined above.

C. An Event of Default shall have occurred in the event of a Monetary Default by Tenant and the continuance of such default for a period of fifteen (15) days after receipt of written notice thereof, or in the event of a Non-Monetary Default and the continuation of such Default for a period of thirty (30) days after written notice thereof, the Landlord may, at the Landlord's option and sole discretion, and in addition to any other remedy or right given hereunder or by law, without further demand or notice, terminate this Lease on the date specified in said notice and retake possession of the Premises, including all improvements thereon.

D. The remedies set forth above, shall be deemed to be cumulative, and shall not preclude the Landlord from enforcing any other remedy or right provided to the Landlord hereunder or by law. In all events, the Tenant shall remain liable for the payment of any and all sums due under this Lease until paid in full, including, without limitation, all rents, all expenses for physical damage, reasonable attorneys' fees, and all costs incurred in enforcing any remedy set forth herein or provided by law or otherwise.

E. Upon termination of this Lease, or re-entry and re-letting of the Premises as provided above, the Landlord shall have the unfettered right to enter the Premises or any part thereof forthwith, without further demand or notice, in the name of the Landlord or otherwise, without being liable in any manner whatsoever in trespass, damages, or otherwise. Upon such re-entry, the Tenant does hereby covenant and agree to defend, indemnify and hold the Landlord harmless from and against any and all loss, costs, damages, suits and claims, whether in law or in equity, which may be suffered against the Landlord arising out of any action or inaction of Tenant. The Tenant further agrees to pay promptly, upon demand, all damages, costs, fees, expenses, charges and reasonable attorneys' fees and cost incurred by the Landlord as a result of said termination or re-entry, and all other costs incurred by the Landlord in order to perform the obligations and covenants of the Tenant hereunder.

F. Receipt and acceptance by Landlord of rent or other charges owing by Tenant shall not constitute or be deemed to be a release or waiver by Landlord of Landlord's rights and remedies hereunder, nor a cure of Tenant's default unless (i) the amounts received are in strict compliance with amounts due to Landlord and represent the full amount required; and (ii) Tenant is not otherwise subject to an Event of Default under any of the remaining obligations and requirements imposed upon Tenant by this Lease.

19. Termination Without Cause

Notwithstanding the above, Landlord shall have the right to terminate this Lease without cause, at any time and for any reason upon giving the Tenant ninety (90) days written notice. The termination shall be effective as of the date set forth in the termination notice.

20. Force Majeure

Whenever any non-monetary performance is required of Tenant hereunder, then Tenant will be permitted to effect such performance within the time period provided therefore in this Lease, or if, for reasons beyond Tenant's reasonable control (including, without limitation, acts of God, declared or undeclared war, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond Tenant's reasonable control, provided that Tenant commences such performance (or cure) as soon as reasonably possible and diligently pursues such performance or cure.

21. Bankruptcy of Tenant

To the extent now or hereinafter permitted by applicable law the filing by, or against Tenant of a petition in bankruptcy or other similar proceedings under law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator, or trustee in bankruptcy of the Premises and improvements thereon and such petition or petitions is not discharged or vacated within one hundred twenty (120) calendar days after the filing thereof; or if Tenant becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of creditors or request or consents to the appointment of a receiver, custodian, liquidator or trustee in bankruptcy of any such party's property or files a petition in bankruptcy or other similar proceedings under law for relief of debtors, then upon the occurrence of any of the above events, Landlord may, at its option, declare Tenant in default hereunder and immediately give Tenant written notice of its intention to terminate this Lease.

22. Landlord's Right to Perform Tenant's Covenants

If the Tenant shall at any time fail to make any payment or perform any other act on its part to be made or performed, the Landlord, after ten (10) days' notice to the Tenant, except when other notice or time is expressly provided for in this Lease before there shall have occurred an Event of Default (or without notice in case of an emergency), and without waiving or releasing the Tenant from any obligation of the Tenant contained herein, may (but shall not be obligated to) make any such payments or perform any other act on the Tenant's part to be made or performed as in this Lease provided, and may enter upon the Premises for any such purpose and take all such action thereon as may be necessary therefore. All sums paid by the Landlord and all costs and expenses, including but not limited to, reasonable attorneys' fees, incurred by the Landlord in connection with the performance of any such act shall constitute additional rent payable by the Tenant on demand and, until paid, shall be included in any lien for rent due and unpaid.

23. Rights and Waiver of Covenants

The rights of the Landlord and Tenant under this Lease shall be cumulative and nonexclusive as to those provided by statute. No consent or waiver by the Landlord or Tenant to or of any breach of any covenant, condition or duty of the other shall be construed as a consent to or waiver of any other breach of the same or any other covenant, condition or duty. No such consent or waiver shall be valid unless in writing, signed by the Landlord or Tenant, as the case may be, and no such consent or waiver shall be implied by the failure of the Landlord or Tenant to declare a forfeiture or for any other reason.

24. Subletting of Premises by Tenant

Tenant may not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease, or an interest therein, nor sublet the Premises or any part thereof nor permit the use of the Premises by any person other than the Tenant and its employees, without the prior written consent of the Landlord, which shall not be unreasonably withheld.

25. Surrender of Premises Upon Termination

Except as may otherwise be provided herein, the Tenant covenants and agrees that upon the termination of this Lease, whether by lapse of time or otherwise, it will, at once, peaceably and quietly, vacate, surrender and deliver up to the Landlord, all of the Premises including all permanent improvements constructed thereon by the Tenant, ordinary wear and tear and damage by fire or other casualty only excepted.

26. Time

It is covenanted and agreed between the parties hereto that time is of the essence in this Lease and this provision shall apply to all terms and conditions contained herein.

27. Validity, Performance and Enforcement of Lease

The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. Venue for any action hereunder shall be Lake County, Florida. The invalidity or unenforceability of any provision of this Lease shall not meet or impair any other provision.

28. Mutual Covenants

Except as hereinbefore or otherwise specifically provided, the covenants, agreements, conditions, obligations and provisions herein contained shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and wherever either the word "Landlord" or "Tenant" is used in this Lease, it shall be deemed to mean "Landlords" or "Tenants", respectively, wherever the context permits or requires, and when the singular and/or neuter pronouns are used herein, the same shall be construed as including all persons and corporations designated respectively as Landlord or Tenant in the heading of this instrument wherever the context requires.

29. Attorneys' Fees

Landlord and Tenant each agree to pay to the prevailing party, on demand, all costs and expenses and reasonable attorneys' fees, including costs and expenses and reasonable attorneys' fees, at all levels, including bankruptcy and appeal, incurred by the prevailing party with respect to the enforcement or declaration of any of the rights or remedies or obligations of either of them, whether arising under this Lease or granted, permitted or imposed by law or otherwise, and with respect to the collection of any part of said rent or other charges and sums of money herein reserved or required by either of them to be paid or met.

30. No Partnership

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of Tenant's business or otherwise, or a joint venture, or member of a joint enterprise with Tenant.

31. Hazardous Chemicals, Materials and Pollutants

In the event any governmental agency requires monitoring and testing by the Tenant of soils or waters located on or under the Premises, copies of said reports shall be provided to the Landlord. Tenant further agrees to indemnify, defend, and hold Landlord harmless from any and all liability, claims, costs, fines, fees, actions, or sanctions asserted by or on behalf of any person or governmental authority arising from or in connection with Tenant's use of the Premises, when Tenant's actions involve the use, misuse, handling, mishandling, storage, spillage, discharge, seepage into water bodies or the groundwater supply, or release into the atmosphere of any hazardous materials, pollutant, or contaminant, whether solid, liquid or gas, and whether actual or alleged except as results from the acts of Landlord. Notwithstanding any other provision of this Lease, Tenant shall have no obligation or liability with regard to any contamination, pollution or discharge that occurred or commenced on or under the Premises before Tenant took possession of the Premises. Tenant shall take all reasonable precautions and safety measures, in accordance with current technology, to prevent the release of hazardous materials, pollutants, and contaminants. In the event Tenant learns of the discharge upon the Premises of any hazardous material, pollutant or contaminant, except those excluded above, Tenant shall: i) immediately undertake to contain, remove and abate the discharge, and ii) within eight (8) hours, verbally notify the Landlord of the discharge. The Tenant shall provide the Landlord with a written report within forty-eight (48) hours. Failure of Tenant to comply with the provisions of this clause shall constitute a default.

32. Liability of Landlord

Landlord shall not be responsible in any manner for any loss of or damage to the Premises, or injury to persons resulting from or occurring by reason of any future condition, defect, matter, thing, action or inaction, or for the acts, omissions or negligence of other persons or Tenant in or about the Premises, unless said injury or loss results from the acts, omissions or negligence of Landlord. Nothing herein shall be construed as a waiver, either in whole or in part of Landlord's right of sovereign immunity as provided by Section 768.2 8, Florida Statutes, or its successor.

33. Dispute Mediation

Any dispute arising out of this Lease shall be submitted to non-binding mediation by a duly qualified and certified mediator practicing in the Fifth Judicial Circuit of Florida, and no action at law or in equity shall be filed in any state or federal court by either party hereto against the other until such time as the mediator has declared an impasse.

34. Miscellaneous

A. Records. It is expressly understood and acknowledged by Tenant that any records related to the operation or maintenance of the Premises may be considered public records pursuant to Florida Law. Tenant covenants that it will comply with all applicable aspects of Florida's Public Records Act.

B. Tenant Employee Conduct. Tenant personnel shall conduct their actions and business while on the Premises in accordance with all applicable laws, regulations and policies established by Tenant for its employees.

C. Written Notice. Written notice shall be given to the Parties at the following addresses or such other place or other person, as each Party shall designate by similar notice.

As to Tenant:

164 Orange Avenue
Clermont, Florida 34711

As to the Landlord:

Darren Gray, City Manager
City of Clermont
685 West Montrose Street
Clermont, Florida 34711

With Copy to:

Daniel F. Mantzaris, City Attorney
deBeaubien, Knight, Simmons, Mantzaris and Neal, LLP
332 N. Magnolia Avenue
Orlando, FL 32802-0087

D. Entire Agreement/Severability. This Lease constitutes the entire agreement between the Parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, unless otherwise provided in this Lease, except in writing and signed by all parties hereto. Should any provision of this Lease be declared to be invalid by any act of law or court or administrative determination, the remaining provisions of this Lease shall remain in full force and effect unless such provision which is found to be invalid substantially alters the benefits of this Lease for either Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed by their duly authorized officers, and copies delivered to each Party, as of the day and year first above stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates noted below.

Clermont Waterfront Bikes & Boards, Inc.

CITY OF CLERMONT, FL
A Florida Municipal Corporation

By:_____

By:_____

Type or Print Name

Darren Gray, City Manager

Date: _____

Date: _____

Witness:

ATTEST:

By:_____

Tracy Ackroyd Howe, City Clerk

Witness:

By:_____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, May 23, 2017	
Agenda Item Name	
Fee Reduction Request <i>PFX Athletics - 2017 Spring Games</i>	
Requested Action	
Recommend approval of reduction of softball field rental fees.	
Staff Report	
The 2017 Spring Games were held over 35 days in February and March with games played in Clermont at both Legends Way and Hancock Park, along with games played at Foundation Academy in Winter Garden, Sleepyhollow Softball Complex in Leesburg, and the Minneola Athletic Complex. This year's event had the following numbers. Schools: 318 Teams: 343 States Represented: 33 Participants: 7600 Spectators: 11,730 Total Games Played: 1558 Games Played at Hancock Park: 509 Games Played at Legends Way: 590 The facility fees for the use of the fields at all parks totaled: \$22,060. PFX has also requested the City pay the cost for additional field maintenance to AGH Management which totals \$7,256.25. PFX has requested that fees be waived in exchange for the construction work provided by PFX and Jones Builders, Inc. which was done to enhance Hancock Park. The construction work included five (5) new batting cages and four double-bullpens at a cost of \$28,630.95. The City incurred additional costs of \$6,357 for facility porters who ensured the park was trash free and cleaned restrooms each day throughout the event.	
Additional Analysis	
Fiscal Impact Summary	
The total costs incurred by the City for this Spring Games Facility Fees - \$22,060 AGH Field Maintenance - \$7256.25 Porters - \$6,357	

Total = \$35,673.25

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Jones Builders Invoice	Jones Builders Invoice (Hancock).pdf	

Jones Builders, Inc.

