



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, November 14, 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. 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

COUNCIL PRESENTATION

ELECTION RESULTS

Acceptance of results for election held on November 7, 2017 for Seat 2 and Seat 4

OATH OF OFFICE

Administration of Oath of Office of Elected Officials for Seat 2 and Seat 4

PRESENTATIONS

Planning and Zoning Commission recognition

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the September 26, 2017 and October 10, 2017 Regular Council Meeting minutes.

Item No. 2 - Plat approval

Plat approval for Highland Ranch Esplanade Phase 2.

Item No. 3 - Revised Interlocal Agreement

Consider approval of the revised agreement with the Town of Oakland providing wholesale wastewater treatment.

Item No. 4 - Andoc, LLC. Utility Agreement

Consider Utility Services Agreement for Water and Sewer Services to construct a new veterinary clinic to be located at 15016 Pine Valley Blvd.

CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, November 14, 2017

- | | |
|--|--|
| Item No. 5 - State of Florida Department of State Grant Agreement | Consider approval of grant agreement between State of Florida Department of State Cultural Facilities Program and the City of Clermont in the amount of \$500,000 for the Victory Pointe project. |
| Item No. 6 - State of Florida Department of Environmental Protection Grant Agreement | Consider approval of grant agreement between State of Florida Department of Environmental Protection Recreational Trails Program and the City of Clermont in the amount of \$200,000 for the Victory Pointe project. |
| Item No. 7 - Proposal Award | Consider approval of Request for Proposals award to Magellan Advisors, LLC. for telecommunication consultant services. |
| Item No. 8 - Compensation and Classification Study | Consider approval of a new pay plan and implementation strategy in the budgeted amount of \$177,976 . |
| Item No. 9 - Event and Open Container Request | Consider allowing the Celebration of Heroes to have an open container area for their "Celebration of Heroes" event on March 3, 2018 at Waterfront Park. |

UNFINISHED BUSINESS

- | | |
|--|---|
| Item No. 10 - Resolution No. 2017-38
<i>Blue Water Car Wash</i> | Consider a Conditional Use Permit to allow a carwash facility for property located north of S.R. 50 and east of Auto Plex Lane. |
| Item No. 11 - Variance Request
<i>Blue Water Car Wash</i> | Consider allowing for a reduction of the required 30 feet canopy accessory structure setback and a reduced perimeter landscape buffer width for property located north of S.R. 50 and east of Auto Plex Lane. |
| Item No. 12 - Ordinance No. 2017-45 <i>Final Huber</i> | Consider ordinance to vacate a 15 foot unimproved right-of-way west of US 27 and north of Caspian Lane. |

CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, November 14, 2017

NEW BUSINESS

Item No. 13 - Ordinance No. 2017-40 *Introduction*
Eddy Property Annexation

Consider ordinance to annex 114 +/- acres located $\frac{3}{4}$ of a mile east of Heritage Hills Boulevard on Hartwood Marsh Road, north of the intersection of Lovers Lane and Hartwood Marsh Road.

Item No. 14 - Ordinance No. 2017-41 *Transmittal*
Eddy Property Large-scale Comprehensive Plan
Amendment

Consider ordinance transmittal to change the future land use from Lake County Rural to City of Clermont Low Density Residential for property located $\frac{3}{4}$ mile east of Heritage Hills Boulevard on Hartwood Marsh Road and Eddy Drive.

Item No. 15 - Ordinance No. 2017-42 *Introduction*
Eddy Property Rezoning Request

Consider ordinance to rezone 114 +/- acres from Urban Estate to Planned Unit Development for up to 340 single-family homes on property located north of Lovers Lane and Hartwood Marsh Road intersection.

Item No. 16 - Ordinance No. 2017-49 *Introduction*
The Shops at Waterbrooke Rezoning

Consider ordinance introduction to rezone 45 +/- acres to a Planned Unit Development to allow up to 162,000 square feet of C-2 General Commercial Use and 85 townhomes for property located at the southwest corner of Emil Jahna and SR 50.

Item No. 17 - Ordinance No. 2017-51 *Introduction*

Consider ordinance introduction to amend the code of ordinances pertaining to utilities.

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
MINUTES
REGULAR COUNCIL MEETING
September 26, 2017

Clermont City Council met in a regular meeting on Tuesday, September 26, 2017 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Travis and Goodgame. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and Deputy City Clerk Noak.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PROCLAMATION

Deputy City Clerk Noak read the White Cane Safety Day proclamation aloud.

Deputy City Clerk Noak read the Fire Prevention Week proclamation aloud. Mayor Ash presented the proclamation to Senior Fire Inspector Pierce and the Clermont Fire Department Cadets.

PRESENTATIONS

Life Safety Achievement Award

Fire Chief Bishop presented the 2016 Life Safety Achievement Award from the International Association of State Fire Marshals Fire Research and Education Foundation in partnership with Brunel Mutual. The Clermont Fire Department was one of 160 Fire Departments to receive the award in the United States for having no fire related deaths. Fire Chief Bishop congratulated Fire Prevention Captain Harrison and Senior Fire Inspector Pierce for their public education efforts.

PUBLIC COMMENTS

Jim Purvis; 4206 Hammersmith Drive, thanked the City and staff for their clean-up efforts after Hurricane Irma.

Terry Rice; 734 South Grand Highway, stated she was a small business owner and recently received her Business Tax Receipt renewal notice mailed on September 19, 2017 and received on September 26, 2017 with a due date of September 30, 2017. Ms. Rice requested waiver of the 10 percent penalty and a due date extension.

Council Member Travis spoke in agreement of the mailing date and receipt date of the Business Tax Receipts.

City Manager Gray stated there would not be a late fee penalty and allow a 30-day extension to pay the Business Tax Receipts.

REPORTS

City Manager Gray commented there is still a lot of debris from Hurricane Irma remaining to be picked up. Lake County has two contracted trucks removing debris in the City and five of the City's trucks are assisting in the debris removal process. The debris is being stored at Lake Hiawatha Preserve.

City Attorney Mantzaris – No report.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2017

Council Member Bates – No report.

Council Member Goodgame reported there would be a Metropolitan Planning Organization meeting in Lady Lake on September 27, 2017.

Council Member Mullins – No report.

Council Member Travis – No report.

Mayor Ash reported she attended the Lake Apopka Natural Gas Board meeting.

CONSENT AGENDA

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

Item No. 1 – Special Event, Road Closure and Open Container Allowance	Consider allowing the Clermont Parks and Recreation Department to host their annual “Light Up Clermont” event in downtown Clermont with street closures and open container allowance.
--	---

Item No. 2 – Special Event, Road Closure and addition to Season Sponsorship	Consider approval of additional race to the Sommer Sports 2017 season along with road closures.
--	---

Item No. 3 – Bid Award	Consider bid award to Marion Rock, Inc. to construct a twelve-inch water main in the budgeted amount of \$271,150.90.
-------------------------------	---

Item No. 4 – Resolution No. 2017-42	Recommend release of a City-owned well site through a quit claim deed in exchange for a utility easement on a half-acre parcel adjacent to Citrus Towner Boulevard in Lost Lake Reserve.
--	--

Council Member Mullins pulled Item 1.

Council Member Goodgame pulled Item 3.

Council Member Bates moved for approval of Consent Agenda Items 2 and 4; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Council Member Mullins asked of the beer and wine tent location for Light Up Clermont. Program Manager Dudeck stated the beer and wine tent location had not been determined. The location will be based on the participants and space availability. Brick and mortar facilities will have the ability to have a tent located in front of their business.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2017

Council Member Mullins commented there are six alcoholic beverage licensed businesses downtown, including his business. Mr. Mullins stated he has a conflict of interest and will not be voting on the Light Up Clermont event request. City Attorney Mantzaris was in agreement with Council Member Mullins.

Council Member Goodgame moved for approval of Consent Agenda Item 1; seconded by Council Member Travis. The motion passed 4 to 0 with Council Member Mullins abstaining.

Council Member Goodgame moved for approval of Consent Agenda Item 3; seconded by Council Member Bates. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 5 – Boat Ramp Relocation Project Update

City Manager Gray stated the item was a continuation of the boat ramp discussion and the discussion has been moved to the October 10, 2017 meeting.

Item No. 6 – Ordinance No. 2017-27 – *Final, Repeal/Replace Chapter 102-Signs*
Table to November 14, 2017.

Deputy City Clerk Noak read Ordinance 2017-27 aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 102 Signs, providing for codification, severability, effective date, and publication.

Council Member Goodgame moved to table Ordinance 2017-27 to November 14, 2017; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 7 – Ordinance No. 2017-32 – *Final, Medical Marijuana*

Deputy City Clerk Noak 2017-32 aloud by title only.

An Ordinance of the City of Clermont, Lake County, Florida, related to medical marijuana dispensaries and cannabis farms, repealing in its entirety Ordinance 2016-48 and amending Chapter 18 “Businesses,” creating Article III “Medical Marijuana Dispensaries and Cannabis Farms”, providing for purpose and definitions, declaring medical marijuana dispensaries and cannabis farms unlawful and prohibiting, providing for use of medical marijuana, providing for effect of annexation, and providing for enforcement and penalties for violation; providing for conflict, severability, codification, and an effective date.

City Attorney Mantzaris stated the City adopted Ordinance 2016-48 regarding restrictions for medical marijuana dispensaries and cannabis farms. Subsequent legislative action preempted the City’s ordinance; however, the legislative action allows municipalities to prohibit and ban medical marijuana dispensaries and cannabis farms. The ban does not prohibit the use of medical marijuana in the City.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2017

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

Council Member Goodgame moved for approval of Ordinance 2017-32; seconded by Council Member Bates. The motion passed 5 to 0 on a roll call vote.

The following three items were heard collectively and voted on separately.

Item No. 8 – Ordinance No. 2017-33 – *Final, Anderson Hill Annexation*

Deputy City Clerk Noak read Ordinance 2017-33 aloud by title only.

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

Item No. 9 – Ordinance No. 2017-34 – *Final, Anderson Hill Small Scale Comprehensive Plan Amendment*

Deputy City Clerk Noak read Ordinance No. 2017-34 aloud by title only.

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

Item No. 10 – Ordinance No. 2017-35 – *Final, Anderson Hill Rezoning*

Deputy City Clerk Noak read Ordinance No. 2017-35 aloud by title only.

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

Senior Planner Kruse presented the request to annex 9.5 acres of property located west of U.S. Highway 27 and north of Anderson Hill Road. The property is in the City's sewer service area and water will be provided by the private utility provider, Utilities, Inc. The property is located within the City's Interlocal Service Boundary Agreement and the Joint Planning Area. Staff supported the annexation request.

Senior Planner Kruse presented the Small Scale Comprehensive Plan Amendment request to change the future land use from Lake County's Urban Low Density to the City's Commercial designation. Staff recommended approval of the future land use change request.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2017

Senior Planner Kruse presented the request to rezone the property to Planned Unit Development zoning with C-2 General Commercial uses. The owner would like to develop a multi-tenant commercial shopping center with uses consisting of retail businesses, personal service establishments, a fitness center, restaurants, offices, and bank/ATM facilities. The development will have up to 58,000 square feet of C-2 General Commercial use, including 1,400 square feet of outdoor patio use. The proposed fitness center will occupy more than 20,000 square feet. The overall Floor Area Ratio of the development is 14 percent. The requested waivers were presented. Staff supported the rezoning request.

Attorney Cecilia Bonifay stated the proposal was reformulated and the Lake County Board of County Commissioners approved the rezoning of another nearby land parcel. The Lake County Board of County Commissioners acknowledged the road needed to be improved and removed four of the prior mitigation requirements. The owner will work with Lake County on improving the road and an emergency entrance to the property.

Quinn Roberts provided an overview of the project. The property is currently approved for 68,000 square feet of building space. The owner is requesting less square feet of building space and has reduced the Floor Plan Ratio to 14 percent. The property access from Anderson Hill Road has been reduced to one access. The traffic study indicated the volume to road capacity is 17 percent utilized and the Metropolitan Planning Organization accepted the traffic study. Planet Fitness has agreed to build a facility on the site.

Council Member Mullins inquired of the building elevation for Planet Fitness. Mr. Roberts stated the building elevation would be similar to the proposed elevations presented.

Peter Penza; Avid Group Planning Director, the land use request will allow for residential and commercial uses, which are not different from the current Lake County uses. The three parcels have had several Lake County approvals over the years and all three currently have Lake County Planned Commercial District and Community Facility District designations. Lake County required a cross access which was recorded with Lake County and the access to Anderson Hill Road was approved by Lake County. The church/office uses were approved by Lake County and first phase was built and later removed; however, parking and the road access still remain.

Council Member Goodgame asked of how the retention pond would be moved. Mr. Penza stated the developer would use grading and retaining walls and will meet the City's requirements for cut and fill.

The development will provide sidewalks throughout the project and on Anderson Hill Road and U.S. Highway 27. The developer met with the neighbors and expressed concern about the need for more buffering; however, one abutting property owner did not want landscaping due to their swimming pool. The project will provide as much buffering as possible.

Mr. Penza spoke of the billboard removal condition and indicated the billboard company has an 'in perpetuity' lease agreement and the current property owner does not have the ability to modify the lease agreement. Mr. Penza suggested wording stating the owner would not enter into any additional lease agreements with the billboard owner.

Council Member Travis inquired of contracts without ending dates. City Attorney Mantzaris stated it was a legal issue and staff does not believe the lease agreement impacts the staff recommendation of removal of the billboard.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2017

Vasu Persaud; Traffic Planning and Design, Inc., reported there was a reduction in building square footage which will generate less traffic during school hours. The project consists of retail businesses and one-third of the square footage is a gym, which generates less traffic. The Lake County code considers Anderson Hill Road a collector road and the project needs to have access from Anderson Hill Road. The access will be reviewed by the Metropolitan Planning Organization and the Lake County Board of County Commissioners. A neighborhood meeting was held and the feedback was unsupportive of improving Anderson Hill Road because the traffic count would increase. The neighbors were not in agreement on the solutions of reducing speed, the use of speed tables, and the use of stop signs to slow down the traffic. They expressed concerns for children safety and the possible solution of adding sidewalks. Temporary speed tables were suggested.

Mayor Ash recessed the meeting at 8:06pm. Mayor Ash reconvened the meeting at 8:19pm.

Mayor Ash opened the public hearing.

Fred Schneider; Lake County Engineer Lake County Public Works. County Commissioner Chairman Sullivan signed a letter from the Lake County Board of County Commissioners which was read into the record by Mr. Schneider. Mr. Schneider thanked the City for cooperating with Lake County and expressed concerns of increased traffic, safety, project access, and the conditions requested.

Richard Keene; 12152 Lake Valley Drive, spoke in opposition of an access from Anderson Hill Road and suggested any future access be an entrance only access.

Terry Right; 734 South Grand Highway, expressed concern of noise and recommended sound proofing the project. Ms. Right commented the fitness place will generate a lot of traffic.

Doris Bloodsworth; 13119 Anderson Hill Road, expressed concerns of traffic increases, children safety, and the condition of Anderson Hill Road. Ms. Bloodsworth was opposed to having access from Anderson Hill Road.

Gary Becker; 12559 Nicolette Court, expressed concern of the view becoming impaired by the project buildings and the safety of children loading and unloading from the school buses.

Bob Beaver; 12647 Valencia Drive, expressed concern of traffic increases on Anderson Hill Road.