10233 Cypress Cove Lane
Clermont, Florida 34711
352-394-7900
Lic. CBC059772

ACCOUNT SUMMARY

Customer: PFXA d/b/a PFX Athletics
Date: May 10, 2017
Invoice No: 0010879

Scope of Work: Install four (4) double-bullpens
Install five (5) batting cages

Location: Hancock Park, Clermont

Item Description	Quantity	Rate	Balance
Fencing Materials: poles and couplings	1	\$12,918.00	\$12,918.00
Miscellaneous Materials: zip ties, rope, etc.	1	\$2,166.85	\$2,166.85
Clay	1	\$777.70	\$777.70
Additional Netting	1	\$2,500.00	\$2,500.00
Fuel	57.4	\$3.00	\$172.22
Manpower	99	\$15.00	\$1,485.00
Manpower	73.75	\$25.00	\$1,843.75
Project Foreman (\$750.00 per week)	2	\$750.00	\$1,500.00
Tractor Services	9	\$100.00	\$900.00
Subtotal			\$24,263.52
Service Fee	1	18%	\$4,367.43
TOTAL			\$28,630.95
Payments Received			\$16,285.70
Balance Due			\$12,345.25

Payment is due within thirty (30) days. Thank you for your business!



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date	
Tuesday, May 23, 2017	
Agenda Item Name	
Ordinance No. 2017-24 <i>Introduction</i> <i>The Vue</i>	
Requested Action	
Recommend introduction of Ordinance 2017-24.	
Staff Report	
The applicant, AC-Fulcrum, is requesting an amendment to a Planned Unit Development zoning that was originally granted in June 2016. The 42 +/- acre property is located south of Highway 50, west of Miss Florida Avenue and north and south of Hooks Street. The original approval is for 10.5 acres of C-2 General Commercial all along Highway 50 and up to 324 multi-family units on the south side of the project fronting Hooks Street. The applicant has discovered the originally approved waivers will not allow for their development to be constructed as proposed. The applicant is proposing to give up the already approved 324 multi-family portion of the project in favor of developing this area as senior housing or age-restricted housing with 324 units. The applicant believes the multi-family apartments were a source of contention, and eliminating the use of the previously approved apartments will ease the concern of the other needed waivers that are being requested. In order to develop the site as proposed, the applicant still needs waivers to the Planned Unit Development. These waivers are as follows: 1. The currently approved ordinance allows for a cut and fill of up to 15 feet throughout the project. The applicant is now requesting up to a 28 feet of fill, and up to a 28-foot cut in portions of the project area. 2. The applicant is requesting taller monument signs than are allowed by code. Because of the existing FDOT berm that runs parallel to Highway. 50, the applicant does not feel the allowable 10-foot signs will be effective for the businesses. The applicant is requesting five "shopping center" signs to be a maximum height of 22 feet. 3. For the final amendment, the applicant is asking to amend the language for allowable uses. The applicant would like to add the uses of: • veterinary use • self-storage use • assisted living facility • daycare • private and charter schools The previously approved Planned Unit Development ordinance still remains in effect with the following waivers: 1. Maximum building height will be 55 feet, measured at the highest point for the multi-family portion. 2. Driveway access and parking for the C-2 General Commercial portion may be below the centerline of Highway 50 and	

will be subject to the approval of the City Engineer.

3. Retaining wall heights up to 13 feet in height are allowed to deal with the extreme grades on the site.
4. Parking space dimensions shall be allowed at a minimum 9 feet wide by 18 feet deep for 30% of parking requirements.
5. A reduced landscape buffer along Highway 50 is requested due to the presence of a large berm. The landscape buffer shall be a minimum of 10 feet in width and shall have the 30% more landscaping required for multi-family and C-2 uses.
6. Automotive dealerships and/or auto parts sales shall not be an allowed use within this Planned Unit Development without an amendment.
7. Required landscape buffering within the Duke Energy easement may be omitted with proper documentation from Duke Energy.

Staff acknowledges a portion of the project was identified in the "Strategic Economic Development Plan" (DEO grant funded study) citing topography as a challenge with over 100 feet of elevation change. However, staff cannot support the proposed excessive topography changes and taller monument sign heights requested by the applicant.

At the May 2, 2017 Planning and Zoning Commission meeting, Commissioner Judy Proli recommended denial of the request, seconded by Commissioner Tony Hubbard. The vote was unanimous to recommend denial of the amendment.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	REZ ORD 2017-24 with Conditions.docx
2.	Map	Map.pdf
3.	Site plan	The Vue at Clermont Full Set 5-10-17.pdf
4.	Minutes	May 2 2017 P&Z Commission minutes.pdf
5.	Application	Application.pdf
6.	Legal ad	REZ May legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2017-24

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

PARCEL 1 (FEE SIMPLE ESTATE)

That part of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at the east 1/4 corner of said Section 28; thence run north 00°42'51" east along the east line of the northeast 1/4 of said Section 28 for a distance of 664.12 feet to the northeast corner of the south 1/4 of the northeast 1/4 of said Section 28; thence run south 89°24'16" west along the north line of said south 1/4 for a distance of 1335.19 feet to a point on a non-tangent curve concave westerly having a radius of 270.00 feet and a chord bearing of south 01°23'58" west and the Point of Beginning; thence run southerly along the arc of said curve through a central angle of 23°36'59" for a distance of 111.29 feet to the point of compound curvature of a curve concave northwesterly having a radius of 25.00 feet and a chord bearing of south 63°07'26" west; thence run southwestly along the arc of said curve through a central angle of 99°49'56" for a distance of 43.56 feet to the point of reverse curvature of a curve concave southerly having a radius of 1750.00 feet and a chord bearing of north 87°56'35" west and the north right of way line of Hook Street, as described in ORB 2010, Page 316, of the Public Records of Lake County, Florida; thence run westerly along said north right of way line and the arc of said curve through a central angle of 41°57'58" for a distance of 1281.78 feet to a non-radial line and the east right of way line of an unnamed right of way, according to the plat of Lake Highlands Company, as recorded in PB 2, Page 28, of said Public Records; thence run north 00°10'52" east along said east right of way line for a distance of 718.43 feet to the south right of way line of Highway 50; thence run north 89°24'19" east along said south right of way line for a distance of 1127.57 feet; thence run south 89°29'29" east along said south right of way line for a distance of 150.11 (120.11) feet to the west line of the east 60 feet of Tract 19, of said Lake Highlands Company; thence run south 00°26'52" west along said west line for a distance of 445.90 feet to the point of curvature of a curve concave easterly having a radius of 280.00 feet; thence run southerly along the arc of said curve through a central angle of 15°45'47" for a distance of 77.03 feet to the point of tangency; thence run south 15°18'56" east for a distance of 105.46 feet to the point of curvature of a curve concave westerly

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having a radius of 270.00 feet and a chord bearing of south 12°51'43" east; thence run southerly along the arc of said curve through a central angle of 04°54'24" for a distance of 23.12 feet to the Point of Beginning.

LESS AND EXCEPT therefrom that parcel conveyed by Maynard K. Knapp, individually and as Trustee to Akram Ismail, M.D., by Special Warranty Deed recorded April 17, 2015, in ORB 4613, Page 945, described as follows: A portion of the southwest 1/4 of the northeast 1/4 of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at the northeast corner of said Section 28; thence S01°07'06"W along the east line of said northeast 1/4, a distance of 1372.13 feet to a point; thence N89°06'23"W, a distance of 1322.25 to a point on the south right-of-way line of Highway 50. (Right-of-way varies per right-of-way map Section 11070); thence continue N89°06'23"W, a distance of 60.00 feet to the Point of Beginning; thence S00°51'39"W, along the west right-of-way line of Miss Florida Avenue (ORB 2345, Page 748), also being parallel to and 60.00 feet west of the east line of said southwest 1/4 of the northeast 1/4 of Section 28 and the east line of Tract 19 of Lake Highlands Company, according to the plat thereof as recorded in PB 2, Page 28, of the Public Records of Lake County, Florida, a distance of 369.94 feet to a point; thence N89°08'21"W, a distance of 291.58 feet to a point; thence N00°51'39"E, a distance of 230.29 feet to a point; thence S89°08'21"E, a distance of 64.35 feet to a point; thence N00°51'39"E, a distance of 139.00 feet to a point on the south line of an unnamed unimproved street, also being the north line of said Tract 19; thence N89°50'25"E, along the north line of said Tract 19, a distance of 42.23 feet to a point on said south right-of-way line of Highway 50; thence S89°06'23"E, along said south right-of-way line of Highway 50, a distance of 185.01 feet to the Point of Beginning.

Containing 744,665 Sq. Ft. of 17.100 Acres more or Less.

PARCEL 2 (EASEMENT ESTATE)

Together with that certain Non-Exclusive Ingress-Egress Easement granted by Akram Ismail to Maynard K. Knapp, Trustee, to Reciprocal Easement Agreement recorded April 17, 2015, in ORB 4613, Page 948, Public Records of Lake County, Florida.

PARCEL 3 (SOUTHERN PORTION)

Tract 29 and Tract 30, as shown on the Lake Highlands Company Plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, of the Public Records of Lake County, Florida; Less that portion lying within and north of the right of way for Hook Street.

SECOND SURVEY

That portion of the north/south roadway between Tracts 20, 21, 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of Highway 50, being more particularly described as follow: Commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida, thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of Highway 50 (a variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet to the point of beginning; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 718.43 feet to a point on the northerly right of way line of Hook Street (A 100 foot wide public right of way) said point also being on a non-tangent curve, concave southeasterly, and having a radius of

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1750.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°02'34", a distance of 31.85 feet, said curve being subtended by a chord bearing and distance of S 70°37'05" W, 31.85 feet; thence departing said north right of way line, run N 0°14'51" E, a distance of 728.72 feet to a point on the aforementioned southerly right of way line of Highway 50; thence N 89°28'03" E, along said north right of way line, a distance of 30.00 feet to the point of beginning.

Containing 0.50 acre, more or less

THIRD SURVEY

That portion of the north/south roadway between Tracts 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of Highway 50, being more particularly described as follow: commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida; thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of Highway 50 (A variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 824.65 feet to a point on the southerly right of way line of Hook Street (A 100 foot wide public right of way); thence departing said southerly right of way line, run S 0°14'51" W, along the west line of said Tract 29, a distance of 473.42 feet to the southwest corner of said Tract 29; thence S 89°28'17" W, a distance of 30.00 feet to the southeast corner of aforementioned Tract 28; thence N 0°14'51" E, along the east line of said Tract 28, a distance of 462.39 feet to a point on the southerly right of way line of aforementioned Hook Street, said point also being on a non-tangent curve, concave southeasterly, and having a radius of 1650.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°06'54", a distance of 32.11 feet, to the point of beginning, said curve being subtended by a chord bearing and distance of N 69°22'29" E, 32.11 feet.

Containing 0.32 acres, more or less

FOURTH SURVEY

Tracts 21 and 28 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; less that portion of Tract 28, lying south of Hook Street, (County District NO. 2-1346).

LOCATION

South of Highway 50, west of Miss Florida Avenue
Alternate keys 1028272 & 3334566

To amend the Planned Unit Development

CITY OF CLERMONT
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SECTION 2 - General Conditions:

This application for a Planned Unit Development to allow for a multi-family residential Planned Unit Development along with C-2 General Commercial uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Site Plan prepared by B&S Engineering Consultants, LLC, dated 6-20-16, Overall Site Plan. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3 - Land Uses and Specific Conditions:

1. A total of up to 324 multi-family dwelling units may be permitted on the site, not to exceed a density of 12 units per acre within the project.
2. The remaining property south of Highway 50 and north of Hooks Street will be permitted for C-2 General Commercial use with one (1) retailer greater than 20,000 square feet and less than 100,000 square feet.
3. Setbacks for Multi-family and Commercial

From Highway 50	50 feet from the property line
From Hooks Street:	50 feet from the property line
Side:	12 feet from the property line
Rear:	25 feet from the property line
4. The multi-family project will have private gated streets that will be maintained by the developer or designated party.
5. Maximum building height will be 55 feet, measured at the highest point for the multi-family portion.
6. Driveway access and parking for the C-2 General Commercial portion may be below the centerline of Highway 50 and will be subject to the approval of the City Engineer.

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7. The project may have elevation changes of up to 15 feet in height over the project site through the use of cut and fill. These changes will be submitted to the City Engineer at the time of final engineering.
8. Retaining wall heights up to 13 feet in height are allowed to deal with the extreme grades on the site.
9. Parking space dimensions shall be allowed at a minimum 9 feet wide by 18 feet deep for 30 percent of parking requirements.
10. A reduced landscape buffer along Highway 50 is requested due to the presence of a large berm. The landscape buffer shall be a minimum of 10 feet in width and shall have the 30 percent more landscape required for Multi-family and C-2 uses.
11. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.
12. Automotive dealerships and/or auto parts sales shall not be an allowed use within this Planned Unit Development without an amendment.
13. Cross-access easements with the adjoining eastern property owner from the existing Duke Energy curb cut along Highway 50 shall be provided subject to Duke Energy approval.
14. Required landscape buffering within the Duke Energy easement may be omitted with proper documentation from Duke Energy.

SECTION 4:

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

SECTION 5:

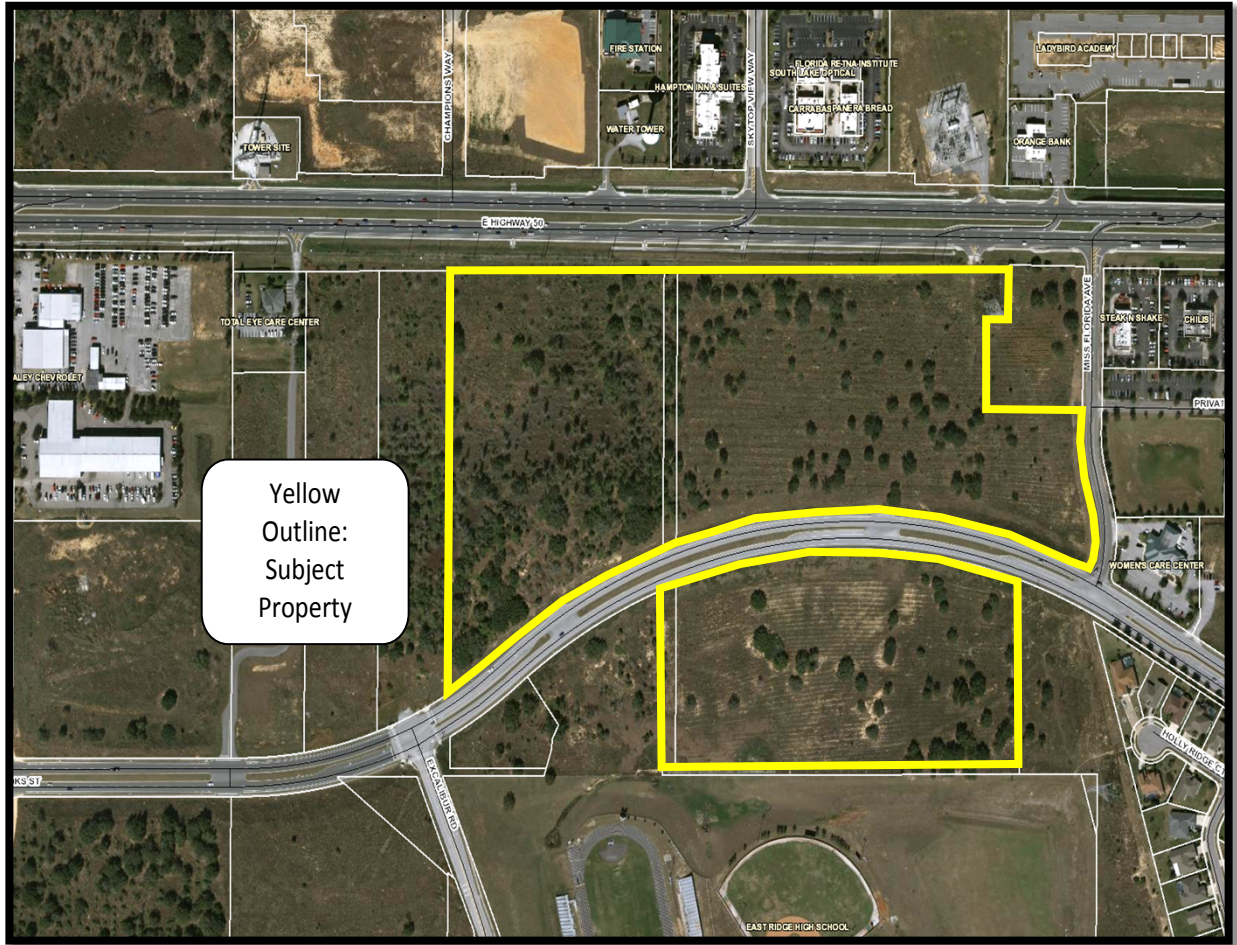
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

SECTION 6:

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

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Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-24

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 13th day of June, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Denise Noak, Acting City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit "A"



Boundary Survey

LEGAL DESCRIPTION:

PARCEL 1 (FEE SIMPLE ESTATE)

THAT PART OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 28; THENCE RUN NORTH 00°42'51" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 664.12 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89°24'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1/4 FOR A DISTANCE OF 1335.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 270.00 FEET AND A CHORD BEARING OF SOUTH 01°23'58" WEST AND THE POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°36'59" FOR A DISTANCE OF 111.29 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING OF SOUTH 63°07'26" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°49'56" FOR A DISTANCE OF 43.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1750.00 FEET AND A CHORD BEARING OF NORTH 87°56'35" WEST AND THE NORTH RIGHT OF WAY LINE OF HOOK STREET, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2010, PAGE 316, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°57'58" FOR A DISTANCE OF 1281.78 FEET TO A NON-RADIAL LINE AND THE EAST RIGHT OF WAY LINE OF AN UNNAMED RIGHT OF WAY, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 28, OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°10'52" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 718.43 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NUMBER 50; THENCE RUN NORTH 89°24'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 1127.57 FEET; THENCE RUN SOUTH 89°29'29" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 150.11 (120.11) FEET TO THE WEST LINE OF THE EAST 60 FEET OF TRACT 19, OF SAID LAKE HIGHLANDS COMPANY; THENCE RUN SOUTH 00°26'52" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 445.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 280.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°45'47" FOR A DISTANCE OF 77.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 15°18'56" EAST FOR A DISTANCE OF 105.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 270.00 FEET AND A CHORD BEARING OF SOUTH 12°51'43" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°54'24" FOR A DISTANCE OF 23.12 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THAT PARCEL CONVEYED BY MAYNARD K. KNAPP, INDIVIDUALLY AND AS TRUSTEE TO AKRAM ISMAIL, M.D., BY SPECIAL WARRANTY DEED RECORDED APRIL 17, 2015, IN OFFICIAL RECORDS BOOK 4613, PAGE 945, DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°07'06"W ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1372.13 FEET TO A POINT; THENCE N89°06'23"W, A DISTANCE OF 1322.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50, (RIGHT-OF-WAY VARIES PER RIGHT-OF-WAY MAP SECTION 11070); THENCE CONTINUE N85°06'23"W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE S00°51'39"E, ALONG THE WEST RIGHT-OF-WAY LINE OF MISS FLORIDA AVENUE (CRB 2345, PAGE 748), ALSO BEING PARALLEL TO AND 60.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28 AND THE EAST LINE OF TRACT 19 OF LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 369.94 FEET TO A POINT; THENCE N89°08'21"W, A DISTANCE OF 291.58 FEET TO A POINT; THENCE N00°51'39"E, A DISTANCE OF 230.29 FEET TO A POINT; THENCE S89°08'21"E, A DISTANCE OF 64.35 FEET TO A POINT; THENCE N00°51'39"E, A DISTANCE OF 139.00 FEET TO A POINT ON THE SOUTH LINE OF AN UNNAMED UNIMPROVED STREET, ALSO BEING THE NORTH LINE OF SAID TRACT 19; THENCE N89°50'25"E, ALONG THE NORTH LINE OF SAID TRACT 19, A DISTANCE OF 42.23 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50; THENCE S89°06'23"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 50, A DISTANCE OF 185.01 FEET TO THE POINT OF BEGINNING, CONTAINING 744,665 SQ. FT. OF 17.100 ACRES MORE OR LESS.

PARCEL 2 (LEASEMENT ESTATE)

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE INGRESS-EGRESS EASEMENT GRANTED BY AKRAM ISMAIL TO MAYNARD K. KNAPP, TRUSTEE, TO RECIPROCAL EASEMENT AGREEMENT RECORDED APRIL 17, 2015, IN OFFICIAL RECORDS BOOK 4613, PAGE 948, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3 (SOUTHERN PORTION)

TRACT 29 AND TRACT 30, AS SHOWN ON THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS THAT PORTION LYING WITHIN AND NORTH OF THE RIGHT OF WAY FOR HOOK STREET.

Legal Description:

THAT PORTION OF THE NORTH/SOUTH ROADWAY BETWEEN TRACTS 20, 21, 28, AND 29 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING NORTHERLY OF HOOK STREET, AND SOUTHERLY OF STATE ROAD NO. 50, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THENCE S 0°17'37" W, A DISTANCE OF 1372.13 FEET; THENCE N 89°55'52" W, A DISTANCE OF 1322.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 50 (A VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE: CONTINUE N 89°55'52" W, A DISTANCE OF 60.00 FEET; THENCE N 89°27'07" W, A DISTANCE OF 184.98 FEET; THENCE S 89°30'08" W, A DISTANCE OF 42.24 FEET; THENCE S 89°24'19" W, A DISTANCE OF 1020.48 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S 00°14'51" W, ALONG THE WEST LINE OF TRACTS 20 AND 29, A DISTANCE OF 718.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HOOK STREET (A 100 FOOT WIDE PUBLIC RIGHT OF WAY); SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 1750.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°02'34", A DISTANCE OF 31.85 FEET; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF S 70°37'05" W, A DISTANCE OF 31.85 FEET; THENCE SAID NORTH RIGHT OF WAY LINE, RUN N 0°14'51" E, A DISTANCE OF 728.72 FEET TO A POINT ON THE AFREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 50; THENCE N 89°28'03" E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.50 ACRES, MORE OR LESS.