Teresa Couch; 125 Lakeshore Drive, questioned the accuracy of the traffic study and suggested another traffic study be conducted. Ms. Couch expressed concern of residents attempting to back out of their driveways and mentioned the lack of right-of-way on one side of Anderson Hill Road.

Tim Srodes; 12239 Warren Road, spoke of concerns due to lack of compatibility, safety issues, and the impact of traffic increases.

Daniel Jones; 13117 Maria Avenue, expressed concerns of traffic exiting onto U.S. Highway 27.

John Farrell; 13215 Maria Avenue, requested the installation of more landscape buffering.

Rose Farrell; 13125 Maria Avenue, expressed concerns of construction times, children safety, increased traffic, trucks entering the proposed project, noise, crime, and project compatibility.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2017

Carol Colvin; 12815 Kathryn Circle, expressed concerns of stormwater runoff, cut and fill, and damages from heavy machinery use.

Jennifer Horwitz; 12522 Valencia Drive, commented on reviewing the Planned Unit Development ordinance and commented the uses should be limited to C-1 uses. Ms. Horwitz suggested increasing the setbacks, limiting the hours of Planet Fitness, limited the hours for dumpster service, and removal of access from Anderson Hill Road.

Stephanie Modica; 13229 Olesen Court, spoke in opposition of an access from Anderson Hill Road and excess noise. Ms. Modica suggested controlling and stipulating the hours of operation of the businesses.

Linda Morello; 12442 Lake Valley Drive, expressed concerns of the level of service on Anderson Hill Road. Ms. Morello suggested the road improvements occur prior to development of the project.

Jim Purvis, 4206 Hammersmith, spoke in agreement with the neighboring property owners. The access to the project would be better from U.S. Highway 27.

Lake County Commissioner Parks stated the discussion at the Lake County Board of County Commissioners meeting was not to deny the developer the right to develop. Lake County is flexible with the mitigation of the traffic and will work with the City on the proposed project. The site plans with Lake County are no longer valid and the proposed project needs to be more concrete.

Tom English; 12307 Warren Road, expressed concerns of the project adding traffic to Lakeshore Drive and Brogden Drive, children safety when loading and unloading from school buses, and the narrow right-of-way for a sidewalk.

Attorney Bonifay addressed the billboard issue. The prior owner recorded a perpetual agreement for the billboard and the current owner will need to possibly take legal action to resolve the billboard agreement. She requested the condition change to three years or at the time a building permit is issued; whichever is the later of the two.

Council Member Travis mentioned the billboard was not noticeable.

Council Member Goodgame inquired of when the developer was aware of the perpetual agreement for the billboard. Attorney Bonifay stated the developer had been aware of the billboard agreement and was attempting to mitigate the billboard.

Attorney Bonifay requested Council support the staff recommendations and the suggested changes to the billboard mitigation. The access to the property from Anderson Hill Road is of public concern. The Lake County Board of County Commissioners letter indicates access from Anderson Hill Road should be emergency access only, until the issues have been worked out between Lake County, the developer, and the City of Clermont. The developer will comply with the Lake County letter. Ms. Bonifay addressed the concerns expressed of the landscape buffering, earth moving equipment, and excess cut and fill, stating the project meets the City code requirements and variances are not required. The hours of operation would be difficult to address as the businesses are not known at this time.

Council Member Bates stated he met with the applicants several months ago and the current plan is different than the original plan. He recently observed no difficulties getting in and out of Anderson Hill Road.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2017

Council Member Travis expressed disappointment of Lake County for the condition of the road, the lack of sidewalks, and the blind curve. She spoke in agreement of the use of access on Anderson Hill Road as an emergency access only.

Council Member Mullins asked if Planet Fitness could be seen from the road and could increasing the setback block the view of the building. Mr. Roberts indicated the Planet Fitness building could be seen from Anderson Hill Road and increasing the setback would not change the visibility of the building.

Council Member Mullins inquired if a Planned Unit Development was allowed in a C-1 designation. Senior Planner Kruse indicated a Planned Unit Development was allowed in any zoning district.

Council Member Mullins asked to have conditions set for music playing on outside speakers. Senior Planner Kruse stated a condition could be included.

Council Member Mullins requested a condition include emergency access only from Anderson Hill Road.

Council Member Travis stated the emergency access only condition should include a clause stating until worked out with Lake County.

Mayor Ash inquired if the project required more than one access. Senior Planner Kruse indicated the City does not regulate the access points, the access points would have to be worked out with Lake County.

City Attorney Mantzaris stated with a development this size, it would be consistent with the City code to have one access point and one emergency access point.

Council Member Mullins asked if there was an existing left turn access to Planet Fitness when northbound. Senior Planner Kruse stated a U-turn must be made to access Planet Fitness.

Council Member Mullins inquired if there was a proposal to put in a left turn lane on U.S. Highway 27. Senior Planner Kruse commented a left turn lane is part of the plan; however, the left turn lane will be determined by the Florida Department of Transportation.

Council Member Mullins inquired if the owner can cut back the hillside on Anderson Hill Road. Senior Planner Kruse indicated it was unknown if there was a right-of-way issue.

Mayor Ash asked Council Member Mullins if he was requesting one access on U.S. Highway 27 and only one emergency access off of Anderson Hill Road. Council Member Mullins agreed and added the Anderson Hill access would be made available for access when Lake County made improvements to the road.

Council Member Mullins suggested no deliveries between 9pm and 7am.

Council Member Mullins would like to include a commitment on the billboard removal time frame and was in favor of a deadline of December 2020.

Council Member Bates preferred a billboard removal date of December 2019 with an additional negotiated year. Council Member Mullins was in agreement.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2017

Council Member Mullins moved to adopt Ordinance 2017-33; seconded by Council Member Travis. The motion passed 5 to 0 on a roll call vote.

Council Member Mullins moved for adoption of Ordinance 2017-34; seconded by Council Member Bates. The motion passed 5 to 0 on a roll call vote.

Senior Planner Kruse provided the amendments to the Planned Unit Development. The entrance on Anderson Hill Road will be an emergency only entrance until Lake County has made road improvements to Anderson Hill Road. The billboard will be removed by December 31, 2019. The deliveries are restricted to the hours of 7am and 9pm and there will be no outdoor speakers.

Council Member Mullins moved for approval of Ordinance 2017-35 with the conditions as stated by staff; seconded by Council Member Bates. The motion passed 5 to 0 on a roll call vote.

Mayor Ash recessed the meeting at 10:08pm. Mayor Ash reconvened the meeting at 10:15pm.

NEW BUSINESS

Item No. 11 – Resolution No. 2017-39 – *Clermont Hillside Terrace*

Deputy City Clerk Noak read Resolution 2017-39 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting an amendment to a Conditional Use Permit (Resolution 2014-19) to remove a condition requiring tree mitigation.

Planning Manager Henschel presented the request for a Conditional Use Permit amending Resolution 2014-19. The site was originally developed in 2003 with an approved tree mitigation plan. The developer made payment for 200 of the 469 trees at the time of development and the outstanding amount was not paid. The current owner is requesting removal of the condition from the original Conditional Use Permit. Staff recommended approval of the request.

Darand Williams; representing property management company Exchange Place, stated the investment group acquired the property in October 2015. The project still has another 3,000 square feet of space which has not been completed, in addition to a requested increase to add 6,500 square feet for a Seal Swim aquatic center. Mr. Williams asked for support of the request to remove the tree mitigation amount due.

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

Council Member Mullins inquired of the unpaid amount. Planning Manager Henschel indicated approximately \$50,000 has not been paid.

Council Member Travis asked of the Seal Swim project and the size of the swimming pool. Mr. Williams stated the inside swimming pool would be 2,500 square feet. The intent is to provide training and swimming lessons for young children.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2017

Council Member Goodgame inquired of the amount paid into the tree fund. Planning Manager Henschel indicated the amount paid was approximately \$45,000.00.

Council Member Bates expressed concern of the swimming pool should the tenant leave. Mr. Williams indicated it will be an interior swimming pool.

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

The following two items were heard collectively and voted on separately.

Item No. 12 – Variance Requests – Barn Brewery

Item No. 13 – Resolution No. 2017-49 – Barn Brewery Conditional Use Permit

Deputy City Clerk Noak read Resolution 2017-49 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for an 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.

Planning Manager Henschel presented the request to allow a building to occupy more than 3,000 square feet of total floor area at 750 West Desoto Street. The original approval was to allow for a total of 3,500 square feet of floor space. The applicant made revisions to the plan calling for the demolition of the existing building and construction of a 7,200 square foot building. The applicant proposes to use the building as a restaurant and brewery. Staff recommended approval of the Conditional Use Permit.

Planning Manager Henschel presented the variances to allow a deficit of 14 parking stalls and remove the landscape buffer requirement. Staff recommended approval of the variance requests.

Darren Johnson; Applicant, was present to answer any questions.

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

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

Council Member Mullins moved for approval of Resolution 2017-49; seconded by Council Member Bates. The motion passed with all members present voting aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2017

ADJOURN: With no further comments, this meeting was adjourned at 10:33pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 10, 2017

Clermont City Council met in a regular meeting on Tuesday, October 10, 2017 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Travis and Goodgame. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PRESENTATIONS

Citizen Recognition

Police Chief Broadway recognized an outstanding citizen, Mr. Tim McCormick, Real Life Christian Church, for his contributions to the community. Clermont Police Officer Rogers shared information on a program called Real Officers Providing Real Help, where partners in the community; such as Mr. McCormick and Real Life Christian Church, provide assistance to the needy when a Police Officer provides information on the need. Police Chief Broadway presented Mr. McCormick with the Clermont Police Department Civilian Community Service Award for 2017.

PUBLIC COMMENTS

Dorothy Schneider, Kings Ridge Home Owners Association President, mentioned a funded and approved traffic signal at the intersection of Kings Ridge Boulevard and Hancock Road. The traffic signal has not been installed and the money was transferred to another project. Lennar Homes committed in a Development of Regional Impact agreement amendment to provide \$25,000 for a traffic signal. The amount needs to be updated to today's traffic signal cost. Lake County has indicated a willingness to help; however, Lake County needs the City of Clermont's assistance.

REPORTS

City Manager Gray announced changes to the meeting agenda. The applicant for Item 4; Sherwin Williams Variance Request, has requested the variance request be tabled to October 24, 2017.

Council Member Bates moved to table Item 4; seconded by Council Member Mullins.
The motion passed with all members present voting aye.

City Manager Gray reported Item 6; Ordinance No. 2017-27, Sign Code Amendment, has been withdrawn.

The City Council will hold a workshop on October 17, 2017 at 6:30pm.

The City has been receiving calls of coyote sightings from the Kings Ridge and Summit Greens subdivisions. The calls are referred to the Florida Fish and Wildlife Commission. Lake County Animal Control does not handle wild animals. The City received a request to trap the coyotes. City Manager Gray asked for the City Council's feedback.

Mayor Ash commented the City of Clermont should not be involved with coyote removal.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 10, 2017

Council Member Goodgame mentioned receiving emails of coyotes on the south side of Kings Ridge. City Manager Gray indicated they should be referred to the Florida Fish and Wildlife Commission.

Council Member Bates commented on seeing a few coyotes in recent months.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Goodgame – No report.

Council Member Mullins reported the Sales Tax Oversight Committee met to review the proposed budgets of the Lake County cities, Lake County, and the Lake County School Board. He met with Tourism Development Council and there are no current capital projects. The overnight bed tax is estimated to reach \$3 million.

Council Member Travis – No report.

Mayor Ash attended the swearing in of two new police officers on October 2, 2017. She thanked Police Chief Broadway and staff for maintaining high standards for the Police Department. Mayor Ash met with the Clermont Women's Club, attended National Night Out, and welcomed attendees to the Senior Exposition at the Arts and Recreation Center.

CONSENT AGENDA

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

- | | |
|--|--|
| Item No. 1 – Meeting Minutes | Consider approval of the September 7, 2017 and September 21, 2017 Special Meeting minutes. |
| Item No. 2 – Resolution No. 2017-57 | Consider sale of City owned former downtown Police Station. |
| Item No. 3 – Employee Benefit Changes | Consider employee group medical and dental plan changes effective January 1, 2017. |

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

UNFINISHED BUSINESS

Item No. 4 – Variance Requests – Sherwin Williams

Tabled to October 24, 2017.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 10, 2017

Item No. 5 – Boat Ramp Relocation Project Update

City Manager Gray introduced Consultant Richard Levy.

Mr. Levy stated at a previous meeting the City was considering four potential boat ramp sites. The City Council heard testimony regarding concerns of the Lake Minneola site. The City Council did not have a consensus on a location and requested staff look at the Bell Ceramics site, and to meet with Lake County and the Lake County Water Authority to discuss a potential relocate site on Lake Minnehaha. Staff reviewed the Bell Ceramics site and concerns regarding traffic and the location is not ideal for a boat ramp. Staff was asked to explore a potential site at Cypress Cove and it was determined that Cypress Cove would not be a feasible boat ramp location. On September 21, 2017 the City confirmed the Lake Minneola site has been eliminated and agreed to continue exploring additional alternative locations. The existing boat ramp will close on December 17, 2017 with the continued construction of Victory Pointe.

The Victory Pointe project was on the September 27, 2017 Lake County Water Authority Board agenda. The Lake County Water Authority Board expressed an interest in a new location for the boat ramp and Lake County Water Authority Executive Director Perry suggested the Lake County Water Authority take the lead on finding a new location on the chain of lakes.

The City will continue working with Lake County, Lake County Water Authority and other cities to determine possible alternate locations. Staff will update the City Council when an alternative location is proposed.

Mayor Ash noted the Council will not be voting on the boat ramp, the agenda item was for discussion only.

Mayor Ash opened the public hearing.

Larry Maring lives on the east side of Lake Minneola and mentioned considering a boat ramp at Lake Susan Lodge.

Toni Bell; 1139 West Lakeshore Drive, stated Bell Ceramics was sold to the City in 2005 and suggested the site for a boat ramp.

James Park; 10325 Thompson Place, stated he lives on the northwest shore of Lake Minnehaha and was encouraged by the presentation. Mr. Park spoke in opposition of a boat ramp on Lake Minnehaha.

Michael Williams indicated he has a home on Lake Minneola and Lake Minnehaha and preferred keeping the boat ramp on Lake Minneola in order for the Master Plan to succeed and for people to visit the local downtown businesses.

Verneka Strom; Lilly's on the Lake owner, commented she was approached for her opinion about relocating the boat ramp and her employees believe it will adversely affect the business. Ms. Strom inquired of when the boat ramp would be voted on. Ms. Strom stated she was approached by two people representing the City on building a walkway across her property. Ms. Strom informed the representatives she was opposed to the walkway and was approached a second time. Ms. Strom spoke of her discomfort of being approached again.

Mayor Ash stated a date for a vote on the boat ramp had not been determined.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 10, 2017

Mark Plussa; 10845 Bronson Road, spoke of the City closing the boat ramp with no alternative location. The boat ramp on Hull Road is very limited with only 15 parking spaces. Mr. Plussa was opposed to a boat ramp at Cypress Cove.

Rick Deardoff; 10313 Thompson Place, was opposed to a boat ramp off of County Road 561 for safety reasons. The road is not built for heavy traffic and there have been sinkhole develop on the road.

Mike Perry; Lake County Water Authority Executive Director, stated at a meeting with Mr. Gray various alternative locations were discussed. The Lake County Water Authority likes the Bell Ceramics site; however, parallel parking would not be an option. Lake County is very busy and the Lake County Water Authority feels they should take the lead on finding a boat ramp location and this will be a collective effort with the City.