Legal Description:

TRACTS 21 AND 28 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS THAT PORTION OF TRACT 28, LYING SOUTH OF HOOK STREET, (COUNTY DISTRICT NO. 2-1346).

Legal Description:

THAT PORTION OF THE NORTH/SOUTH ROADWAY BETWEEN TRACTS 28, AND 29 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING SOUTHERLY OF HOOK STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THENCE S 0°17'37" W, A DISTANCE OF 1372.13 FEET; THENCE N 89°55'52" W, A DISTANCE OF 1322.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 50 (A VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE: CONTINUE N 89°55'52" W, A DISTANCE OF 60.00 FEET; THENCE N 89°27'07" W, A DISTANCE OF 184.98 FEET; THENCE S 89°30'08" W, A DISTANCE OF 42.24 FEET; THENCE S 89°24'19" W, A DISTANCE OF 1020.48 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S 00°14'51" W, ALONG THE WEST LINE OF TRACTS 20 AND 29, A DISTANCE OF 824.65 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HOOK STREET (A 100 FOOT WIDE PUBLIC RIGHT OF WAY); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN N 0°14'51" W, ALONG THE WEST LINE OF SAID TRACT 29, A DISTANCE OF 473.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 29; THENCE S 89°28'17" W, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF AFREMENTIONED TRACT 28; THENCE N 0°14'51" E, ALONG THE EAST LINE OF SAID TRACT 28, A DISTANCE OF 462.39 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AFREMENTIONED HOOK STREET; SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 1750.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°06'54", A DISTANCE OF 32.11 FEET, TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 69°22'29" E, 32.11 FEET

CONTAINING 0.32 ACRES, MORE OR LESS.

Legal Description:

THAT PORTION OF TRACT 28 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING SOUTHERLY OF HOOK STREET, (COUNTY DISTRICT NO. 2-1346).

PLANNED UNIT DEVELOPMENT
THE VUE AT CLERMONT
PARCEL ID #09-22-26-120501900000 & 09-22-26-120502100000



PREPARED FOR
AC-FULCRUM
710 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803

PROJECT TEAM

OWNER/APPLICANT

AC-FULCRUM
710 EAST COLONIAL DRIVE
ORLANDO, FL 32803

ENGINEER

Z DEVELOPMENT SERVICES
708 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: 407-271-8910
EMAIL: BOB@ZDEVELOPMENTSERVICES.COM
CONTACT: BOB ZIEGENFUSS, PE, LEED AP

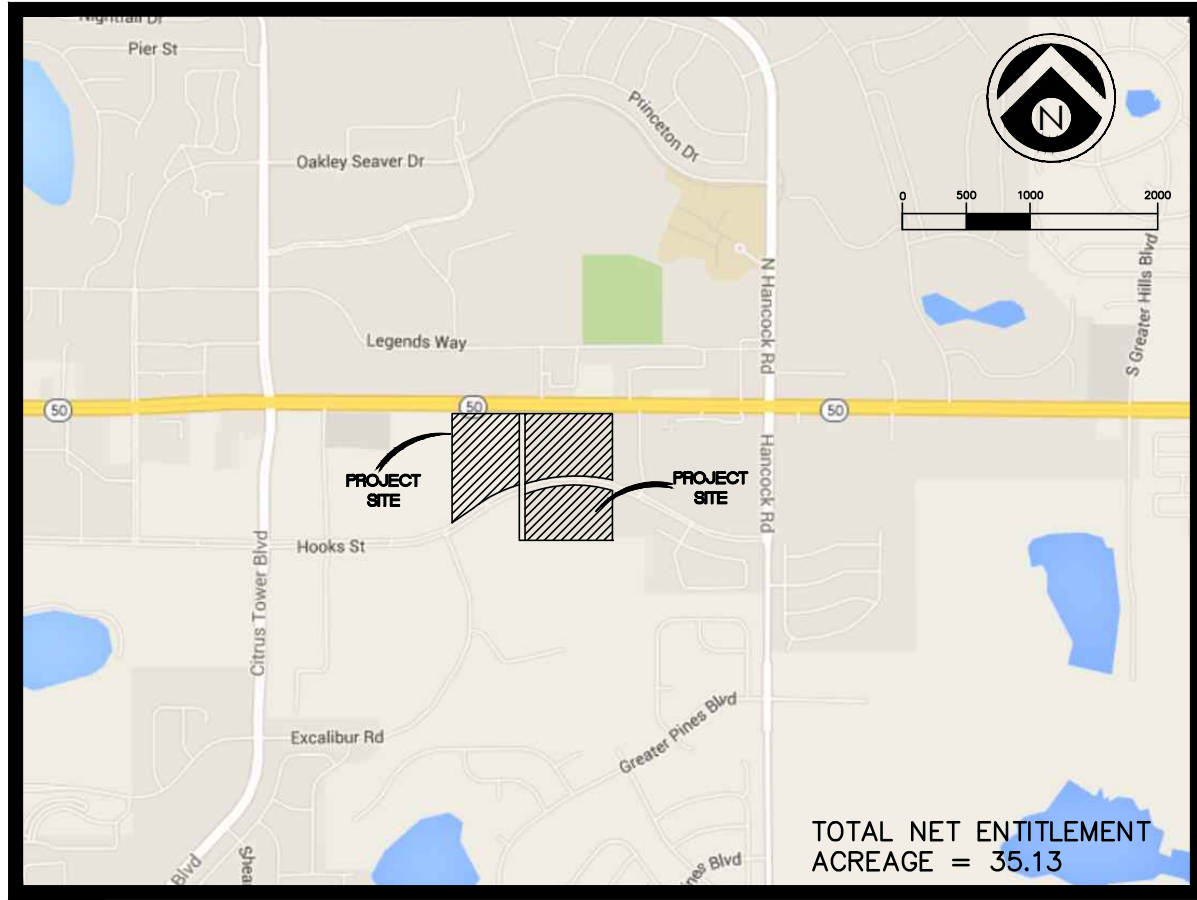
ENVIRONMENTALIST

ECOLOGICAL CONSULTING SOLUTIONS
235 HUNT CLUB BOULEVARD, SUITE 202
LONGWOOD, FLORIDA 32789
PHONE: 407-869-9434

ARCHITECT

CHARLAN BROOK AND ASSOCIATES
1770 FENNELL ST.
MAITLAND, FL 32751
PHONE: 407-660-8900

LOCATION MAP -
PROJECT AREA BREAKDOWN



SECTION 9 TOWNSHIP 22S RANGE 26E LATITUDE 28° 32' 43"N LONGITUDE 81° 42' 54"W

SHT. NO.	DESCRIPTION
CUP-1	COVER SHEET
CUP-2	VARIANCE REQUESTS
CUP-3	MASTER SITE PLAN
CUP-4	LOCATION FOR ADDITIONAL PERMITTED USES
CUP-5	PROJECT TOPOGRAPHY
CUP-6	CROSS SECTIONS

SITE DATA

SECTION/TOWNSHIP/RANGE: 9/22S/26E
PROPERTY AREA: ±42.57 AC
PROJECT AREA: (NET ACREAGE): 33 ACRES
EXISTING ZONING: C-2/UE
EXISTING USE: VACANT
PROPOSED PARCEL USE: (ENTIRE PARCEL PUD: ALL PERMITTED C2 USES (INCLUSIVE OF 1 RETAILER LESS THAN 100,000 S.F. BUT GREATER THAN 20,000 S.F.).

ADDITIONAL PERMITTED USES: (SOUTH SIDE ALONG HOOKS STREET) SELF-STORAGE, VET, ALL FORMS OF SENIORS HOUSING, PRIVATE SCHOOL, AND DAYCARE (SEE SHEET CUP-4)
*SELF-STORAGE SHALL BE LOCATED ON HOOKS STREET SIDE OF THE DEVELOPMENT

COMMERCIAL: 13 ACRES
SENIOR'S HOUSING AREA 20 ACRES
SENIOR'S/TOWNHOME/CONDOS DENSITY: 12 DU/AC MAX = 324 UNITS

*NOTE: TRADITIONAL APARTMENTS HAVE BEEN REMOVED

VARIANCES: APPLY TO ENTIRE PROPERTY AS DETAILED ON FOLLOWING PAGES

ARCHITECTURE: ANY PROPOSED SELF-STORAGE FACILITIES SHALL BE REQUIRED TO SUBMIT EXTERIOR ELEVATIONS TO CITY COUNCIL FOR AN AESTHETIC REVIEW PRIOR TO RELEASE OF BUILDING PERMITS

ELEVATORS: ANY SENIORS HOUSING BUILDINGS WITH THREE (3) STORY UNITS OR GREATER SHALL REQUIRE ELEVATORS

UTILITY SERVICE PROVIDERS

WATER

CITY OF CLERMONT
685 W. MONTROSE STREET
CLERMONT, FL 34711
PHONE: 352-241-7335

SEWER

CITY OF CLERMONT
685 W. MONTROSE STREET
CLERMONT, FL 34711
PHONE: 352-241-7335

ELECTRIC

DUKE ENERGY
P.O.BOX 120069
CLERMONT, FL 34712
PHONE: 352-241-7335

PHONE

CENTURY LINK
260 CITRUS TOWER BOULEVARD
CLERMONT, FL 34711
PHONE: 800-672-6242

CABLE

BRIGHT HOUSE NETWORKS, LLC
602 HWY 50
CLERMONT, FL 34711
PHONE: 352-245-2408

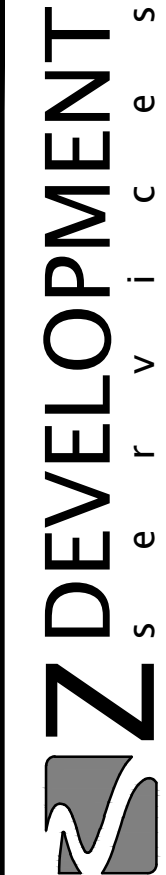
NOTES:

1. PROPOSED FFE AND GRADING SHOWN AS CONCEPTUAL.
2. THE FINAL ENGINEERING PLANS WILL BE CONSISTENT WITH NFPA AND CITY OF CLERMONT CODE. THIS INCLUDES CUL-DE-SACS AND HAMMERHEADS FOR ANY DEAD END EXCEEDING 150 FEET.
3. LANDSCAPE ISLAND WILL BE A MINIMUM OF 300 S.F. AT FINAL ENGINEERING.
4. A SECONDARY EMERGENCY ACCESS POINT WILL BE PROVIDED AT FINAL ENGINEERING. THIS ACCESS MAY CONSIST OF STABILIZED REINFORCED GRASS PAVERS AND CRASH GATES.

THE VUE AT CLERMONT
STATE ROAD 50
CLERMONT, FLORIDA

DATE: 08/01/16
DRAWN: SS
CHECKED: RZ

CUP-1
COVER SHEET
PROJECT NO.: 2015.196



CA 29354

708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
ORLANDO, FL 32803 FAX: (407) 442-0604

POTENTIAL VARIANCE REQUESTS:

SEC. 54-78. - DRIVEWAY CONSTRUCTION STANDARDS.

(d) DRIVEWAYS CONSTRUCTED BELOW STREET GRADE MUST RISE TO AN ELEVATION AT LEAST TO THE TOP OF THE CURB HEIGHT ON CITY RIGHTS-OF-WAY BEFORE REACHING THE OWNER'S PROPERTY LINE. DRIVEWAYS CONSTRUCTED ABOVE THE STREET GRADE SHOULD NOT EXCEED A GRADE OF THREE-FOURTHS OF AN INCH PER FOOT FROM THE TOP OF THE CURB TO PROVIDE FOR VEHICULAR CLEARANCE, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

WAIVER REQUESTS: IT MAY BE POSSIBLE THE RETAIL DRIVEWAY AND PARKING WILL BE BELOW THE CENTERLINE OF SR 50. WE ARE REQUESTING A VARIANCE FROM THIS CODE AND DEFER TO THE CITY ENGINEER TO APPROVE PROPOSED GRADING TO ENSURE ADEQUATE OUTFALL AND PROTECTION OF THE FINISHED FLOOR ELEVATION.

SEC. 94-195. - CLEARING AND GRADING REVIEW CRITERIA. (H)(3)

THE MAXIMUM DEPTH OF CUT OR FILL FOR CONSTRUCTION OF ANY ROADWAY SHALL BE 15 FEET, AS MEASURED AT THE CENTERLINE OF THE ROADWAY.

WAIVER REQUESTS: FINAL GRADES WILL BE DETERMINED AT THE TIME OF FINAL ENGINEERING. IT MAY BE POSSIBLE TO EXCEED THE MAXIMUM CUT AND/OR FILL IN PORTIONS OF THE SITE. WE ARE REQUESTING A MAXIMUM CUT OF UP TO 28 FEET AND A MAXIMUM FILL OF UP TO 28 FEET, AS DEPICTED ON SHEET CUP-6.

SEC. 94-195. - CLEARING AND GRADING REVIEW CRITERIA. (D)(4,5,7)

(4) ELEVATION CHANGES IN TOPOGRAPHY SHALL BE LIMITED TO 15 FEET.

(5) TRANSITIONS BETWEEN MULTI-LEVEL CONSTRUCTION SHALL BE ACCOMPLISHED USING SLOPES OF NO GREATER THAN 5:1 OR WITH RETAINING WALLS NOT TO EXCEED SIX FEET IN HEIGHT.

(7) TERRACES SHALL INCLUDE A MINIMUM FIVE-FOOT LANDSCAPE BUFFER ALONG THE BOUNDARY.

WAIVER REQUESTS: AS STATED ABOVE, WE ARE REQUESTING A MAXIMUM CUT OF 28 FEET AND A MAXIMUM FILL OF 28 FEET. WE ARE ALSO REQUESTING A MAXIMUM WALL HEIGHT OF 13 FEET PER SECTION AND USING 5 FEET WIDE TERRACES WHERE WALLS ARE NEEDED IN EXCESS OF 13 FEET. IF TOTAL WALL HEIGHT EXCEEDS 40 FEET, DEVELOPER SHALL INSTALL ONE 20 FT WIDE LANDSCAPE AREA SOMEWHERE WITHIN THE TOTAL WALL AREA.

SEC. 122-185 (4) BUILDING HEIGHT NOT TO EXCEED 45'

WAIVER REQUESTS: THE BUILDING HEIGHT WILL VARY DEPENDING ON THE GRADE AND LOCATION. ARCHITECTURAL FEATURES MAY EXTEND ABOVE 45'. THE MAXIMUM BUILDING HEIGHT WILL BE 55'.

SEC. 98-6. - RATIO OF FULL SIZE PARKING SPACES TO COMPACT AND OVERSIZED SPACES.

(g) THE RATIO OF FULL SIZE PARKING SPACES TO COMPACT SPACES SHALL BE 90 TO TEN. THIS RATIO SHALL BE MAINTAINED FOR THE TOTAL NUMBER OF PARKING SPACES PROVIDED AND SHALL APPLY ONLY TO BUILDINGS AND USES WHERE THE REQUIRED NUMBER OF PARKING SPACES IS 25 OR GREATER AND 300 OR LESS. DEVELOPERS MAY INCREASE THE RATIO, THUS INCREASING THE NUMBER OF FULL SIZE SPACES, HOWEVER, IN NO CASE SHALL THE RATIO OF COMPACT SPACES BE PERMITTED TO EXCEED THIS RATIO. COMPACT SPACES SHALL NOT BE PERMITTED FOR BUILDINGS AND USES REQUIRING LESS THAN 25 PARKING SPACES OR FOR RESIDENTIAL USES. PROJECTS REQUIRING MORE THAN 300 PARKING SPACES SHALL BE CONSIDERED THRESHOLD DEVELOPMENTS WHERE FINAL DECISION ON THE RATIO OF PARKING SHALL BE DETERMINED BY THE DEVELOPMENT REVIEW COMMITTEE IN CONSIDERATION OF TRAFFIC ENGINEERING AND PLANNING DATA THAT IS APPROPRIATE TO THE PROPOSED DEVELOPMENT AND INTENDED USE.

(b) THE PROVISION OF OVERSIZED PARKING SPACES TO ACCOMMODATE RECREATIONAL VEHICLES AND THE LIKE SHALL BE APPLIED TO RETAIL BUSINESS FACILITIES WHERE REQUIRED PARKING IS 100 SPACES OR MORE. THE RATIO OF THREE OVERSIZED PARKING SPACES PER EACH 100 REQUIRED SPACES OR PORTION THEREOF SHALL BE MAINTAINED FOR THE TOTAL NUMBER OF PARKING SPACES PROVIDED.

WAIVER REQUESTS: WE ARE REQUESTING A VARIANCE TO USE 9'x18' SPACES FOR 30% OF THE DEVELOPMENT COUNT. THIS WILL MINIMIZE CUT AND FILL OPERATIONS. THIS WILL ALSO MAXIMIZE AVAILABLE PARKING WHILE SIGNIFICANTLY REDUCING THE UNNECESSARY ENVIRONMENTAL POLLUTANT RUNOFF, INCREASING GREEN SPACES THROUGHOUT.

SEC. 122-226. - YARDS.

MINIMUM YARD REQUIREMENTS FOR THE C-2 DISTRICT ARE AS FOLLOWS:

(1) FRONT YARD. PROPERTY ADJACENT TO HARTWOOD MARSH ROAD, SR 50 AND U.S. 27 SHALL MAINTAIN A 50-FOOT SETBACK. THE SETBACK ON ALL OTHER STREETS SHALL BE 25 FEET.

(2) SIDE YARD. THE MINIMUM SIDE YARD SETBACK IS 12 FEET. ON CORNER LOTS WHERE A SIDE YARD SETBACK OF 50 FEET SHALL BE MAINTAINED ON HARTWOOD MARSH ROAD, STATE ROAD 50 AND U.S. HIGHWAY 27 AND A SIDE YARD SETBACK OF 25 FEET SHALL BE MAINTAINED FROM ALL OTHER STREETS AND 12 FEET ON THE INTERIOR SIDE YARD. HOWEVER, A SIDE SETBACK OF 25 FEET SHALL BE MAINTAINED ON THE SIDE ADJACENT TO PROPERTY THAT IS EITHER ZONED OR USED AS RESIDENTIAL.

(3) REAR YARD. THE MINIMUM REAR YARD SETBACK IS 25 FEET EXCEPT WHERE A REAR YARD ABUTS HARTWOOD MARSH ROAD, SR 50 OR U.S.27, A SETBACK OF 50 FEET SHALL BE MAINTAINED. THE REAR BUILDING LINE OF LAKEFRONT PROPERTY SHALL BE MEASURED FROM THE ESTABLISHED HIGH-WATER MARK. NO CONSTRUCTION ENCROACHMENT MAY OCCUR IN ANY DESIGNATED 100-YEAR FLOODPLAIN EXCEPT IN ACCORDANCE WITH POLICIES OF THE ADOPTED COMPREHENSIVE PLAN AND AFTER FORMAL APPROVAL OF A SITE DEVELOPMENT PLAN BY THE ADMINISTRATIVE OFFICIAL.

(4) BUFFER STRIP. WHEN A CONDITIONAL OR COMMERCIAL USE ABUTS A RESIDENTIAL USE, THE CONDITIONAL OR COMMERCIAL USE SHALL PROVIDE A LANDSCAPED BUFFER STRIP ALONG THE ABUTTING PROPERTY LINE.

(5) OTHER SETBACKS. ALL YARD SETBACKS FOR PRINCIPAL BUILDINGS SHALL BE A MINIMUM OF 25 FEET FROM ESTABLISHED HIGH-WATER MARKS. NO CONSTRUCTION ENCROACHMENT MAY OCCUR IN ANY DESIGNATED 100-YEAR FLOODPLAIN EXCEPT IN ACCORDANCE WITH POLICIES OF THE ADOPTED COMPREHENSIVE PLAN AND AFTER FORMAL APPROVAL OF A SITE DEVELOPMENT PLAN BY THE ADMINISTRATIVE OFFICIAL.

WAIVER REQUESTS: SEE EXHIBIT BELOW. THE LANDSCAPE BUFFER OF 15' IS PROPOSED ADJACENT TO SR 50 DUE TO THE PRESENCE OF A LARGE BERM WITHIN WHICH EXISTING UTILITIES ARE RUNNING THAT ARE IN THE RIGHT OF WAY. NOTE ALSO THE 83± DISTANCE FROM THE FROM THE EDGE OF SR 50 PAVEMENT TO THE PROPOSED EDGE OF PARKING PROVIDING EXTENSIVE BUFFERING. GRADING CANNOT EXCEED 5:1 IN THE LANDSCAPE BUFFER. REDUCING THE LANDSCAPE BUFFER TO 15' WILL ALLOW ADDITIONAL GRADING WHICH WILL REDUCE THE WALL HEIGHT BY 3± VERTICAL FEET. NOTE THE EXISTING 5± BERM ABOVE THE SR 50 GRADE PROVIDES MAXIMUM SOUND BUFFERING/ABSORPTION. PLEASE NOTE, HOOKS STREET LANDSCAPE BUFFER WILL BE INSTALLED ADJACENT TO THE STORMWATER CONVEYANCE SWALE ON THE NORTH SIDE OF HOOKS STREET.