Mr. Mark Lacke; 969 West Lakeshore Drive, expressed concern of closing down the boat ramp without considering the economic impact. Mr. Lacke requested Council reconsider closing of the boat ramp on December 17, 2017.

Steve Allen; Winter Garden resident, stated the City moved forward too quickly with Victory Pointe before having an alternative boat ramp in place.

Mayor Ash closed the public hearing.

Item No. 6 – Ordinance No. 2017-27 – Introduction, Sign Code Amendment

Withdrawn.

NEW BUSINESS

Item No. 7 – Variance Request – Heritage Square Boat and RV Storage

Senior Planner Kruse presented the variance request to allow the installation of a 4-foot fence with one foot of barbed wire on top of an existing retaining wall to secure the facility on property located at 365 Citrus Tower Boulevard. Staff recommended denial of the variance request.

Joe Zagame; 230 Mohawk Road, commented the property was adjacent to a large apartment complex and the wall construction allows for people to jump over the wall and vandalize client property.

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

Council Member Mullins asked if the chain link fence would cover only portions of the wall. Mr. Zagame commented the entire wall would be fenced and have barbed wire.

Council Member Bates asked how long he has owned the property and when the problem came into existence. Mr. Zagame stated he has owned the property since 1997; however, the problem has escalated significantly in the last two years and he expressed concern the problems will continue to increase.

Council Member Travis spoke in agreement of issues with some apartment complexes.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 10, 2017

Council Member Goodgame expressed concern of the lack of a quality security system.

City Attorney Mantzaris noted the applicant was not requesting the Council rectify his problem. The focus of Council should be on the variance.

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

Item No. 8 – Ordinance No. 2017-37 – *Introduction, Public Works Facility Annexation*

City Clerk Ackroyd Howe read Ordinance No. 2017-37 aloud by title only.

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

Council Member Goodgame moved for introduction of Ordinance 2017-37; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 9 – Ordinance No. 2017-38 – *Transmittal, Public Works Facility*

City Clerk Ackroyd Howe read Ordinance 2017-38 aloud by title only.

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

Senior Planner Kruse presented the transmittal for a Large Scale Comprehensive Plan Amendment for approximately 36 acres of land to be used as a City of Clermont Public Works facility. The final hearing of the ordinance will go before the City Council at a future date.

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 10, 2017

ADJOURN: With no further comments, this meeting was adjourned at 7: 49 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

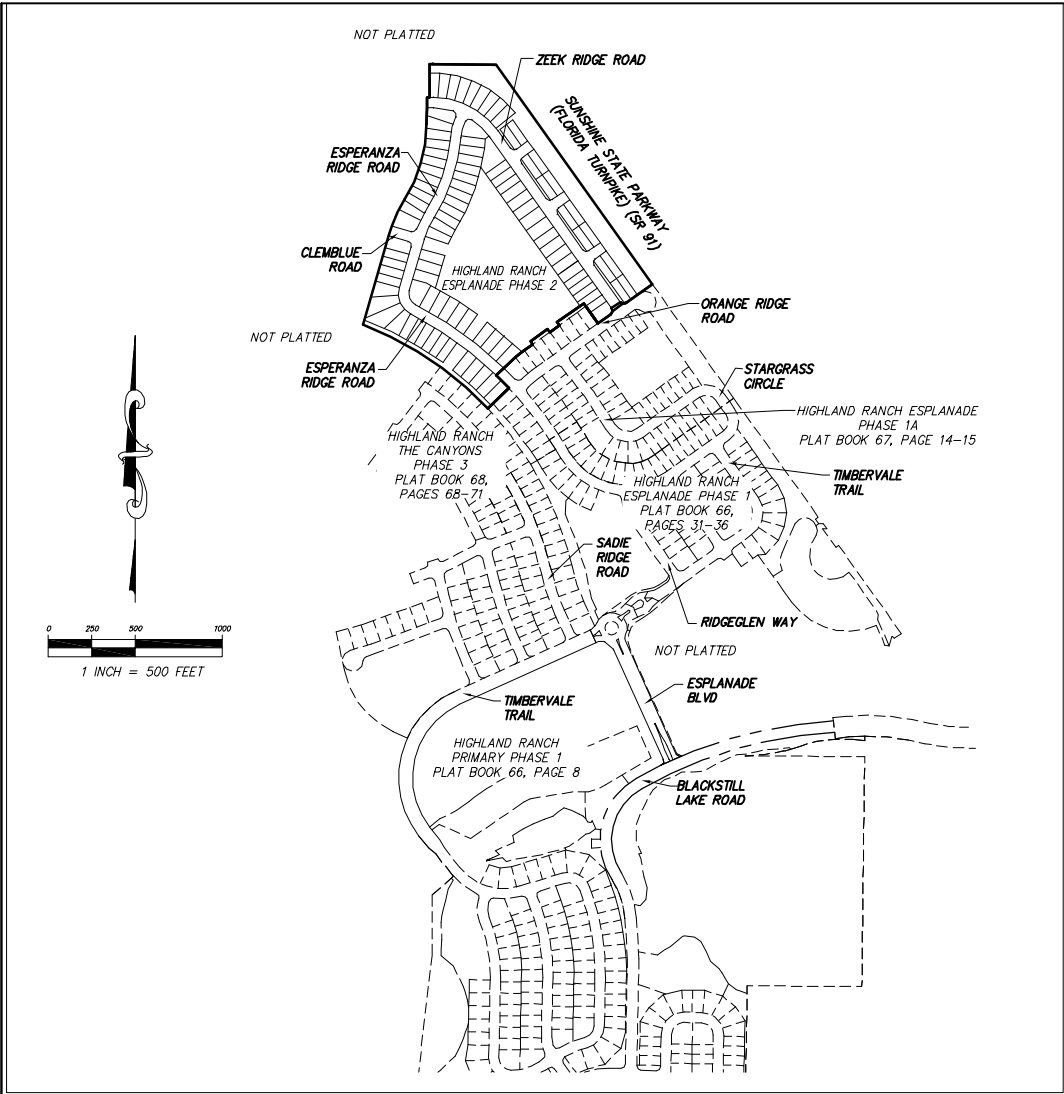


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 14, 2017		
Agenda Item Name		
Plat approval		
Requested Action		
Recommend approval of the Highland Ranch Esplanade Phase 2 plat.		
Staff Report		
The plat has been reviewed and approved by the City Engineer and contracting engineer.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Plat Highland Ranch Esplanade Phase 2	Highlands Ranch Esplanade Phase 2_surplat 11x17.pdf



LEGAL DESCRIPTION:

THAT CERTAIN PARCEL OF LAND SITUATED IN SECTIONS 9 AND 10, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE RUN N00°17'18"E, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1327.94 FEET TO A POINT ON THE NORTHERLY LINE OF HIGHLAND RANCH ESPLANADE PHASE 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGES 14-15, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID NORTHERLY LINE; S54°32'29"W, A DISTANCE OF 95.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 43°56'44", A CHORD BEARING OF S76°30'51"W AND A CHORD DISTANCE OF 18.71 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.17 FEET TO THE END OF SAID CURVE; THENCE S54°32'29"W, A DISTANCE OF 75.30 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 43°56'44", A CHORD BEARING OF S32°34'07"W AND A CHORD DISTANCE OF 18.71 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.17 FEET TO THE POINT OF TANGENCY; THENCE S54°32'29"W, A DISTANCE OF 90.00 FEET TO A POINT ON THE EASTERLY LINE OF LOT 5, HIGHLAND RANCH ESPLANADE PHASE 1A REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 32-33 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY LINE, N35°27'31"W, ALONG SAID EASTERLY LINE, A DISTANCE OF 140.00 FEET TO THE NORTHERLY LINE OF SAID HIGHLAND RANCH ESPLANADE PHASE 1A REPLAT; THENCE DEPARTING SAID EASTERLY LINE, S54°32'29"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 187.50 FEET TO THE WESTERLY LINE OF LOT 3, SAID HIGHLAND RANCH ESPLANADE PHASE 1A REPLAT; THENCE DEPARTING SAID NORTHERLY LINE, S35°27'31"E, ALONG SAID WESTERLY LINE, A DISTANCE OF 21.00 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 11, OF AFOREMENTIONED HIGHLAND RANCH ESPLANADE PHASE 1A; THENCE DEPARTING SAID WESTERLY LINE, S54°32'29"W, ALONG SAID NORTHERLY LINE OF LOT 11, A DISTANCE OF 67.50 FEET TO A POINT ON THE EASTERLY LINE OF LOT 2, AFORESAID HIGHLAND RANCH ESPLANADE PHASE 1A REPLAT; THENCE DEPARTING SAID NORTHERLY LINE, N35°27'31"W, ALONG SAID EASTERLY LINE OF LOT 2, A DISTANCE OF 21.00 FEET TO A POINT ON THE NORTHERLY LINE OF AFORESAID HIGHLAND RANCH ESPLANADE PHASE 1A REPLAT; THENCE DEPARTING SAID EASTERLY LINE OF LOT 2, S54°32'29"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 120.00 FEET TO A POINT ON THE WESTERLY LINE OF LOT 1, SAID HIGHLAND RANCH ESPLANADE PHASE 1A REPLAT; THENCE DEPARTING SAID NORTHERLY LINE, S35°27'31"E, ALONG SAID WESTERLY LINE, A DISTANCE OF 21.00 FEET TO A POINT ON AFOREMENTIONED NORTHERLY LINE OF HIGHLAND RANCH ESPLANADE PHASE 1A; THENCE DEPARTING SAID WESTERLY LINE, RUN THE FOLLOWING SIX (6) COURSES ALONG SAID NORTHERLY LINE, S54°32'29"W, A DISTANCE OF 60.00 FEET; THENCE, S51°03'46"W, A DISTANCE OF 65.93 FEET; THENCE S48°00'22"W, A DISTANCE OF 90.12 FEET; THENCE S43°52'43"W, A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2120.00 FEET, A CENTRAL ANGLE OF 02°47'14", A CHORD BEARING OF S44°43'40"E AND A CHORD DISTANCE OF 103.12 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 103.13 FEET TO THE END OF SAID CURVE; THENCE S46°39'58"W, A DISTANCE OF 168.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF HIGHLAND RANCH THE CANYONS PHASE 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 68-71 OF AFOREMENTIONED PUBLIC RECORDS; SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1952.00 FEET, A CENTRAL ANGLE OF 25°32'09", A CHORD BEARING OF N56°06'07"W AND A CHORD DISTANCE OF 862.79 FEET; THENCE DEPARTING AFORESAID NORTHERLY LINE OF HIGHLAND RANCH ESPLANADE PHASE 1A, RUN NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF HIGHLAND RANCH THE CANYONS PHASE 3 AND THE NORTHWESTERLY PROJECTION THEREOF AND THE ARC OF SAID CURVE A DISTANCE OF 869.98 FEET TO THE END OF SAID CURVE; THENCE N16°13'20"E, A DISTANCE OF 531.16 FEET; THENCE N16°32'45"E, A DISTANCE OF 60.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 14°35'07", A CHORD BEARING OF N25°20'12"E AND A CHORD DISTANCE OF 170.09 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 170.55 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 804.00 FEET AND A CENTRAL ANGLE OF 32°19'32", A CHORD BEARING OF N16°28'00"E AND A CHORD DISTANCE OF 447.61 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 453.61 FEET TO THE POINT OF TANGENCY; THENCE RUN N00°18'14"E, A DISTANCE OF 156.00 FEET; THENCE RUN S89°41'46"E, A DISTANCE OF 15.25 FEET; THENCE RUN N00°18'14"E, A DISTANCE OF 190.00 FEET; THENCE RUN S89°41'46"E, 381.85 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SUNSHINE STATE PARKWAY (AKA FLORIDA TURNPIKE AND STATE ROAD 91), 300.00' RIGHT OF WAY PER FLORIDA STATE TURNPIKE AUTHORITY SUNSHINE STATE PARKWAY PROJECT NO. 2 RIGHT OF WAY MAP (STATION 6389+20.97 TO STATION 6410+00.00 DATED 09/16/1964); THENCE S35°27'31"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1550.24 FEET TO AFOREMENTIONED NORTHERLY LINE OF HIGHLAND RANCH ESPLANADE PHASE 1A; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, S54°32'29"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 90.40 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,739,248 SQUARE FEET OR 39.928 ACRES MORE OR LESS.



Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.8826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

HIGHLAND RANCH ESPLANADE PHASE 2

LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT NOTES:

- HIGHLAND RANCH ESPLANADE PHASE 2 IS A COMMUNITY INTENDED FOR OCCUPANCY BY PERSONS AGE 55 AND OLDER.
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS BEING NORTH 00°17'18" EAST.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- LOT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES AND THE CITY OF CLERMONT LAND DEVELOPMENT REGULATIONS.
- ALL LOT LINES ALONG CURVES ARE RADIAL UNLESS NOTED OTHERWISE. NON-RADIAL LINES ARE NOTED BY (NR).
- STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATED TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT.
- A UTILITY, DRAINAGE, ACCESS AND SIDEWALK EASEMENT IS DEDICATED OVER ALL HOMEOWNERS ASSOCIATION TRACTS.
- TRACT RR SHALL BE OWNED AND MAINTAINED BY THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF OPEN SPACE/BUFFER.
- TRACTS UU, VV AND WW SHALL BE OWNED AND MAINTAINED BY THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF OPEN SPACE.
- TRACT OO SHALL BE OWNED AND MAINTAINED BY THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF OPEN SPACE.
- TRACT QQ SHALL BE OWNED AND MAINTAINED BY THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF A RETENTION POND.
- TRACT PP CONSISTS OF ALL THE INTERNAL PRIVATE ROADWAYS SHOWN HEREON AND SHALL BE OWNED AND MAINTAINED BY THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF LANDSCAPE, DRAINAGE, UTILITIES AND ROAD RIGHTS OF WAY. IT IS SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE CITY OF CLERMONT, NOR SHALL ANY REQUEST EVER BE ENTERTAINED BY THE CITY TO MAINTAIN OR IMPROVE TRACT PP.
- THE 5.00' WALL EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. THE ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF ANY WALLS WITHIN THE WALL EASEMENTS.
- THE LANDS AS SHOWN ON THIS PLAT ARE SUBJECT TO A PERPETUAL UTILITY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE RECORDED IN OFFICIAL RECORDS BOOK 4537, PAGES 2092-2094 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA.

LEGEND AND ABBREVIATIONS:

ID IDENTIFICATION	NO. NUMBER
ORB OFFICIAL RECORD BOOK	PI POINT OF INTERSECTION
CCR CERTIFIED CORNER RECORD	L LENGTH
D.E. DRAINAGE EASEMENT	R RADIUS
Δ CENTERLINE	Δ DELTA
□ FOUND 4x4 CONCRETE MONUMENT (AS NOTED)	CB CHORD BEARING
■ SET 4"x4" CONCRETE MONUMENT (PRM LB 8011)	CH CHORD DISTANCE
● SET NAIL & DISK (POP LB 8011)	PNT POINT OF NON-TANGENCY
● FOUND NAIL & DISK LB 8011	PC POINT OF CURVATURE
⊕ CHANGE IN DIRECTION (R/W LINE)	PRC POINT OF REVERSE CURVATURE
DUE DRAINAGE & UTILITY EASEMENT	PT POINT OF TANGENCY
DWE DRAINAGE & WALL EASEMENT	RP RADIUS POINT
FND FOUND	R/W RIGHT OF WAY
(TYP) TYPICAL	(NR) NON RADIAL
	CM CONCRETE MONUMENT
	LB LICENSED BUSINESS
	LS LAND SURVEYOR
	SR STATE ROAD

SHEET INDEX

SHEET 1	COVER SHEET, NOTES, LEGAL DESCRIPTION, VICINITY MAP
SHEET 2	KEY MAP
SHEETS 3-6	PLAT DETAILS

NOTICE

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

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

CERTIFICATE OF CLERK OF THE COURT

I, CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT OF HIGHLAND RANCH ESPLANADE PHASE 2 AND THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF LAWS FLA. CH. 177. THIS PLAT FILED FOR RECORD THIS ____ DAY OF _____, 2017, AND RECORDED PAGE ____ OF PLAT BOOK ____ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA.