POWER LINE EASEMENT LANDSCAPE VARIANCE:

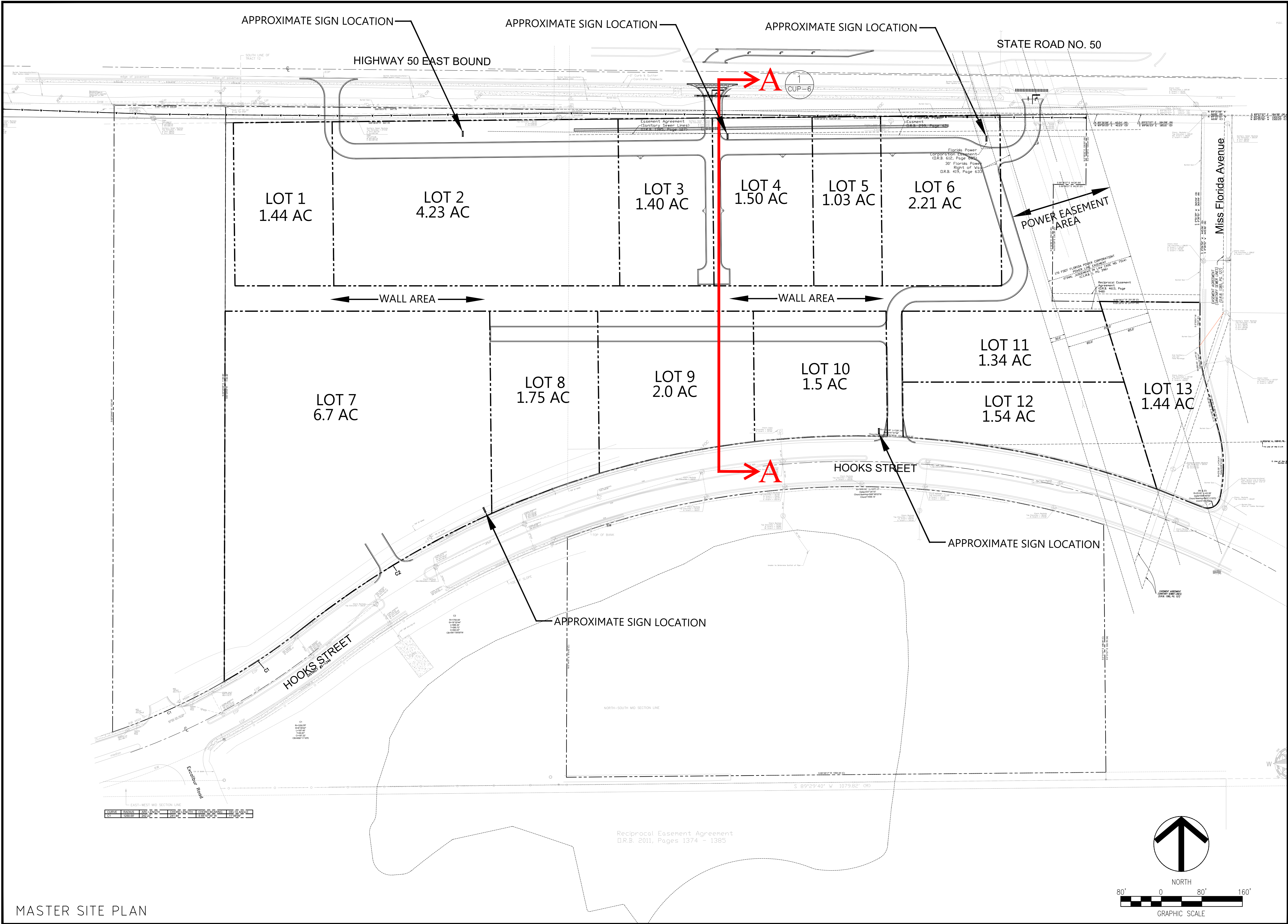
NO PLANTING OR IMPROVEMENTS WITHIN THE DUKE POWER EASEMENT AND/OR
RIGHT-OF-WAY.

SEC. 102-15. - PERMITTED SIGNS

(a)(1)a. ALL SIGNS SHALL BE GROUND SIGNS.

WAIVER REQUEST: WE ARE REQUESTING THAT FIVE (5) MARQUEE SIGNS (MULTI-TENANT) WITH A MAXIMUM HEIGHT OF 22 FEET BE PERMITTED DUE TO THE EXISTING BERM ALONG SR 50 BLOCKING VISIBILITY. PLEASE REFER TO SHEET CUP-3 FOR THE APPROXIMATE SIGN LOCATIONS. OFFSITE SIGNAGE SHALL BE PERMITTED, AND WE ARE ALSO REQUESTING THAT THE SIGN AREA BE PERMITTED AT 175 SF PER SIGN IN LIEU OF THE PREVIOUSLY PROPOSED SINGLE TENANT SIGNS, WHICH WOULD HAVE BEEN A TOTAL OF 13 INDIVIDUAL SIGNS BASED ON THE CURRENT LOT PLAN (REFER TO SHEET CUP-3).

VARIANCE REQUESTS



MASTER SITE PLAN

**Z DEVELOPMENT**
s e r v i c e s
CA 29354

708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
ORLANDO, FL 32803 FAX: (407) 442-0604

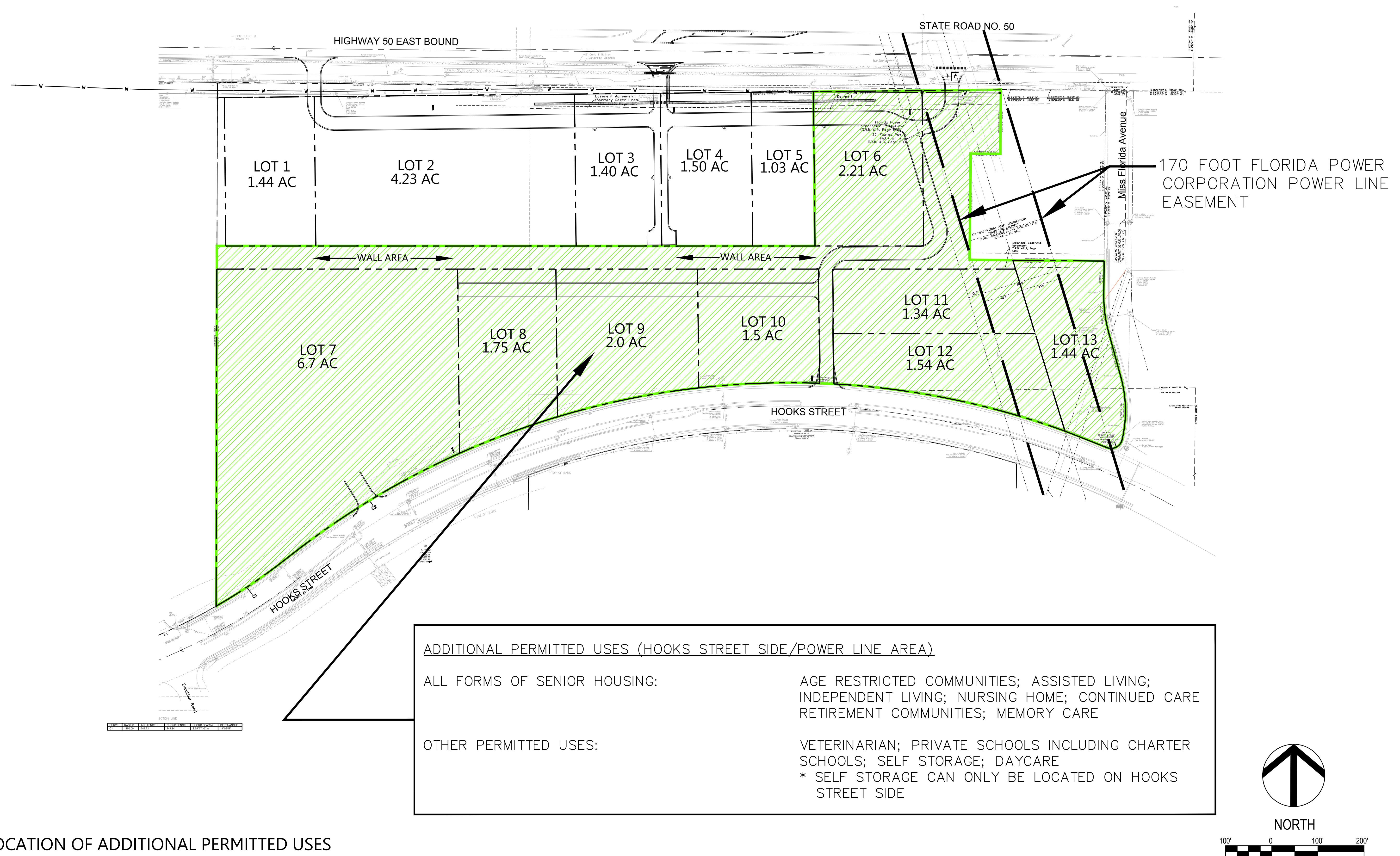
DATE	REVISION	DATE	REVISION

ROBERT ZIEGENFUS, P.E., LEED AP
FL REG. # 56752

THE VUE AT CLERMONT
STATE ROAD 50
CLERMONT, FLORIDA

DATE: 08/01/16
DRAWN: SS
CHECKED: RZ
CUP-3
MASTER SITE PLAN
PROJECT NO: 2015.196

ADDITIONAL PERMITTED USES



LOCATION OF ADDITIONAL PERMITTED USES

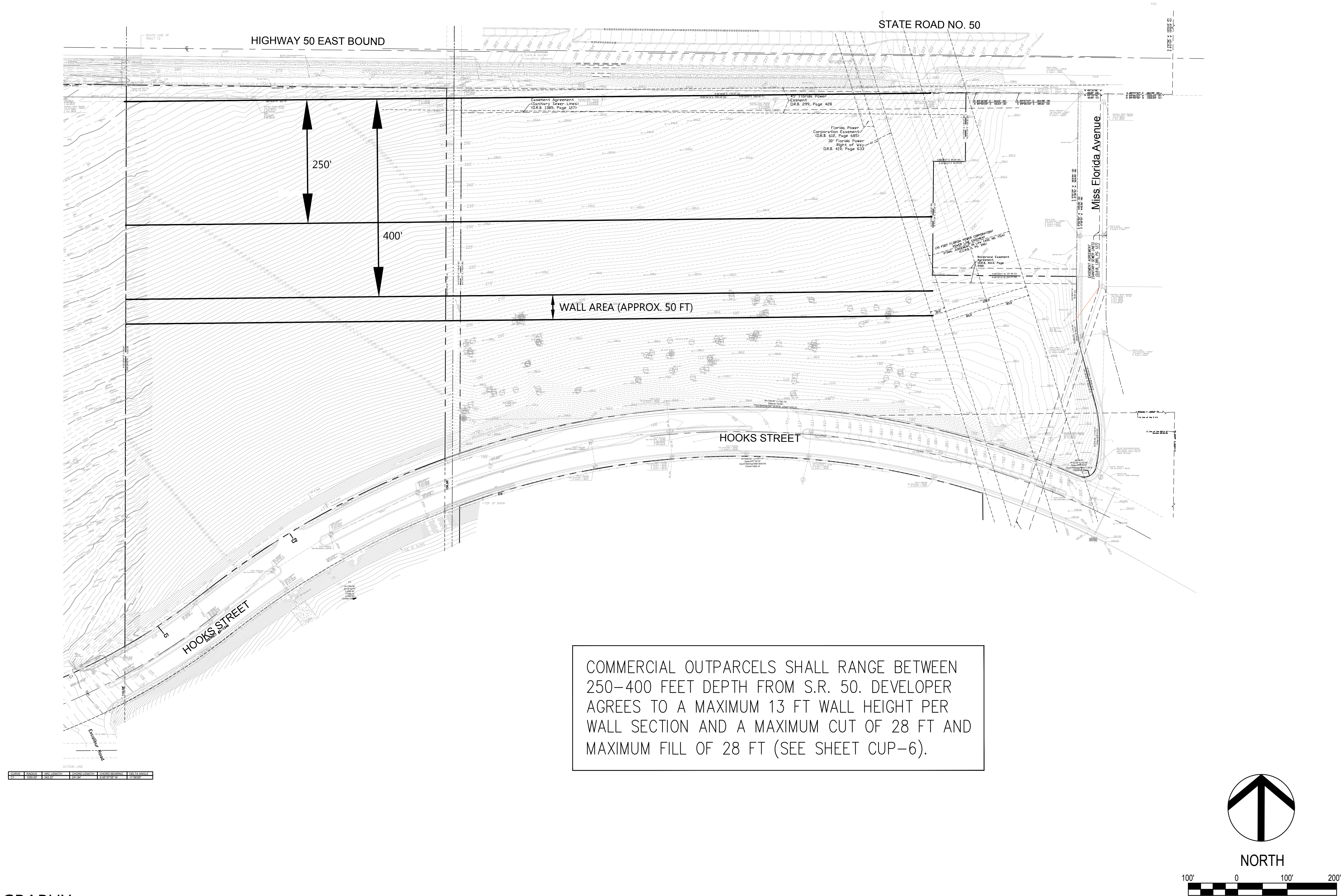
Z DEVELOPMENT
s e r v i c e s

CA 29334
708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
ORLANDO, FL 32803 FAX: (407) 442-0604