CLERK OF THE CIRCUIT COURT, LAKE COUNTY, FLORIDA

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

BOOTH, ERN, STRAUGHAN AND HIOTT, INC.
902 NORTH SINCLAIR AVENUE, TAVARES, FL 32778 (352) 343-8481
LICENSE BUSINESS NO. 7514

FOR THE FIRM:

JENNINGS E. GRIFFIN
PROFESSIONAL LAND SURVEYOR NO. 4486

CERTIFICATE OF SURVEYOR

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES.

DEWBERRY - 131 WEST KALEY STREET
ORLANDO, FLORIDA 32801 LICENSED BUSINESS NO. 8011

THOMAS R. CAMDEN
FLORIDA LICENSED SURVEYOR AND MAPPER NO. LS 7078

PLAT BOOK: PAGE:

HIGHLAND RANCH
ESPLANADE PHASE 2
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT DO HEREBY DEDICATE THE FOLLOWING FOR THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES CONTAINED HEREIN.

1. TO ESPLANADE AT HIGHLAND RANCH HOMEOWNERS ASSOCIATION, INC.: TRACT PP IS SUBJECT TO PERPETUAL RIGHTS OF INGRESS AND EGRESS BY THE LOT OWNERS OF HIGHLAND RANCH ESPLANADE PHASE 2, THEIR TENANTS, INVITEES AND LICENSEES, TOGETHER WITH THOSE PROVIDERS OF SANITATION, POSTAL, FIRE AND LAW ENFORCEMENT AND EMERGENCY AND MEDICAL SERVICES, AND THEIR VEHICLES AND PERSONNEL. A DRAINAGE AND UTILITY EASEMENT IS HEREBY GRANTED OVER THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN OR NOTED HEREON.

2. TO ALL LOT OWNERS OF HIGHLAND RANCH ESPLANADE: A PERPETUAL INGRESS AND EGRESS EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON TRACT PP INCLUDING THE RIGHT OF INGRESS AND EGRESS AND USE OF GATES AND AMENITY STRUCTURES FOR SAID LOT OWNERS' TENANTS, INVITEES AND LICENSEES, TOGETHER WITH THOSE PROVIDERS OF SANITATION, POSTAL, FIRE AND LAW ENFORCEMENT AND EMERGENCY AND MEDICAL SERVICES, AND THEIR VEHICLES AND PERSONNEL. A DRAINAGE AND UTILITY EASEMENT IS HEREBY GRANTED OVER THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN OR NOTED HEREON.

3. TO PROVIDERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION SERVICES: A UTILITY EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON TRACT PP AND A PORTION OF TRACT OO AND THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS TRACT "PP" AND TRACT "OO" FOR THE PURPOSE OF ACCESSING SAID UTILITY EASEMENTS.

4. TO THE CITY OF CLERMONT: A UTILITY EASEMENT IS HEREBY GRANTED OVER ACROSS AND UPON TRACT PP AND THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS TRACT PP AND TRACT OO FOR THE PURPOSE OF ACCESSING SAID UTILITY EASEMENTS. A UTILITY, DRAINAGE, ACCESS AND SIDEWALK EASEMENT IS HEREBY GRANTED OVER ACROSS AND UPON TRACT PP.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED BELOW ITS CORPORATE SEAL TO BE AFFIXED HERETO ON _____, A.D. 2017.

TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION

NAME: NICHOLAS GLUCKMAN

SIGNED: _____ (CORPORATE SEAL)
TITLE: VICE PRESIDENT

SIGNED AND SEALED IN THE PRESENCE OF:

WITNESS SIGNATURE PRINTED NAME

WITNESS SIGNATURE PRINTED NAME

STATE OF FLORIDA, COUNTY OF _____

THIS IS TO CERTIFY, THAT ON _____, 2017, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED NICHOLAS GLUCKMAN, AS VICE PRESIDENT OF TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN BY ME OR PRODUCED _____, AS IDENTIFICATION AND DID/DID NOT TAKE AN OATH THAT HE/SHE IS THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH OFFICER THERETO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS AFFIXED HERETO; AND THAT SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PRINTED NAME

SIGNATURE OF NOTARY MY COMMISSION EXPIRES

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS REVIEWED IN ACCORDANCE WITH SECTION 177.081, FLORIDA STATUTES AND PRESENTED TO THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND APPROVED BY SAID CITY COUNCIL OF CLERMONT FOR RECORD ON THE ____ DAY OF _____, 2017 PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA WITHIN _____

ATTEST: CITY OF CLERMONT

CITY CLERK MAYOR

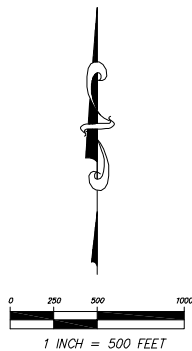
PRINT NAME PRINT NAME

SHEET 1 OF 6

HIGHLAND RANCH ESPLANADE PHASE 2
LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT BOOK: PAGE:

NE CORNER OF THE SE 1/4 OF SECTION 9,
TOWNSHIP 22 SOUTH, RANGE 26 EAST
FND 4"X4" CM (NO ID)
CCR #44240
N: 1546631.1030
E: 429346.1605



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C58	63.61'	2180.00	01°40'19"	63.61'	S53°11'37"W
C68	288.51'	2320.00	07°07'31"	288.33'	N57°35'32"W
C78	265.31'	2320.00	06°33'08"	265.17'	N49°04'53"W
C153	17.46'	470.00	02°07'42"	17.46'	S17°17'11"W
C175	82.24'	330.00	14°16'44"	82.03'	S25°29'24"W
C178	401.56'	1144.00	20°06'42"	399.50'	S22°34'25"W

SHEET 5

NOT PLATTED

SHEET 4

SHEET 3

SHEET 6

SHEET INDEX	
SHEET 1	COVER SHEET, NOTES, LEGAL DESCRIPTION, VICINITY MAP
SHEETS 2-5	PLAT DETAILS

NOTICE

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

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



Dewberry

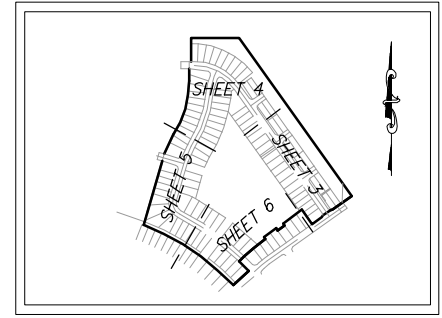
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

HIGHLAND RANCH ESPLANADE PHASE 2
LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

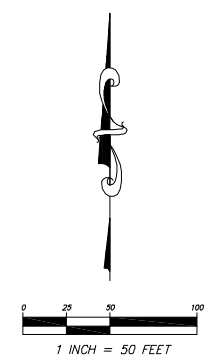
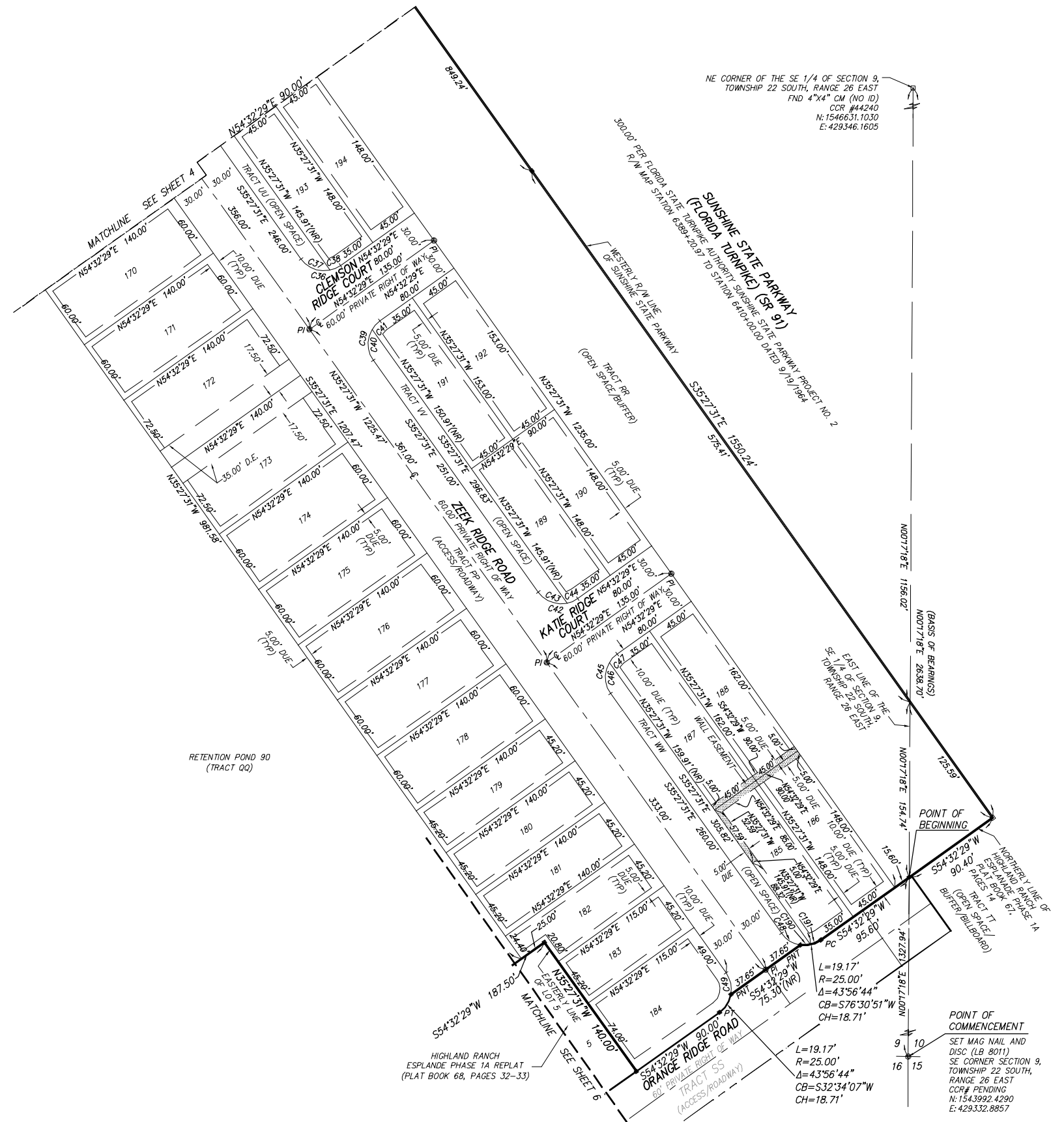
SHEET INDEX	
SHEET 1	COVER SHEET, NOTES, LEGAL DESCRIPTION, VICINITY MAP
SHEET 2	KEY MAP
SHEETS 3-6	PLAT DETAILS

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

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



KEY MAP: NOT TO SCALE



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C36	39.27'	25.00	90°00'00"	35.36'	S80°27'31"E
C37	28.98'	25.00	66°25'19"	27.39'	S68°40'11"E
C38	10.29'	25.00	23°34'41"	10.22'	S66°19'49"W
C39	39.27'	25.00	90°00'00"	35.36'	S09°32'29"W
C40	28.98'	25.00	66°25'19"	27.39'	S02°14'52"E
C41	10.29'	25.00	23°34'41"	10.22'	S42°45'08"W
C42	39.27'	25.00	90°00'00"	35.36'	S80°27'31"E
C43	28.98'	25.00	66°25'19"	27.39'	S68°40'11"E
C44	10.29'	25.00	23°34'41"	10.22'	S66°19'49"W
C45	39.27'	25.00	90°00'00"	35.36'	S09°32'29"W
C46	28.98'	25.00	66°25'19"	27.39'	S02°14'52"E
C47	10.29'	25.00	23°34'41"	10.22'	S42°45'08"W
C48	20.10'	25.00	46°03'16"	19.56'	S58°29'09"E
C49	20.10'	25.00	46°03'16"	19.56'	N12°25'53"W
C190	8.89'	25.00	20°22'02"	8.84'	N88°18'11"E
C191	10.29'	25.00	23°34'41"	10.22'	N66°19'49"E

SHEET 3 OF 6

Dewberry

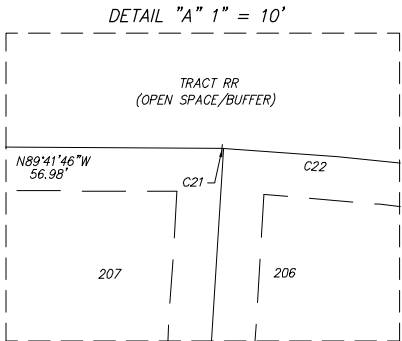
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

HIGHLAND RANCH ESPLANADE PHASE 2
LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT
BOOK: PAGE:

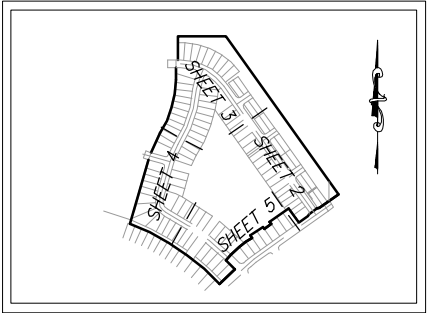
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C4	475.15'	974.00	27°57'02"	470.45'	N18°39'14"E
C5	116.77'	300.00	22°18'06"	116.04'	S15°49'46"W
C6	407.05'	430.00	54°14'15"	392.02'	N62°34'39"W
C7	189.76'	430.00	25°17'07"	188.23'	N77°03'13"W
C8	217.29'	430.00	28°57'08"	214.98'	N49°56'05"W
C9	435.45'	460.00	54°14'15"	419.37'	N62°34'39"W
C10	26.09'	460.00	03°14'55"	26.08'	N88°04'19"W
C11	48.42'	460.00	06°01'50"	48.39'	N83°25'56"W
C12	48.44'	460.00	06°02'01"	48.42'	N77°24'01"W
C13	48.44'	460.00	06°02'01"	48.42'	N71°22'00"W
C14	48.44'	460.00	06°02'01"	48.42'	N65°19'59"W
C15	48.44'	460.00	06°02'01"	48.42'	N59°17'57"W
C16	48.44'	460.00	06°02'02"	48.42'	N53°15'56"W
C17	48.44'	460.00	06°02'02"	48.42'	N47°13'54"W
C18	48.44'	460.00	06°02'02"	48.42'	N41°11'53"W
C19	21.86'	460.00	02°43'20"	21.85'	N36°49'11"W
C20	506.43'	600.00	48°21'37"	491.53'	N62°12'28"W
C21	0.15'	600.00	00°00'52"	0.15'	N86°22'50"W
C22	63.51'	600.00	06°03'55"	63.49'	N83°20'27"W
C23	63.30'	600.00	06°02'40"	63.27'	N77°17'10"W
C24	63.28'	600.00	06°02'35"	63.25'	N71°14'32"W
C25	63.27'	600.00	06°02'30"	63.24'	N65°12'00"W
C26	63.25'	600.00	06°02'25"	63.22'	N59°09'32"W
C27	63.24'	600.00	06°02'19"	63.21'	N53°07'10"W
C28	63.22'	600.00	06°02'13"	63.19'	N47°04'54"W
C29	63.21'	600.00	06°02'08"	63.17'	N41°02'43"W
C30	39.27'	25.00	90°00'00"	35.36'	S80°27'31"E
C31	28.98'	25.00	66°25'19"	27.39'	S68°40'11"E
C32	10.29'	25.00	23°34'41"	10.22'	N66°19'49"E
C33	39.27'	25.00	90°00'00"	35.36'	S09°32'29"W
C34	28.98'	25.00	66°25'19"	27.39'	S02°14'52"E
C35	10.29'	25.00	23°34'41"	10.22'	S42°45'08"W
C123	460.50'	944.00	27°57'02"	455.96'	S18°39'14"W
C125	55.79'	944.00	03°23'11"	55.79'	S27°58'12"W
C126	55.79'	944.00	03°23'11"	55.79'	S24°35'01"W
C127	55.79'	944.00	03°23'11"	55.79'	S21°11'50"W
C128	55.79'	944.00	03°23'11"	55.79'	S17°48'38"W
C129	55.79'	944.00	03°23'11"	55.79'	S14°25'27"W
C130	55.79'	944.00	03°23'11"	55.79'	S11°02'16"W
C131	55.79'	944.00	03°23'11"	55.79'	S07°39'05"W
C132	21.09'	944.00	01°16'46"	21.08'	S05°19'06"W
C133	121.31'	330.00	21°03'45"	120.63'	S15°12'35"W
C134	43.11'	25.00	98°47'52"	37.96'	N23°39'28"W
C135	116.17'	400.00	16°38'22"	115.76'	N81°22'35"W
C136	28.59'	330.00	04°57'53"	28.59'	N07°09'40"E
C137	47.77'	330.00	08°17'37"	47.73'	N13°47'25"E
C138	44.95'	330.00	07°48'15"	44.91'	N21°50'20"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C143	47.52'	804.00	03°23'11"	47.51'	N27°58'12"E
C144	47.52'	804.00	03°23'11"	47.51'	N24°35'01"E
C145	47.52'	804.00	03°23'11"	47.51'	N21°11'50"E
C146	47.52'	804.00	03°23'11"	47.51'	N17°48'38"E
C147	47.52'	804.00	03°23'11"	47.51'	N14°25'27"E
C148	47.52'	804.00	03°23'11"	47.51'	N11°02'16"E
C149	47.52'	804.00	03°23'11"	47.51'	N07°39'05"E
C150	58.90'	804.00	04°11'49"	58.88'	N03°51'35"E
C151	20.45'	804.00	01°27'28"	20.45'	N01°01'57"E
C156	489.78'	1004.00	27°57'02"	484.94'	S18°39'14"W
C159	49.25'	1004.00	02°48'39"	49.25'	S28°02'47"W
C160	49.26'	1004.00	02°48'40"	49.25'	S25°14'07"W
C161	49.26'	1004.00	02°48'40"	49.25'	S22°25'28"W
C162	49.25'	1004.00	02°48'39"	49.25'	S19°36'48"W
C163	49.26'	1004.00	02°48'40"	49.25'	S16°48'09"W
C164	49.26'	1004.00	02°48'40"	49.25'	S13°59'29"W
C165	49.25'	1004.00	02°48'39"	49.25'	S11°10'49"W
C166	49.26'	1004.00	02°48'40"	49.25'	S08°22'10"W
C167	40.05'	1004.00	02°17'06"	40.04'	S05°49'17"W
C168	100.02'	270.00	21°13'32"	99.45'	N15°17'29"E
C169	12.69'	270.00	02°41'36"	12.69'	N06°01'31"E
C170	87.33'	270.00	18°31'56"	86.95'	N16°38'17"E
C171	42.72'	25.00	97°54'25"	37.71'	S74°51'28"W
C172	144.72'	400.00	20°43'48"	143.93'	N45°49'25"W
C173	138.19'	400.00	19°47'42"	137.51'	N46°17'28"W
C174	6.53'	400.00	00°56'06"	6.53'	N35°55'34"W
C178	401.56'	1144.00	20°06'42"	399.50'	N22°34'25"E
C181	56.13'	1144.00	02°48'40"	56.12'	N28°02'47"E
C182	56.12'	1144.00	02°48'39"	56.12'	N25°14'07"E
C183	56.13'	1144.00	02°48'40"	56.12'	N22°25'28"E
C184	56.12'	1144.00	02°48'39"	56.12'	N19°36'48"E
C185	56.13'	1144.00	02°48'40"	56.12'	N16°48'09"E
C186	56.12'	1144.00	02°48'39"	56.12'	N13°59'29"E
C187	110.89'	1144.00	05°33'14"	110.85'	N09°44'27"E
C188	56.13'	1144.00	02°48'40"	56.12'	N11°10'49"E
C189	56.13'	1144.00	02°48'40"	56.12'	N08°22'10"E



SHEET INDEX	
SHEET 1	COVER SHEET, NOTES, LEGAL DESCRIPTION, VICINITY MAP
SHEET 2	KEY MAP
SHEETS 3-6	PLAT DETAILS

NOTICE
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



KEY MAP: NOT TO SCALE

SHEET 4 OF 6



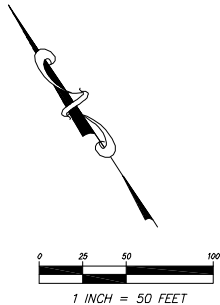
Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

HIGHLAND RANCH ESPLANADE PHASE 2
LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT
BOOK: PAGE:

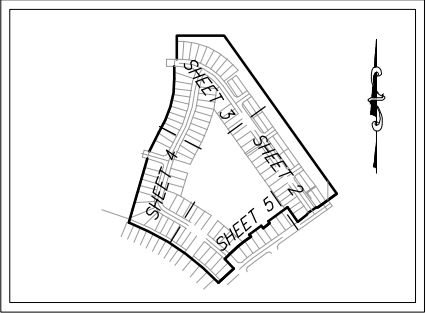
CURVE TABLE					
CURVE	LENGTH	RADIUS	DEL TA	CHORD	BEARING
C1	617.54'	2150.00	16°27'25"	615.42'	N54°21'00"W
C2	137.53'	100.00	78°48'03"	126.95'	S23°10'41"E
C3	143.18'	500.00	16°24'25"	142.69'	S24°25'33"W
C4	475.15'	974.00	27°57'02"	470.45'	N18°39'14"E
C50	626.16'	2180.00	16°27'25"	624.01'	N54°21'00"W
C51	608.93'	2120.00	16°27'25"	606.84'	N54°21'00"W
C52	178.79'	130.00	78°48'03"	165.03'	S23°10'41"E
C53	96.27'	70.00	78°48'03"	88.86'	S23°10'41"E
C62	59.59'	2180.00	01°33'58"	59.59'	N59°30'39"W
C63	59.59'	2180.00	01°33'58"	59.59'	N61°04'37"W
C64	27.33'	2180.00	00°43'06"	27.33'	N62°13'09"W
C65	57.53'	2320.00	01°25'15"	57.53'	N61°51'54"W
C66	28.97'	2320.00	00°42'56"	28.97'	N62°13'04"W
C67	63.41'	2320.00	01°33'58"	63.41'	N61°04'37"W
C68	288.51'	2320.00	07°07'31"	288.33'	N57°35'32"W
C70	63.41'	2320.00	01°33'58"	63.41'	N59°30'39"W
C89	52.66'	2120.00	01°25'23"	52.66'	N59°00'38"W
C90	52.66'	2120.00	01°25'23"	52.66'	N60°26'02"W
C91	52.66'	2120.00	01°25'23"	52.66'	N61°51'25"W
C93	0.37'	2120.00	00°00'36"	0.37'	N62°34'25"W
C94	44.20'	130.00	19°28'44"	43.98'	N52°50'20"W
C95	44.52'	130.00	19°37'18"	44.30'	N33°17'18"W
C96	44.52'	130.00	19°37'18"	44.30'	N13°40'00"W
C97	44.52'	130.00	19°37'18"	44.30'	N05°57'19"E
C98	1.03'	130.00	00°27'23"	1.04'	N15°59'39"E
C107	506.64'	1952.00	14°52'15"	505.22'	N61°26'04"W
C108	515.25'	1980.00	14°54'36"	513.80'	N61°29'04"W
C112	47.78'	1980.00	01°26'26"	49.78'	N59°04'17"W
C113	49.78'	1980.00	01°26'26"	49.78'	N60°30'43"W
C114	49.78'	1980.00	01°26'26"	49.78'	N61°57'09"W
C115	93.11'	1980.00	02°41'40"	93.11'	N64°01'12"W
C116	123.45'	1980.00	03°34'21"	123.43'	N67°09'12"W
C117	39.27'	25.00	90°00'00"	35.36'	N28°46'40"W
C118	37.18'	25.00	85°12'52"	33.85'	S63°36'54"W
C119	107.50'	530.00	11°37'18"	107.32'	S26°49'07"W
C120	53.66'	530.00	05°48'05"	53.64'	S23°54'30"W
C121	48.60'	530.00	05°15'14"	48.58'	S29°26'10"W
C122	5.24'	530.00	00°33'59"	5.24'	S32°20'46"W
C124	48.88'	944.00	02°57'59"	48.86'	S31°08'47"W
C139	102.50'	670.00	08°45'54"	102.40'	S22°25'36"W
C140	61.43'	670.00	05°15'14"	61.42'	S29°26'10"W
C141	6.62'	670.00	00°33'59"	6.62'	S32°20'46"W
C142	41.62'	804.00	02°57'58"	41.62'	N31°08'47"E
C152	134.59'	470.00	16°24'25"	134.13'	S24°25'33"W
C153	17.46'	470.00	02°07'42"	17.46'	S17°17'11"W
C154	62.85'	470.00	07°39'43"	62.81'	S22°10'54"W
C155	54.28'	470.00	06°37'00"	54.25'	S29°19'16"W
C157	6.42'	1004.00	00°21'59"	6.42'	N32°26'46"E
C158	49.26'	1004.00	02°48'40"	49.25'	N30°51'26"E
C175	82.24'	330.00	14°16'44"	82.03'	S25°29'24"W
C176	44.13'	330.00	07°39'44"	44.10'	S22°10'54"W
C177	38.11'	330.00	06°37'00"	38.09'	S29°19'16"W
C179	7.32'	1144.00	00°22'00"	7.32'	N32°26'46"E
C180	56.12'	1144.00	02°48'39"	56.12'	N30°51'26"E



SHEET INDEX	
SHEET 1	COVER SHEET, NOTES, LEGAL DESCRIPTION, VICINITY MAP
SHEET 2	KEY MAP
SHEETS 3-6	PLAT DETAILS

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

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



KEY MAP: NOT TO SCALE

SHEET 5 OF 6



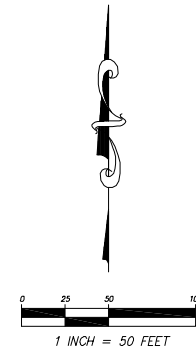
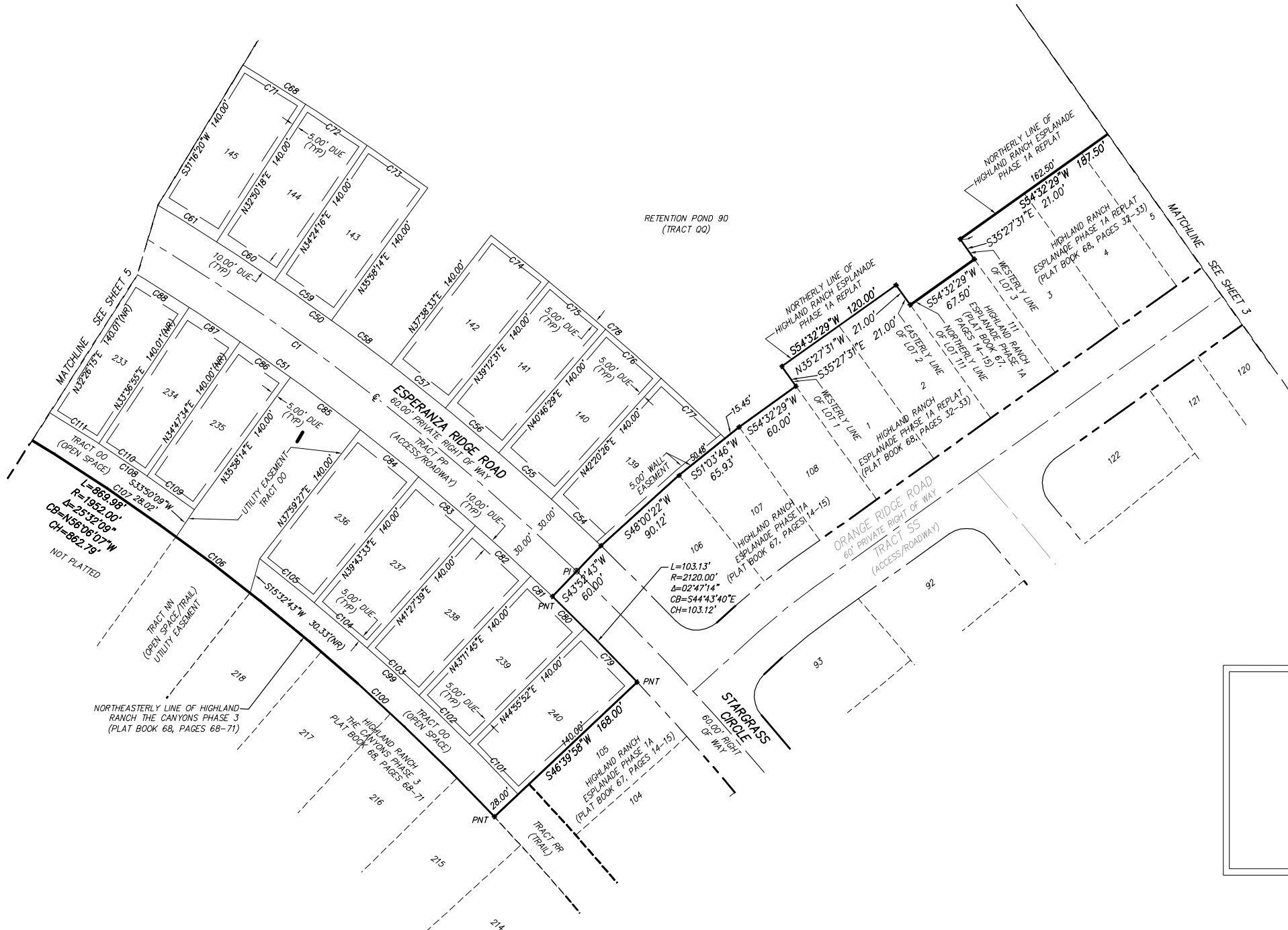
Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

HIGHLAND RANCH ESPLANADE PHASE 2
LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 22 SOUTH, RANGE 28 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT BOOK: PAGE:

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	617.54'	2150.00	16°27'25"	615.42'	N54°21'00"W
C50	626.16'	2180.00	16°27'25"	624.01'	N54°21'00"W
C51	608.93'	2120.00	16°27'25"	606.84'	N54°21'00"W
C54	58.52'	2180.00	01°32'17"	58.51'	N46°53'25"W
C55	59.59'	2180.00	01°33'58"	59.59'	N48°26'33"W
C56	59.59'	2180.00	01°33'58"	59.59'	N50°00'30"W
C57	59.59'	2180.00	01°33'58"	59.59'	N51°34'28"W
C58	63.61'	2180.00	01°40'19"	63.61'	N53°11'37"W
C59	59.59'	2180.00	01°33'58"	59.59'	N54°48'45"W
C60	59.59'	2180.00	01°33'58"	59.59'	N56°22'43"W
C61	59.59'	2180.00	01°33'58"	59.59'	N57°56'41"W
C68	288.51'	2320.00	07°07'31"	288.33'	S57°35'32"E
C71	63.41'	2320.00	01°33'58"	63.41'	S57°56'41"E
C72	63.41'	2320.00	01°33'58"	63.41'	S56°22'43"E
C73	63.41'	2320.00	01°33'58"	63.41'	S54°48'45"E
C74	63.41'	2320.00	01°33'58"	63.41'	S51°34'28"E
C75	63.41'	2320.00	01°33'58"	63.41'	S50°00'30"E
C76	63.41'	2320.00	01°33'58"	63.41'	S48°26'33"E
C77	75.07'	2320.00	01°51'14"	75.07'	S46°43'56"E
C78	265.31'	2320.00	06°33'08"	265.17'	S49°04'53"E
C79	64.19'	2120.00	01°44'06"	64.19'	S44°12'05"E
C80	38.94'	2120.00	01°03'09"	38.94'	S45°35'43"E
C81	25.27'	2120.00	00°40'58"	25.27'	S46°27'46"E
C82	64.20'	2120.00	01°44'06"	64.19'	S47°40'18"E
C83	64.20'	2120.00	01°44'06"	64.19'	S49°24'24"E
C84	64.20'	2120.00	01°44'06"	64.19'	S51°08'30"E
C85	80.11'	2120.00	02°09'54"	80.10'	S52°56'49"E
C86	52.66'	2120.00	01°25'23"	52.66'	S54°44'28"E
C87	52.66'	2120.00	01°25'23"	52.66'	S56°09'51"E
C88	52.66'	2120.00	01°25'23"	52.66'	S57°35'15"E
C99	299.79'	1980.00	08°40'31"	299.51'	S47°40'18"W
C100	283.97'	1952.00	08°20'07"	283.72'	N47°30'06"W
C101	59.95'	1980.00	01°44'06"	59.95'	N44°12'05"W
C102	59.97'	1980.00	01°44'07"	59.97'	N45°56'12"W
C103	59.96'	1980.00	01°44'06"	59.95'	N47°40'18"W
C104	59.96'	1980.00	01°44'06"	59.95'	N49°24'24"W
C105	59.96'	1980.00	01°44'06"	59.95'	N51°08'30"W
C106	79.37'	1952.00	02°19'47"	79.36'	N52°50'03"W
C107	506.64'	1952.00	14°52'15"	505.22'	N61°26'04"W
C108	515.25'	1980.00	14°54'36"	513.80'	N61°29'04"W
C109	49.78'	1980.00	01°26'26"	49.78'	N54°44'59"W
C110	49.78'	1980.00	01°26'26"	49.78'	N56°11'25"W
C111	49.78'	1980.00	01°26'26"	49.78'	N57°37'51"W



SHEET INDEX	
SHEET 1	COVER SHEET, NOTES, LEGAL DESCRIPTION, VICINITY MAP
SHEET 2	KEY MAP
SHEETS 3-6	PLAT DETAILS

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

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





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 14, 2017		
Agenda Item Name		
Revised Interlocal Agreement		
Requested Action		
Recommend to approve the Interlocal agreement with the Town of Oakland providing wholesale wastewater treatment for up to 750,000 gallons per day.		
Staff Report		
In 2013 the City of Clermont entered into an Interlocal agreement with the Town of Oakland providing wholesale wastewater treatment for up to 1,250,000 gallons per day. This proposed agreement allows for the Town of Oakland to reduce the volume by 500,000 gallons per day to the City of Clermont Water Reclamation Facility up to 750,000 gallons per day. In addition, the revised agreement provides updated conditions and calculations regarding wastewater flow and impact. The Environmental Services staff recommends the City Council approve the Interlocal Agreement for providing wholesale wastewater treatment services to the Town of Oakland. This agreement will eliminate the installation of hundreds of septic tanks on Lake Apopka, provide a source of reclaimed water to the City of Clermont and allow for sharing of expenses at our wastewater treatment facility.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Oakland Revised Agreement	OAKLAND REVISED AGREEMENT 11 14 2017.pdf	

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF CLERMONT AND
THE TOWN OF OAKLAND FOR PROVISION
OF WASTEWATER SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is entered into between the CITY OF CLERMONT, Florida (hereafter referred to as "CLERMONT"), and THE TOWN OF OAKLAND, Florida (hereafter referred to as "OAKLAND"), pursuant to the "Florida Interlocal Cooperation Act of 1969", section 163.01 Florida Statutes.

WHEREAS, CLERMONT and OAKLAND entered into the Interlocal Agreement between the City of Clermont and the Town of OAKLAND for Provision of Wastewater Services dated October 22, 2013, and the parties wish to amend and restate the Agreement; and

WHEREAS, OAKLAND operates a water utility that currently serves approximately 1200 customers, and

WHEREAS, OAKLAND'S water utility customers, not currently on the centralized sewer system, presently use septic tanks as a means of wastewater removal; and

WHEREAS, OAKLAND will continue to provide wastewater services, and expand the wastewater system within its water utility, and thereby provide means to eliminate or reduce the use of septic tanks for waste removal for a new development within OAKLAND'S 180 Utility District; and

WHEREAS, OAKLAND recognizes the financial constraints of constructing its own wastewater treatment plant; and

WHEREAS, CLERMONT operates a water and wastewater utility that serves approximately 34,000 customers; and

WHEREAS, CLERMONT owns and operates a wastewater treatment plant (the "Plant") which has excess capacity sufficient to treat a certain quantity of wastewater from OAKLAND; and

WHEREAS, CLERMONT recognizes that greater utilization of the Plant's excess capacity is more cost efficient; and

WHEREAS, the acceptance and treatment by CLERMONT of wastewater generated by customers of OAKLAND'S water utility will be financially beneficial to both CLERMONT and OAKLAND and will be beneficial to the citizens of OAKLAND and CLERMONT and the public at large by providing a more environmentally acceptable method of wastewater disposal than that provided by septic tanks.

NOW THEREFORE, the parties do hereby agree as set forth below:

1. The recitals above are true and correct and are incorporated into this Agreement as an integral part.

2. Subject to the terms, conditions and limitations of this Agreement and available capacity at the Plant, CLERMONT shall accept up to 750,000 gallons per day of OAKLAND'S wastewater from the Town for treatment and disposal at the Plant (the "allotment"). Notwithstanding the forgoing, nothing herein shall act as a reservation of capacity or commitment by CLERMONT to make available the allotment (or portions thereof) except for the vested allotment amounts as described in section 3, herein. The allotment (or portions thereof) shall be made available to OAKLAND in increments or phases in accordance with the provisions set forth in **Exhibit "A"** attached hereto. CLERMONT'S acceptance of wastewater from OAKLAND is subject to the wastewater being in compliance with the quality and other criteria for wastewater set forth in the Clermont City Code Chapter 66, and any and all amendments or successor provisions thereto, and as mandated by any and all applicable law and permits related to CLERMONT'S wastewater treatment system.

3. Once any portion of the allotment is in "use" as described herein, the right of OAKLAND to transmit the quantity of wastewater justified by such use shall be deemed vested in OAKLAND (the vested allotment amounts). Upon such vesting OAKLAND shall be able to rely on the continued acceptance by CLERMONT of such quantity of wastewater for the duration of time that CLERMONT (or any successor) provides wastewater services to residents of CLERMONT. For purposes of this paragraph, "use" shall be deemed to occur upon the payment by OAKLAND of the Clermont Impact Fee (as provided in section 9) for a particular property. The "quantity of wastewater justified by such use" shall be the average daily wastewater flow attributed to the property making use of such partial allotment, as set forth in the most recent version of the City of Clermont Comprehensive Plan – Sanitary Sewer Element adopted level of service.

4. OAKLAND shall pay to CLERMONT, in the manner specified in paragraph 11 of this Agreement, the sum of \$4.80 per thousand gallons of wastewater accepted by CLERMONT from OAKLAND for treatment and disposal. This is an "Intergovernmental Wholesale Rate" which is exclusive to OAKLAND, based on conditions that are unique and specific to OAKLAND. The Intergovernmental Wholesale Rate shall increase on October 1 of each year during the term of this Agreement commencing October 1, 2015 by such annual automatic adjustment rate as established by CLERMONT City Council and applicable to all CLERMONT sewer utility customers. Currently the rate is 1.95% and may be adjusted by future ordinance of CLERMONT. The assent by CLERMONT to accept wastewater from OAKLAND shall not be construed to obligate CLERMONT to accept, or consider accepting, wastewater from other sources or to provide any operational or maintenance services of any kind related to any wastewater system constructed by OAKLAND. In addition to the above-referenced Intergovernmental Wholesale Rate, OAKLAND shall pay to CLERMONT a High Strength Surcharge and a Hydraulic Peaking Factor Surcharge, if and as may be applicable and as calculated in accordance with the formulas set forth in **Exhibit "B"**, attached hereto and incorporated herein.

5. A flow meter and automatic flow recorder shall be the means of measuring the amount of wastewater transmitted by OAKLAND to the plant. OAKLAND shall, in accordance with CLERMONT'S current system requirements, install, or cause to be installed (by developers or other third parties) at OAKLAND'S expense or that of the developer, a flow meter assembly, air release valves, telemetry and associated piping (hereinafter collectively referred to as the "flow meter assembly") to transmit and record the data to CLERMONT'S computer system (SCADA). The flow meter assembly shall be constructed on property owned by OAKLAND and at a location agreed-upon by the parties. Upon acceptance, CLERMONT will own, operate and maintain the flow meter assembly and appurtenances. CLERMONT shall have the unrestricted right at any time to access to the flow meter assembly for purposes of operating and maintaining the system.

6. OAKLAND, has constructed or caused to be constructed (by developers or other third parties) at its sole expense or that of the developer, the sanitary sewer force main and pumping facility, as approved by CLERMONT, which is required to transmit wastewater from OAKLAND'S wastewater collection system to CLERMONT'S existing force main at the location shown as "Point A" on **Exhibit "C"** attached and incorporated herein. OAKLAND also, at its sole expense, shall construct or cause to be constructed (by developers or other third parties), the collection system necessary for the collection and transmission of wastewater from individual homes, businesses and other customers of OAKLAND's water utility, to the force main which will in turn transmit the wastewater to CLERMONT'S existing force main.

7. The parties agree on a "Demarcation Point" as illustrated and described as "Point A" on **Exhibit "C"** attached and incorporated herein.

8. The parties agree OAKLAND shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on OAKLAND'S side of the Demarcation Point. CLERMONT shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on CLERMONT'S side of the Demarcation Point. Provided however, that to the extent that OAKLAND'S failure to properly operate and maintain the wastewater system on OAKLAND'S side of the Demarcation Point so as to require maintenance or to cause damage to CLERMONT'S side of the Demarcation Point, OAKLAND shall be fully responsible for the costs associated with the maintenance and damage repairs.

9. The Parties acknowledge that capital costs for the Plant, CLERMONT'S force mains and wastewater collection system is recovered through CLERMONT'S collection from its customers of an Impact Fee (The Clermont Impact Fee). The Parties further acknowledge that customers of OAKLAND'S wastewater system will be charged an impact fee. The Parties agree that OAKLAND upon the initial connection of customers to its wastewater system will be responsible for payment to CLERMONT of an amount that equals the Clermont Impact Fee. A schedule showing the amount of the Clermont Impact fee for single family residential that would be connected to the system is attached as **Exhibit "D"**. The payment by OAKLAND of Clermont's Impact Fee shall be no later than the date that a customer is initially connected to the wastewater system. The amount of the Clermont Impact Fee may be periodically adjusted by CLERMONT. Adjustments shall take effect ninety (90) days after formal notification of same to OAKLAND. The Parties acknowledge that the amount, time of payment, and other aspects of the Clermont Impact Fee shall be governed by Clermont's ordinance on that subject as it may be amended from

time to time. The Parties further acknowledge that in the event that any existing customer use, connected to the wastewater system is expanded or changed so as to result in an increased impact fee pursuant to CLERMONT'S ordinance, the increased impact fee, if any, shall be paid at the time OAKLAND issues its final approval for the expansion or change of use. However, in no event shall OAKLAND be required to pay an amount attributable to the Clermont Impact Fee in excess of the impact fee that CLERMONT imposes on its own customers. In accordance herewith, OAKLAND shall provide to CLERMONT on a monthly basis an itemized list by owner's name, property address and work to be performed of all building permits issued in the previous month for customers connected to the wastewater system; however, building permits relevant to this monthly report are only those whose work will have an impact on the wastewater system.

10. OAKLAND agrees to maintain and regulate the use of its wastewater collection system, to minimize infiltration and prevent harmful wastes from being deposited into its facilities, such as would overload or cause damage to the Plant or interfere with the wastewater treatment process. OAKLAND further agrees to the same extent as CLERMONT to require adequate pre-treatment of strong or harmful commercial wastes, at the source of generation, prior to permitting such wastes to be discharged into its system for treatment and disposal at the Plant. As further assurance of OAKLAND'S compliance with this section, OAKLAND agrees to provide CLERMONT with development plans of non-residential customers connecting to OAKLAND'S wastewater system. The plans shall be provided to CLERMONT prior to the issuance of any predevelopment approval, site approval, development order, construction or building permit by OAKLAND and as condition precedent to the connection of the non-residential customer to the wastewater system. It is expressly understood and agreed that CLERMONT shall not be required or obligated to accept any wastewater generated by an industrial use or containing industrial waste. Furthermore, CLERMONT shall have the right to reject any connection to the system or acceptance of wastewater hereunder for any use that CLERMONT reasonably determines is not in the best operational interests of CLERMONT'S wastewater system.

11. CLERMONT will invoice OAKLAND on a monthly basis for the amount due for treatment and disposal of OAKLAND'S wastewater. The amount to be billed shall be based upon CLERMONT'S monthly reading of the quantity of wastewater transmitted from OAKLAND to CLERMONT as indicated by the flow meter and flow recorder referenced in paragraph 5, plus any surcharges as described in Exhibit "B" hereto. Payment will be due to CLERMONT no later than twenty days after the invoice is rendered. The capacity allotment granted herein to OAKLAND may not be sold, sublet, transferred or assigned by OAKLAND to any entity. CLERMONT represents that the Plant is readily susceptible to expansion and that such expansion can increase the Plant's capacity to accept additional wastewater for treatment. In the event that the capacity of the Plant becomes fully utilized prior to OAKLAND obtaining its desired capacity, CLERMONT agrees to work with OAKLAND in an effort to achieve an agreement for expansion of the Plant which as a minimum will be sufficient to accommodate OAKLAND'S remaining capacity requirements.