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THE VUE AT CLERMONT
STATE ROAD 50
CLERMONT, FLORIDA

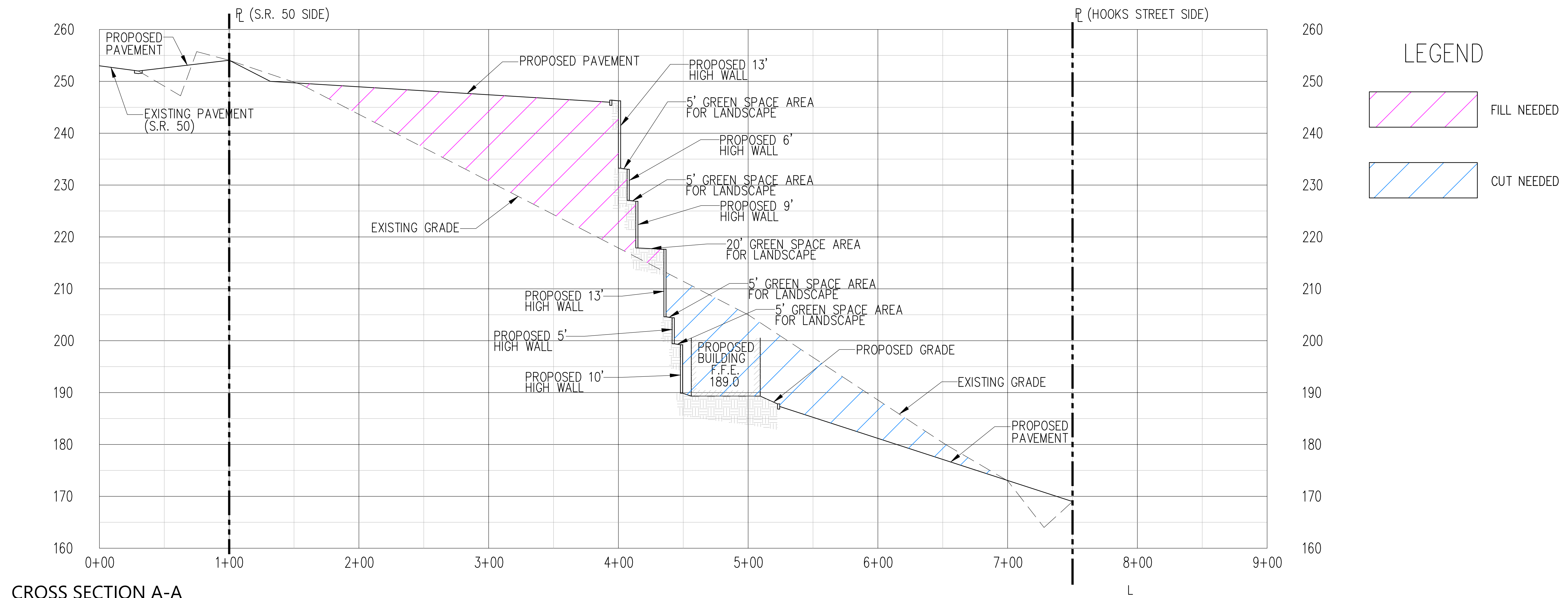
DATE: 08/01/16
DRAWN: SS
CHECKED: RZ
CUP-4
LOCATION OF
ADDITIONAL
PERMITTED USES
PROJECT NO.: 2015 196



PROJECT TOPOGRAPHY

REVISION	DATE	REVISION	DATE

THE VUE AT CLERMONT
STATE ROAD 50
CLERMONT, FLORIDA



SAMPLE CROSS SECTION AT MAXIMUM CUT/FILL OF 28 FEET

DATE									
REVISION									
DATE									
REVISION									

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 2, 2017**

Page 2

He said he would like to build a porch in front of the building so that patrons could enjoy the view of the lake. He stated that there are 42 public parking spaces available, 21 on the street, and another 21 behind the restroom facility. He stated that he is the only business on the block and that the street parking is not utilized.

Chairman Jones asked if this issue had been addressed before. Mr Johnson said it was, when he came before the commission and wanted to have a banquet type facility.

Jackie Donatuccio, 3756 Fallscrest Circle said this project looks like something that is in Mascotte. She said it will not enhance the downtown area, and whatever goes in needs to be a little more family friendly. She stated that she no longer feels safe in Clermont, and wishes the downtown area would be more like Winter Garden.

Mr. Johnson said the building was built in 1925 and has served as many different things. It is a barn roofed building, and he wants to take it back to its original state. He wants the new building to look new, and the old part to look more rustic. He said that breweries are a big draw for many downtown areas. The brewery will service its patrons, and will not be a distribution brewery with trucks picking up product to be sold elsewhere.

Commissioner Proli asked if Mr. Johnson was from the Clermont area. He responded that he has been here for 25 years and his wife is 3rd generation.

She said there are many families and seniors here in Clermont and this doesn't fit in. She said it should be a restaurant and not a brewery.

Chairman Jones said it could be an asset for downtown.

Commissioner Smith said he has known Mr. Johnson for many years, and that all of his projects have been done very well.

Mr. Henschel explained that the question at hand was not if it can be a brewery, but rather if the building can be over 3,000 square feet in the Central Business District.

Commissioner Smith moved to approve the request, Commissioner Hubbard seconded the motion. The request was approved by a vote of 3-1 with Commissioner Proli voting against.

**2. REQUEST FOR AN AMENDMENT TO A PLANNED UNIT
DEVELOPMENT REZONING.**

APPLICANT: AC-Fulcrum

Planning Manager Henschel presented the staff report as follows:

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 2, 2017**

Page 3

The applicant, AC-Fulcrum, is requesting an amendment to a Planned Unit Development rezoning that was originally granted in June of 2016. The original approval is for 10.5 acres of C-2 General Commercial all along Highway 50 and up to 324 multi-family units on the south side of the project fronting Hooks St. The applicant has discovered the originally approved waivers will not allow for their development to be constructed as proposed. The 42+/- acre property is located south of Highway 50, west of Miss Florida Avenue and north and south of Hooks Street.

The applicant is proposing to give up the already approved 324 multi-family portion of the project in favor of developing this area as a senior housing or age restricted with 324 units. The applicant believes the multi-family apartments were a source of contention and by eliminating the use of the previously approved apartments will ease the concern of the other needed waivers that are being requested.

In order to develop the site as proposed, the applicant still needs waivers to the Planned Unit Development. These waivers are as follows:

1. The currently approved ordinance allows for a cut and fill of up to 15 feet throughout the project. The applicant is now requesting up to 28 feet of fill, and up to a 28 foot cut in portions of the project area.
2. The applicant is also requesting taller monument signs than are allowed by code. Because of the existing DOT berm that runs parallel to Hwy 50, the applicant does not feel the allowable 10 foot tall signs will be effective for the businesses. The applicant is requesting 5 “shopping center” signs to be a maximum height of 22 feet.
3. For the final amendment, the applicant is asking to amend the language for allowable uses on the site. The applicant would like to add uses of :

Veterinary use, self-storage use, assisted living facility, daycare, private and charter schools.

The existing PUD ordinance still remains in effect with the following waivers:

1. Maximum building height will be 55 feet, measured at the highest point for the multi-family portion.
2. Driveway access and parking for the C-2 General Commercial portion may be below the centerline of Highway 50 and will be subject to the approval of the City Engineer.
3. Retaining wall heights up to 13 feet in height are allowed to deal with the extreme grades on the site.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 2, 2017**

Page 4

4. Parking space dimensions shall be allowed at a minimum 9 feet wide by 18 feet deep for 30% of parking requirements.
5. A reduced landscape buffer along Highway 50 is requested due to the presence of a large berm. The landscape buffer shall be a minimum of 10 feet in width and shall have the 30% more landscape required for multi-family and C-2 uses.
6. Automotive dealerships and/or auto parts sales shall not be an allowed use within this Planned Unit Development without an amendment.
7. Required landscape buffering within the Duke Energy easement may be omitted with proper documentation from Duke Energy.

Staff acknowledges a portion of the project was identified in the “Strategic Economic Development Plan” (DEO grant funded study) citing topography as a challenge with over 100 feet of elevation change. Staff cannot however support the proposed excessive topography changes and taller monument sign heights requested by the applicant.

Chairman Jones opened the floor to the public.

Jackie Donatuccio, 3756 Fallscrest Circle said she is ashamed to be living in a development. She said that everything here is done for financial gain with no regard for the fact that developers are destroying the hills. She asked when the building is going to stop. She said she doesn't like the direction Clermont is going: too much traffic, more crime etc.

There being no one else who wished to speak, Chairman Jones closed the public portion.

Chairman Jones said the elevations that require 30 or 40 foot walls aren't compatible with what Clermont is. He said the severity of the terrain will cause the city to see if there isn't another way to develop this site. He said he finds it hard to support the request.

Commissioner Proli spoke about a website called “next door” where people complain about the growth here. She said that people are upset that developers are slaughtering our hills and spoiling our city.

Jonathan Moore, the applicant, said this is the third time he has come before the commission. He gave a synopsis of how he got to this point. He said the land is super hilly, and he offered to widen a landscape buffer to allow for trees to hide the 20 foot wall. He said you are going to find that if his request is approved the trees will cover the walls. He said the hills will remain and the walls will be covered up. He is requesting taller signs because the signage that was originally granted would not be seen behind the berm. He said he is getting rid of regular apartments, and instead having apartments for seniors. That will mean less traffic to the site and the surrounding area.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 2, 2017**

Page 5

Commissioner Proli asked if the wall will obstruct the view from the assisted living facility. Mr. Moore said that it would not. She then asked why he wants to put in a charter or private school which would add to the traffic on Hooks Street.

Commissioner Smith said this is the third time this has come before the commission, and staff has still not approved these plans. He said he doesn't see how it will work.

Mr. Hubbard said he is still against this development because the property is too steep.

Commissioner Jones said he loves the idea of building into a hill. He said there are ways to develop a piece like this, but it will be a much more painful process. More thought and imagination would allow the creation of a San Francisco type theme on this property. You could make it much more appealing than to develop this property to resemble other developments in the area. He suggested that it could be made into a one of a kind property and be a big draw.

Commissioner Proli moved to deny the request, seconded by Commissioner Hubbard. The vote was unanimous to deny approval.

There being no further business, the meeting was adjourned at 7:26 p.m.

Nick Jones, Chairman

ATTEST:

Jane C. McAllister – Planning Specialist



CITY OF CLERMONT
REZONING
APPLICATION

DATE: 3/28/17

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): The VUE at Clermont

APPLICANT: AC-Fulcrum

CONTACT PERSON: Jonathan Moore

Address: 710 East Colonial Drive

City: Orlando State: FL Zip: 32803

Phone: 407-373-0930 Fax: _____

E-Mail: jmoore@accommercial.com

OWNER: 14 Acres SR 50, LLC

Address: 1701 Spring Lake Drive

City: Orlando State: FL Zip: 32804

Phone: _____ Fax: _____

Address of Subject Property: Clermont, FL 34711

Legal Description (include copy of survey): _____

Acreage: 14 Land Use: Vacant Commercial
(City verification required)

Present Zoning: PUD / C-2 Proposed Zoning: Amending existing 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?

AC-Fulcrum is assembling the parcels shown in Exhibit "A" attached. We are seeking to amend the previously approve PUD by removing the use of traditional apartments. This use has caused many concerns to the various city council members and we feel it is clear we should remove them entirely in trade for solving the much larger problem of tremendous grade changes on the parcel. We will retain the right to the various types of senior's housing, and include the additional uses of veterinary clinics, daycare, private and charter schools and self-storage facilities. Given the extreme elevation changes on the site, AC-Fulcrum is seeking variances for cut and fill and signage height requirements. The greater variances for cut and fill and signage are imperative to the viability of the project. Without approval of these it will render the property undevelopable.

AC-Fulcrum
Jonathan Moore
Applicant Name (print)

X [Signature]
Applicant Name (signature)

14 AC 5150, LLC
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

This Instrument Prepared By:
Jonathan D. Wallace, Esquire
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200



ALTERNATE KEY: 1028272

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made effective as of the 22nd day of November, 2011, by RICHARD E. BOSSERMAN, as to an undivided one-half ($\frac{1}{2}$) interest as a tenant in common to the Property (as defined below), and CHARLES E. BOSSERMAN, III, as to an undivided one-half ($\frac{1}{2}$) interest as a tenant in common to the Property (as defined below), whose post office address is whose post office address is 125-A East Marks Street, Orlando, Florida 32803 (hereinafter collectively referred to as "Grantors"), to 14 ACRES SR 50, LLC, a Florida limited liability company, whose post office address is 125-A East Marks Street, Orlando, Florida 32803 (hereinafter referred to as the "Grantee").

(Wherever used herein the terms "Grantors" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations.)

WITNESSETH:

That Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all of Grantors' right, title and interest in and to their respective undivided one-half ($\frac{1}{2}$) interests as a tenant in common in that certain real property situate, lying and being in Lake County, Florida (hereinafter referred to as the "Property"), and being more particularly described as follows:

THAT PORTION OF TRACTS 21 AND 28 AS SHOWN ON THE LAKE HIGHLANDS COMPANY'S PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, LYING NORTH OF HOOK STREET, AS RECORDED IN BOOK 2017, PAGE 1757, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantors hereby covenant with Grantee that Grantors are lawfully seized of the Property in fee simple; that the Grantors have good right and lawful authority to sell and convey the Property, and hereby warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever. This conveyance is subject to taxes accruing subsequent to December 31, 2010, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

Grantors certifies that on the date of execution, delivery and recordation of this instrument, neither of the Grantors nor any member of Grantors' family resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of either of the Grantors.

The scrivener of this instrument has not examined title to the Property, has utilized legal descriptions provided by Grantors, and has relied upon the representation of Grantors as to the status of title to the Property. Accordingly, the scrivener disclaims any liability or responsibility which may result from the failure of Grantors to hold such title in the manner represented.

Note to Recorder: The conveyance being effectuated by this instrument is a conveyance of real property from the individuals collectively referred to as Grantors to a limited liability company which is owned by such individuals in the same proportion to which they currently own title to the Property. The Property is unencumbered and no consideration is being paid by Grantee to Grantors in exchange for this conveyance. Accordingly, this instrument is exempt from the imposition of Florida documentary stamp taxes in accordance with applicable case law.

[Signatures and notary acknowledgments appear on the following page.]

IN WITNESS WHEREOF, the persons named herein as "Grantors" have executed and delivered this instrument and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: LAUREN Y DETZEL

Richard E. Bosserman
RICHARD E. BOSSERMAN

Print Name: Brian M. Malick

Print Name: LAUREN Y DETZEL

Charles E. Bosserman III
CHARLES E. BOSSERMAN, III

Print Name: Brian M. Malick

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of Nov., 2011, by RICHARD E. BOSSERMAN. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____

[Signature]
Print Name: _____

Notary Public, State of Florida
Commission No.: _____

My Commission Expires: 8/2/2014

STATE OF FLORIDA
COUNTY OF ORANGE

Lauren Y. Detzel
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD982337
EXPIRES 8/2/2014
BONDED THRU 1-888-NOTARY1

The foregoing instrument was acknowledged before me this 16th day of Nov., 2011, by CHARLES E. BOSSERMAN, III. Said person (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____

[Signature]
Print Name: _____

Notary Public, State of Florida
Commission No.: _____

My Commission Expires: _____

00643298v1

Lauren Y. Detzel
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD982337
EXPIRES 8/2/2014
BONDED THRU 1-888-NOTARY1

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. 2017-24

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 Highway 50, west of Miss Florida Avenue
Alternate keys 1028272 & 3334566

LEGAL DESCRIPTION

All of that tract or parcel of land lying and being in Section 26, Township 22 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

PARCEL 1 (FEE SIMPLE ESTATE)

That part of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the East 1/4 corner of said Section 28; thence run North 00°42'51" East along the East line of the Northeast 1/4 of said Section 28 for a distance of 664.12 feet to the Northeast corner of the South 1/4 of the Northeast 1/4 of said Section 28; thence run South 89°24'16" West along the North line of said South 1/4 for a distance of 1335.19 feet to a point on a non-tangent curve concave Westerly having a radius of 270.00 feet and a chord bearing of South 01°23'58" West and the Point of Beginning; thence run Southerly along the arc of said curve through a central angle of 23°36'59" for a distance of 111.29 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of South 63°07'26" West; thence run Southwesterly along the arc of said curve through a central angle of 99°49'56" for a distance of 43.56 feet to the point of reverse curvature of a curve concave Southerly having a radius of 1750.00 feet and a chord bearing of North 87°56'35" West and the North right of way line of Hook Street, as described in Official Records Book 2010, Page 316, of the Public Records of Lake County, Florida; thence run Westerly along said North right of way line and the arc of said curve through a central angle of 41°57'58" for a distance of 1281.78 feet to a non-radial line and the East right of way line of an Unnamed right of way, according to the plat of LAKE HIGHLANDS COMPANY, as recorded in Plat Book 2, Page 28, of said Public Records; thence run North 00°10'52" East along said East right of way line for a distance of 718.43 feet to the South right of way line of State Road Number 50; thence run North 89°24'19" East along said South right of way line for a distance of 1127.57 feet; thence run South 89°29'29" East along said South right of way line for a distance of 150.11 (120.11) feet to the West line of the East 60 feet of Tract 19, of said LAKE HIGHLANDS COMPANY; thence run South 00°26'52" West along said West line for a distance

of 445.90 feet to the point of curvature of a curve concave Easterly having a radius of 280.00 feet; thence run Southerly along the arc of said curve through a central angle of 15°45'47" for a distance of 77.03 feet to the point of tangency; thence run South 15°18'56" East for a distance of 105.46 feet to the point of curvature of a curve concave Westerly having a radius of 270.00 feet and a chord bearing of South 12°51'43" East; thence run Southerly along the arc of said curve through a central angle of 04°54'24" for a distance of 23.12 feet to the Point of Beginning.

LESS AND EXCEPT therefrom that parcel conveyed by Maynard K. Knapp, individually and as Trustee to Akram Ismail, M.D., by Special Warranty Deed recorded April 17, 2015, in Official Records Book 4613, Page 945, described as follows: A portion of the Southwest 1/4 of the Northeast 1/4 of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at the Northeast corner of said Section 28; thence S01°07'06"W along the East line of said Northeast 1/4, a distance of 1372.13 feet to a point; thence N89°06'23"W, a distance of 1322.25 to a point on the South right-of-way line of State Road No. 50. (Right-of-Way varies per Right-of-Way Map Section 11070); thence continue N89°06'23"W, a distance of 60.00 feet to the POINT OF BEGINNING; thence S00°51'39"W, along the West right-of-way line of Miss Florida Avenue (ORB 2345, Page 748), also being parallel to and 60.00 feet West of the East line of said Southwest 1/4 of the Northeast 1/4 of Section 28 and the East line of Tract 19 of Lake Highlands Company, according to the Plat thereof as recorded in Plat Book 2, Page 28, of the Public Records of Lake County, Florida, a distance of 369.94 feet to a point; thence N89°08'21"W, a distance of 291.58 feet to a point; thence N00°51'39"E, a distance of 230.29 feet to a point; thence S89°08'21"E, a distance of 64.35 feet to a point; thence N00°51'39"E, a distance of 139.00 feet to a point on the South line of an unnamed unimproved street, also being the North line of said Tract 19; thence N89°50'25"E, along the North line of said Tract 19, a distance of 42.23 feet to a point on said South right-of-way line of State Road No. 50; thence S89°06'23"E, along said South right-of-way line of State Road 50, a distance of 185.01 feet to the POINT OF BEGINNING.

Containing 744,665 Sq. Ft. of 17.100 Acres more or Less.

PARCEL 2 (EASEMENT ESTATE)

Together with that certain Non-Exclusive Ingress-Egress Easement granted by Akram Ismail to Maynard K. Knapp, Trustee, to Reciprocal Easement Agreement recorded April 17, 2015, in Official Records Book 4613, Page 948, Public Records of Lake County, Florida.

PARCEL 3 (SOUTHERN PORTION)

Tract 29 and Tract 30, as shown on the Lake Highlands Company Plat of Section 28, Township 22 South, Range 26 East, recorded in Plat Book 2, Page 28, of the Public Records of Lake County, Florida; Less that portion lying within and North of the Right of Way for Hook Street.

SECOND SURVEY

That portion of the north/south roadway between Tracts 20, 21, 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of State Road No. 50, being

more particularly described as follow: Commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida, thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of State Road No. 50 (a variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet to the point of beginning; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 718.43 feet to a point on the northerly right of way line of Hook Street (A 100 foot wide public right of way) said point also being on a non-tangent curve, concave southeasterly, and having a radius of 1750.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°02'34", a distance of 31.85 feet, said curve being subtended by a chord bearing and distance of S 70°37'05" W, 31.85 feet; thence departing said north right of way line, run N 0°14'51" E, a distance of 728.72 feet to a point on the aforementioned southerly right of way line of State Road No. 50; thence N 89°28'03" E, along said north right of way line, a distance of 30.00 feet to the point of beginning.

Containing 0.50 acre, more or less

THIRD SURVEY

That portion of the north/south roadway between Tracts 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of State Road No. 50, being more particularly described as follow: commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida; thence S 0°17'37" W, a distance of 1372.13 FEET; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of State Road No. 50 (A variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 824.65 feet to a point on the southerly right of way line of Hooks Street (A 100 foot wide public right of way); thence departing said southerly right of way line, run S 0°14'51" W, along the west line of said Tract 29, a distance of 473.42 feet to the southwest corner of said Tract 29; thence S 89°28'17" W, a distance of 30.00 feet to the southeast corner of aforementioned Tract 28; thence N 0°14'51" E, along the east line of said Tract 28, a distance of 462.39 feet to a point on the southerly right of way line of aforementioned Hook Street, said point also being on a non-tangent curve, concave southeasterly, and having a radius of 1650.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°06'54", a distance of 32.11 feet, to the point of beginning, said curve being subtended by a chord bearing and distance of N 69°22'29" E, 32.11 feet.

Containing 0.32 acres, more or less

FOURTH SURVEY

Tracts 21 and 28 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida; less that portion of Tract 28, lying south of Hook Street, (County District NO. 2-1346).

FROM C-2 General Commercial & Urban Estate
TO Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, May 2, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, May 9, 2017 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
April 26 and May 10, 2016