12. OAKLAND agrees to the extent permitted by law and without waiving its sovereign immunity, to hold harmless and defend CLERMONT, its officials, employees, contractors or agents for and from any and all damages including attorney's fees that may arise out of, or related to, any claim or cause of action, or threat thereof, of a third party, related in any

manner to a customer connection to the OAKLAND wastewater system.

13. The Initial Term of this Agreement shall be 30 years from the effective date of this Agreement. This Agreement shall be effective upon final adoption of an ordinance or resolution (as each may require) by both CLERMONT and OAKLAND. The Effective Date shall be the date of final adoption by the last party. Notwithstanding the foregoing, The Vested Allotment Amounts, as provided in paragraph 3 herein shall not be affected by expiration of this Agreement.

14. This Agreement may not be terminated by either party prior to its expiration, unless an amendment to the Agreement is approved by both CLERMONT and OAKLAND, in writing, or if one party is in breach of any of the terms and conditions of this agreement and fails to correct it within thirty (30) days after written notice unless it requires more than thirty (30) days to make such corrections, and in such case the breach shall be cured within a reasonable time.

15. In the event of any dispute related to this Agreement, the parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in "The Florida Governmental Conflict Resolution Act" Chapter 164, a party may file an action in circuit court. Venue for any cause of action to be filed hereunder shall be exclusively in Lake County Circuit Court.

16. All notices, consents, approvals, waivers, and elections that either party requests or gives under this Agreement must be in writing and shall be given only by hand delivery, or by certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any party may otherwise designate in writing.

City of Clermont, City Manager
685 West Montrose Street -3rd Floor
Clermont, FL 34711

Town of OAKLAND, Town Manager
P.O. Box 98
OAKLAND, FL 34760

17 This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the parties, and their respective representatives, successors and assigns. In particular, and without limiting the generality of the foregoing, individual customers of OAKLAND are not intended as third party beneficiaries of this Agreement, and shall have no standing to enforce this Agreement or to assert any claim against CLERMONT which arises out of or is related any way to this Agreement or the services provided by CLERMONT

under this Agreement.

18. Each represents and warrants for the benefit and reliance of the other its respective authority to enter into this Agreement, and acknowledges the validity and enforceability of this Agreement. The parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

19. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement. This First Amended and Restated Interlocal Agreement replaces the Interlocal Agreement between the parties dated October 22, 2013.

20. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

21. This Agreement shall be recorded in the Public Records of Lake County, Florida as required by applicable Florida Statutes.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representatives to set their hands to this Agreement on the dates indicated below.

THE CITY OF CLERMONT, FLORIDA

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

APPROVED AS TO FORM AND CONTENT:

Daniel F. Mantzaris, CITY ATTORNEY

Witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____
2017, by Gail L. Ash, as Mayor of the City of Clermont, Florida, who executed the foregoing
instrument and acknowledged before me that he executed the same for the uses and purposes
therein expressed, and who is personally known to me.

SEAL

Notary Public
My Commission Expires:
Type or Print Name

THE TOWN OF OAKLAND, FLORIDA


Kathy Stark, Mayor

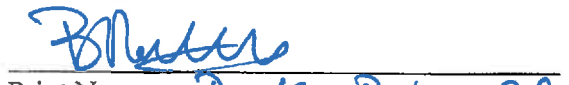
ATTEST

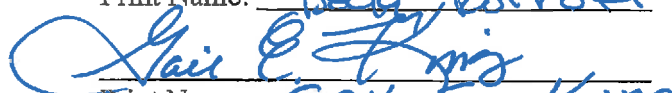

Kimberley Gay, Town Clerk

APPROVED AS TO FORM AND CONTENT:


J. Edwin Mills, TOWN ATTORNEY

Witnesses:

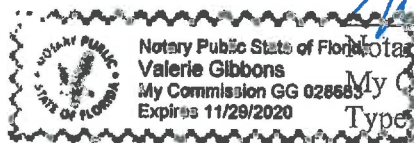

Print Name: B. Roberts


Print Name: Gail E. King

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 10th day of October 2017, by Kathy Stark, as Mayor of the Town of OAKLAND, Florida, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me.

SEAL



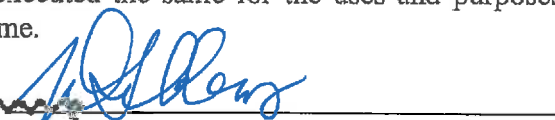

Notary Public
My Commission Expires:
Type or Print Name

Exhibit A
Estimated Sanitary Sewer Demand

Fiscal Year	Estimate Demand (mgd)
2018	0.10
2019	0.20
2020	0.25
2021	0.30
2022	0.35
2023	0.40
2024	0.42
2025	0.45
2026	0.50
2027	0.55
2028	0.60
2029	0.62
2030	0.65
2031	0.67
2032	0.69
2033	0.70
2034	0.71
2035	0.72
2036	0.73
2037	0.74
2038	0.75

The future products are based upon the following assumptions:

Equivalent Residential Unit (ERU) Factors published by Orange County Utilities (02/11)

Wastewater ERU = 250 gallons per day

Current Zoning and Land Use Designations

Existing Residential Neighborhoods coming online in phases over time

Nearly 200 acres of vacant land along State Road 50 developed for Commercial uses

Exhibit "B"
High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge

OAKLAND shall pay to CLERMONT in addition to the Intergovernmental Wholesale Rate the following surcharges as may become due based on the criteria and formula set forth below:

1. High Strength Waste Surcharge Criteria.

A. Surcharge/or abnormal strength wastes.

1. A surcharge shall be imposed where the wastewater from OAKLAND contains an abnormally high BOD or suspended solids concentration. The surcharge in dollars shall be computed by multiplying the average milligrams per liter (mg/L) of each constituent that exceeds three hundred (300) mg/L minus 300 mg/L, times the metered sewage flow of OAKLAND during the 9 billing period in millions of gallons times a treatment surcharge factor.

2. The treatment surcharge factor shall be derived annually from the following formula (the factor of 600 being the maximum normal BOD plus suspended solids content expressed in milligrams per liter):

$$\text{Treatment Surcharge Factor} = \frac{\text{Intergovernmental Wholesale Rate per million gallons}}{600}$$

3. CLERMONT at any time, may take samples of OAKLAND's wastewater. Should a sample show abnormal strength, CLERMONT will take two (2) additional samples within the next succeeding ten (10) days. The average of these three (3) tests will be used to determine whether a surcharge is due for that month, and, if so, the amount thereof. OAKLAND may request additional samples, and CLERMONT will take such additional samples and include the results thereof in calculating the average strength in the month in which taken, provided that the cost of such additional samples shall be paid for by OAKLAND.

B. Definition of Terms.

1. Surcharge - Amount of money added to OAKLAND's monthly bill to defray the additional expense that might be created due to high strength wastewater discharge to CLERMONT's system in the billing period.

2. BOD - five-day biochemical oxygen demand as determined in accordance with the testing procedure as defined in Standard Methods for the Examination of Water and Wastewater ("Standard Methods"), latest edition.

3. Suspended Solids - Non-dissolved solids contained in the sewage that can be removed by filtration as determined by the testing procedure as set forth in Standard Methods, latest edition.

4. Each Constituent - Defined as either BOD or Suspended Solids as far as waste strength is concerned.

II. Hydraulic Peaking Factor Surcharge.

A. Surcharge

For each day that OAKLAND transmits wastewater to CLERMONT's system for a consecutive four-hour period at a flow rate in excess of 200% of the Average Daily Peak Flow ("ADPF"), up to 250% of the ADPF, OAKLAND will pay a 1 % surcharge on its monthly charge not including the High Strength Surcharge above. For each 5% or fraction thereof in excess of 250% for a consecutive four-hour period that the flow exceeds the Average Daily Peak Flow, OAKLAND will be billed an extra 1 % on its monthly service charge.

B. Definitions.

Average Daily Peak Flow (ADPF) - OAKLAND's total flow during the four (4) consecutive months of greatest flow during the twelve (12) month period ending on the last preceding September 30th, divided by the total number of days in such four (4) month period. Average Daily Peak Flow in such four (4) month period will be based on the flow meter readings used for billing OAKLAND.

Location Map of Demarcation Point “A”



FLOW METER is located at 17690 State Road 438 within the Oakland Lift Station site.

Exhibit D
Impact Fee Schedule

Table D-8
City of Clemon
Water and Wastewater Impact Fee Analysis

Page 1 of 2

Development of Wastewater System Impact Fee

Line No.	Description	Amount
Total Estimated Cost of Existing & Future Wastewater Treatment & Disposal Facilities:		
1	Cost of Existing & Future Facilities [1]	\$40,673,425
2	Additional Borrowing Costs [2]	5,237,271
3	Additional Costs Capitalized - CIP [3]	44,863,500
4	Less Receipt of Grant Funds [4]	(1,664,926)
5	Subtotal Wastewater Treatment and Disposal Facilities	\$89,109,270
6	Future Plant Capacity (MGD) (AADF) [5]	8.000
7	Projected Average Daily Flow (MGD) (AADF) [6]	2.195
8	ERC Factor - (GPD) (ADF) [7]	220.0
9	Estimated ERUs to be Served by Facilities	36,364
10	Percent Remaining Capacity of Facilities	72.57%
11	Allocation of Facilities to Incremental Growth	\$64,665,148
12	Rate per ERC Associated with Existing & Future Facilities	\$2,450.50
Primary Transmission System and Pump Stations:		
13	Existing Facilities [9]	\$9,772,633
14	Additional Costs Capitalized - CIP [10]	8,200,000
15	Less Receipt of Grant Funds [4]	0
16	Total Primary Transmission Facility Costs	\$17,972,633
17	Estimated ERUs Served by Existing Facilities [11]	18,182
18	Estimated Future ERUs served by Collection Facilities [11]	0
19	Total Estimated ERUs served by Collection Facilities [11]	18,182
20	Net Rate per ERU of Primary Transmission Facilities	\$988.49
21	Total Combined Rate per ERU After Rate Adjustment	\$3,438.99
22	Rounded Rate per ERU	\$3,439.00
23	Cost Per Gallon	\$15.632
	MDF = Maximum Daily Flow	
	ADF = Average Daily Flow	
	ERU = Equivalent Residential Unit	
	GPD = Gallons per Day	

Footnotes continued on the following page.

Table 3-6
City of Clermont
Water and Wastewater Impact Fee Analysis

Page 2 of 2

Development of Wastewater System Impact Fee

Footnotes:

- [1] Amount based on Table 3-1 and reflects wastewater treatment assets currently in service.
- [2] Amount reflects interest costs associated with the issuance of existing debt as derived as follows:
- | | |
|---|--------------------|
| Total Financing Costs - Series 2009 Water and Sewer Bonds | \$8,183,236 |
| Percent Allocable to Wastewater System | 64% |
| Amount Allocable to Wastewater System | <u>\$5,237,271</u> |
- [3] Amount derived from Table 3-6 and reflects the planned upgrades to the existing wastewater treatment facilities.
- [4] Total cost of facilities is reduced by grants and other outside funding sources, if any, as provided by the City.
- [5] Amount reflects the design capacity of the expanded facilities (up to 8.0 MGD) on an annual average daily flow basis (AADF).
- [6] Amount estimated based on discussions from staff and actual treatment flow data for Fiscal Year 2011.
- [7] Amount reflects the City's current level of service for each ERU, Equivalent Residential Connection, on an average daily flow basis.
- [8] Amount derived from Table 3-6 and reflects expansion related additions to the wastewater treatment facilities.
- [9] Amount based on Table 3-1 and reflects existing wastewater transmission and pump station assets currently in service.
- [10] Amount derived from Table 3-6 and reflects the recognized upgrades to the wastewater transmission system and pump stations.
- [11] Amount assumes transmission capacity is consistent with the existing wastewater treatment capacity or 4.0 MGD (AADF).



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 14, 2017		
Agenda Item Name		
Andoc, LLC. Utility Agreement		
Requested Action		
Recommend Approval Of Andoc LLC. Utility Agreement.		
Staff Report		
Andoc LLC is requesting Utility Services Agreement for Water and Sewer Services to construct a new veterinary clinic to be located at 15016 Pine Valley Blvd. just off of Hancock Road. This parcel is located within the Joint Planning Area with Lake County, and is adjacent to city utilities. The parcel is not adjacent to any city jurisdictional boundaries. The site plan is in conformance with the JPA code. Applicant/ Owner: Andoc LLC. Project: Veterinary Clinic Size: 2.11 acres Location: 15016 Pine Valley Blvd. Building Size: 8,500 sf County Future Land Use: Regional Commercial County Zoning: MP Planned Industrial Status of project: The property has the proper land use and zoning with Lake County. Projected water use: 1,725 gallons per day If the request is approved, the agreement will still be conditioned upon deferral of annexation to occur when legally appropriate. The project will therefore be developed pursuant to the attached Utility Services Agreement for Water.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location map	Andoc LLC location map.pdf	

2.	Site plan	Andoc LLC site plan.pdf
3.	Utility Agreement	Andoc Utility Agreement.doc

Location Map:



West line of the SW 1/4 of the SW 1/4 of the SW 1/4 per plat of Pine Valley Industrial Park (188a)

25' existing R/W per plat of Pine Valley Industrial Park

HANCOCK ROAD

West line of the SW 1/4 of the SW 1/4 of the SW 1/4 in 2017

edge of pavement

edge of pavement

RIGHT OF WAY LINE PLAT OF PINE VALLEY INDUSTRIAL PARK

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PROPOSED 5'-6 3/8" FIRE TRUCK TURN-AROUND

PINE VALLEY BLVD

concrete roadway

15' LANDSCAPE BUFFER

PROPOSED DUMPSTER ENCLOSURE

EXISTING NATURAL BUFFER AREA

BIRD SANCTUARY AREA

RETENTION POND AREA

N 89°50'41" W plot

UNPLATTED

SITE DATA TABLE

- SITE AREA:**
ORIGINAL SURVEY - 91,727.45 SQUARE FEET, 2.11 ACRES
RECENT R/W DISCOVERY - 83,501.40 SQUARE FEET, 1.92 ACRES
- SITE LOCATION:**
15016 PINE VALLEY BOULEVARD, CLERMONT, FL 34711
LOTS 8 AND 9, PINE VALLEY INDUSTRIAL PARK
SECTION 27, TOWNSHIP 22 E, RANGE 26 S
- PROPERTY DESCRIPTION:**
CURRENT CONDITION: VACANT LOT
PROPERTY ZONING: MP - PLANNED INDUSTRIAL
- BUILDING SETBACK**

	REQUIRED	PROVIDED
NORTH (PINE VALLEY BLVD)	50'	70.44'
SOUTH (SIDE)	12'	143.04'
WEST (HANCOCK ROAD)	50'	106.33'
EAST (REAR)	25'	53.40'
- BUILDING DATA**
TOTAL BUILDING AREA = 8,500 SF
- PARKING**
REQUIRED PARKING
1 SPACE PER 200 SF OF OFFICE/VET AREA

8,500 SF X 1 SPACE/200 SF = 42.5
USE 43 SPACES

TOTAL PARKING PARKING REQUIRED = 43 SPACES

PARKING PROVIDED
STANDARD SPACES = 41
HANDICAP SPACES = 2
TOTAL PARKING SPACES = 43

SITE PLAN LEGEND

PROPOSED CONCRETE SIDEWALK

GERMANA ENGINEERING
and Associates, LLC
© COPYRIGHT 2017
1120 W. MINNEOLA AVENUE CLERMONT, FL 34711
Phone: (352) 242-9329
WWW.GERMANAENGINEERING.COM
CERTIFICATE OF AUTHORIZATION: 28279

CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 51682
FIRM CERTIFICATE OF AUTHORIZATION # 20279

SCALE 1" = 20'

DATE
10/17/17

SHEET
C-4

SITE PLAN

LOTS 8 & 9
PINE VALLEY
INDUSTRIAL PARK

CITY OF CLERMONT, FLORIDA

PROJECT # GED162017

DATE

REVISIONS

No

UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Andoc, LLC. and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for an office establishment a Veterinarian Clinic, with up to 8,500 sq. ft., which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 Irrigation shall be provided by a private well.
- 1.9 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.10 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.11 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.12 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.12 and 1.13 from the CITY in the form of Impact Fee Credits.
- 1.13 The Impact Fee Credits shall be established subject to Sections 1.12 and 1.13 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.14 Impact Fee Credits may not be transferred outside of the Property described on Exhibit "A" but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.
- 1.15 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.16 The City may require a looped system to provide reliability and redundancy to the property.
- 1.17 Parking of any vehicles outside the paved parking areas, or in any landscape buffers shall not be permitted.

- 1.18 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).
- 1.19 The development shall be in substantial compliance with the Dimension Plan shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.20 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.21 The Agreement shall be for commercial utility flow/demand for water at 1,725 gpd and sewer is 1,725 gpd, based on an annual average.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Andoc LLC.
731 East Highway 50
Clermont, FL 32808

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this _____ day of _____, 2017.

CITY OF CLERMONT

ATTEST:

Gail L. Ash, Mayor

Tracy Ackroyd, City Clerk

OWNER: Andoc LLC.

Signature Title: _____

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2017, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Andoc, LLC.

Description:

PINE VALLEY INDUSTRIAL PARK LOTS 8, 9 PB 29 PG 70
ORB 5001 PG 1231

Lake County Alternate Key Numbers:

3304667

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **27th day of November 2017**, between **Andoc LLC.**, property owners in the County of Lake, State of Florida Grantor*, and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

Andoc LLC.

Witnesses

By: _____
Signature

1. _____
Signature

Type or print name

Type or print name

By: _____
Signature

2. _____
Signature

Type or print name

Type or print name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2017, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

EXHIBIT "D"

LOCATION MAP

Andoc LLC.

Aerial view:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 14, 2017		
Agenda Item Name		
State of Florida Department of State Grant Agreement		
Requested Action		
Request approval of grant agreement between State of Florida Department of State Cultural Facilities Program (grant #18.c.cf.300.307) and the City of Clermont in the amount of \$500,000 for the Victory Pointe Project.		
Staff Report		
In 2015, the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years. The 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 the creation this regional utility stormwater pond that would polish the storm runoff before reaching the lake and also would free up lakefront land for park and amenity development. Staff recommends approval of grant agreement between the State of Florida Department of State Cultural Facilities Program and the City of Clermont in the amount of \$500,000 for the Victory Pointe Project.(grant #18c.cf.300.307)		
Additional Analysis		
Fiscal Impact Summary		
Grant is not included in the current year budget. Will include in the FY 2018 Quarter 1 Budget Amendment Resolution scheduled for December 12.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Cultural Facilities Program Grant	2018 CULTURAL FACILITES GRANT.PDF	

**GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE**

AND

City of Clermont

This Agreement is by and between the State of Florida, Department of State, Division of Cultural Affairs hereinafter referred to as the "Division," and the City of Clermont hereinafter referred to as the "Grantee."

The Grantee has been awarded a Cultural Facilities Grant (CSFA 45.014) by the Division, grant number 18.c.cf.300.307 for the project Westlake Wetlands Performance/Event Area. in the amount of \$500,000. Funds for this grant have been appropriated in the FY 2018 General Appropriations Act on line 3144A. The Division has the authority to administer this grant in accordance with Section 265.701, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the Westlake Wetlands Performance/Event Area project, the public purpose for which these funds were appropriated as described in **Attachment A**, Project Description.

- a) The Grantee shall perform the following Scope of Work:

The proposed project will consist of the construction of an outdoor stage area at Victory Pointe Park. The covered stage will be located on the east side of the park in close proximity to the water. A natural lawn area will stretch west, creating a flexible space for seating, separate programming or display space for events such as the Clermont Art Festival. For popular performances on the stage this space will allow for larger audiences. Surrounding the lawn and gathering space will be a seating wall. The structure will provide unique seating while defining the cultural event area. Wide walkways will connect the area to the rest of the site, parking and the waterfront.

Project Deliverables:

- Covered performance stage
- Lighting and Sound System integrated from the stage into the entire site
- Seating and Event Area including security and access lighting

All tasks associated with the project will be performed by 6/1/2019

All project work will be completed under the supervision of a licensed architect or licensed contractor.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

Payment Number	Deliverable Number	Deliverable Description	Documentation	Payment Amount
1	1	The Grantee will have completed at least 30 percent (30%) of the project prior to payment.	Completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1) along with a Contractor's Affidavit of Completion, showing at least 30 percent (30%) of the project completed.	\$150,000
2	2	The Grantee will have completed at least 60 percent (60%) of the project prior to payment.	Completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1) along with a Contractor's Affidavit of Completion, showing at least 60 percent (60%) of the project completed.	\$150,000
3	3	The Grantee will have completed at least 100 percent (100%) of the project prior to payment.	Completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent (see Appendix 1) along with a Contractor's Affidavit of Completion, showing 100 percent (100%) of the project completed, including all retainage amounts paid.	\$200,000

- c) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and entitled Attachment C). All expenditures for this agreement shall be in accordance with this budget (Attachment C).

- d) Change Orders. Should grant expenditures exceed the budgeted grant amount for any work item by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original

Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on 7/1/2017, and shall end 6/1/2019, unless terminated in accordance with the provisions of Section 37 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Cultural Affairs:

Teri Abstein
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6299
Email: teri.abstein@dos.myflorida.com

For the Grantee:

Contact: James Kinzler
Address: 685 W. Montrose St Clermont, FL 34711-2119
Phone:
Email: jkinzler@clermontfl.org

4. **Required Information Needed with Return of Signed Agreement.** Prior to the disbursement of funds, the Grantee must provide the following with the return of the signed Agreement.
 - a) Signed Grant Award Agreement which details the Scope of Work and Deliverables.
 - b) Legal Description of the Property. The Grantee has provided and attached the legal description of the property on which the cultural facility is or will be located, (which is incorporated as part of this Agreement and entitled Attachment B).
 - c) Choose to Record a Restrictive Covenant or Purchase a Surety Bond. The Grantee has provided documentation that the Restrictive Covenant has been recorded with the Clerk of the Circuit Court of the county where the property is located, or provided a Surety Bond. (See Section 20 and 21)
 - d) Corporate Nonprofit Status. The Grantee must provide a copy of the corporations' not-for-profit status and continue to maintain its not-for-profit eligibility, as a public entity or a tax-exempt Florida corporation, for the duration of the Restrictive Covenant or Surety Bond.
 - e) Historic Preservation Review. The Grantee must submit the confirmation received from the Bureau of Historic Preservation regarding the historical significance of the property. Applies if structures are 50 years or older. (See Section 22)
 - f) Submit a copy of the Grantee's Florida Substitute Form W-9. (See Section 7)
5. **Grant Payments.** All grant payments are requested by submitting a payment request, Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703) or its equivalent along with a Contractor's Affidavit of Completion. The total grant award shall not exceed \$500,000, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) The first payment will be 30 percent (30%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
 - b) The second payment will be 30 percent (30%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
 - c) The third payment will be 40 percent (40%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**
8. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by submitting a Change Request form to the Division. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement. The Change Request form is available on the Division's online grant system.
9. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a) First payment will be withheld if Deliverables are not satisfactorily completed.
 - b) Second payment will be withheld if Deliverables are not satisfactorily completed.
 - c) Third payment will be withheld if Deliverables are not satisfactorily completed.
10. **Encumbrance of Funds.** Encumbrance Period is between July 1 and June 30 of the first year of the grant period, during which state dollars must be obligated to pay for project expenses. To encumber means to have a signed contract with an architect or contractor for the expenditure of all grant and matching funds. All grant funds must be encumbered under the terms of a binding contractual agreement by June 30, except as allowed below.
 - a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that full encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.
11. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports on grant progress will be submitted online through www.dosgrants.com.
 - a) **First Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).
 - b) **Second Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).
 - c) **Third Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).
 - d) **Final Report.** The Grantee must submit a Final Report with photos of completed project to the Division by July 15 (second year of the Grant Period).
12. **Matching Funds.** Matching funds must meet the following requirements:
 - a) Be directly related to the specific construction or renovation work described in the application submitted by the grantee, summarized in the Scope of Work, and detailed in the Estimated Project Budget.
 - b) May not consist of general operating expenses as described in Section 16 of this agreement.
 - c) Be clearly accounted for by documentation maintained at the Grantee's office.
 - d) May not consist of state dollars from any source.
 - e) May not consist of matching funds claimed for any other state grant.
13. **Grant Completion Deadline.** The grant completion deadline is 6/1/2019. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Project. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 60 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 14 of this Agreement.
14. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed 60 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

15. **Credit Line(s) to Acknowledge Grant Funding.** All construction projects shall display a project identification sign in a prominent location at the Project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and shall contain the following acknowledgment of grant assistance:
- a) "This project is sponsored in part by the Department of State, Division of Cultural Affairs, the Florida Council of Arts and Culture and the State of Florida" (Section 286.25, Florida Statutes).
 - b) Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.
16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. In addition, the following are not allowed as grant or matching expenditures:
- a) General Operating Expenses (GOE). Administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.)
 - b) Costs associated with representation, proposal, or grant application preparation
 - c) Costs incurred or obligated outside of the grant period
 - d) Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency
 - e) Costs for planning, which include those for preliminary and schematic drawings, and design development documents necessary to carry out the project
 - f) Costs associated with bad debts, contingencies (money set aside for possible expenses), fines and penalties, interest, taxes (of any kind), and other financial costs including bank fees and charges and credit card debts
 - g) Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships
 - h) Projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status
 - i) Re-granting, contributions, and donations
 - j) Reimbursement of costs that are paid prior to the execution of the Grant Award Agreement or outside the dates stated in the grant award agreement
 - k) Also refer to Section 216.348, Florida Statutes, Fixed capital outlay grants and aids to certain nonprofit entities.
17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
18. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Teri Abstein, Division of Cultural Affairs, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Unrestricted Use and Access.** The Grantee must maintain Unrestricted Use of the land and buildings associated with the Cultural Facility for a minimum of 10 years following the Grant Award (Grant Award means the date on which the Grant Award Agreement is fully executed).
- a) **Lease of Land and Buildings.** If the land and buildings are leased, the Division may, from time to time, require certification from the Grantee or the property owner that the lease is in full force and effect, that it has not been modified or terminated, and that the Grantee is not in default of the lease (or in the case of an owner, documentation of ownership is required). Failure to provide such certification will constitute a default hereunder, which will give the Division the right to terminate this Agreement and demand the return of all or a part of any funds already delivered, and/or to withhold funds from subsequent grants.
 - b) **Retaining Ownership of Land and Buildings.** The owner of land and building(s) must retain ownership of the land and buildings, along with improvements made to the land and building(s), for at least 10 years following the Grant Award.
20. **Restrictive Covenant.** If the Grantee chooses to record a Restrictive Covenant and the facility ceases to be used as a "Cultural Facility" during

the ten (10) years following the Grant Award, the grant funds must be repaid to the Division according to the Restrictive Covenant Amortization Schedule (incorporated into this Agreement and attached as Attachment D).

21. **Surety Bond instead of a Restrictive Covenant.** If a Surety Bond is selected by the Grantee and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds must be repaid to the Division according to the Surety Bond Amortization Schedule (incorporated into this Agreement and attached as Attachment E).
22. **Historic Preservation Review.** If the facility that is being renovated with state funds is fifty (50) years old or older, then in accordance with Section 267.061(2)(a) and (b), *Florida Statutes*, the Grantee must submit information about the grant project to the Division of Historical Resources, Bureau of Historic Preservation ("Bureau"), so that it may determine whether the project has historic significance. Should the Bureau deem the facility to have historic significance, grant funds may only be released after the Bureau notifies the Division, in writing, that the Grantee has satisfied the Bureau's requirements. If the facility is not deemed to be of historic significance, grant funds will be released to Grantee in accordance with Section 5 of this Agreement.
23. **Fortuitous Finds.** In the event of unexpected discoveries during ground disturbing activities within the project area:
 - a) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section, at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization.
 - b) In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.
24. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment F for additional information regarding this requirement.
25. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of ten (10) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the ten-year period, the records shall be retained until the litigation, audit, or claim has been resolved. Retention period shall match the ten (10) year Restrictive Covenant or Surety Bond period.
26. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
27. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
28. **Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Cultural Affairs grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. (OCHIP) Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services.) Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.
29. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

30. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
31. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
32. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.
33. **Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the 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.
34. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.
35. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
36. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
37. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
38. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
39. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights,

duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

40. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
41. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
42. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Cultural Affairs.
43. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
44. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
45. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.
46. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
47. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
 - a. This Agreement
 - b. Project Description (Attachment A)
 - c. Legal Description of the Property (Attachment B)
 - d. Estimated Project Budget (Attachment C)
 - e. Recorded Restrictive Covenant and Amortization Schedule (Attachment D) or Issued Surety Bond and Amortization Schedule (Attachment E)
 - f. Single Audit Act Requirements and Exhibit I (Attachment F)
 - g. Schedule of Contract Values form (Appendix 1)

In acknowledgment of Grant Number 18.c.cf.300.307

provided for from funds appropriated in the FY 2018 General Appropriation Act in the amount of \$500,000, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Grantee:

Department of State:

By: _____

By: _____

Authorizing Official for the Grantee*

Sandy Shaughnessy, Division Director

Print name and title

Witness

Witness

Date

Date

ATTACHMENT A

Project Description

ATTACHMENT B

ATTACH LEGAL DESCRIPTION OF PROPERTY

ATTACHMENT C

Estimated Project Budget

Budget Category	Grants Funds	Cash Match	In Kind Match	Description
Masonry	\$85,000	\$115,000	\$0	construction of seating areas, stage, hardscape
Site Construction	\$130,000	\$270,000	\$0	Demo, Earthwork, Drainage, Utilities
Architectural Services	\$0	\$130,000	\$0	Design and Engineering of project
Finishes	\$20,000	\$80,000	\$0	Exterior finishes, stage/seating finishes
General Requirements	\$50,000	\$75,000	\$0	Gen. Conditions, Bond, Insurance & MOT
Electrical	\$75,000	\$135,000	\$0	Performance Lighting and Sound system, seating lighting, electrical wiring
Concrete	\$60,000	\$60,000	\$0	Seating areas/wall,promenade, stage base
Metals	\$30,000	\$70,000	\$0	Stage fac, railings, metal fixtures
Thermal and Moisture Protection	\$50,000	\$65,000	\$0	Stage Roofing
Totals:	\$500,000	\$1,000,000	\$0	

ATTACHMENT D

Restrictive Covenant Provisions and Amortization Schedule

1. If the Grantee chooses to record a Restrictive Covenant, the Grantee, and the property owner(s) (if the land or buildings or both are leased by the grantee), shall execute and file a Restrictive Covenant with the Clerk of the Circuit Court in the county where the property is located, prior to the date that the agreement is executed.
2. The Restrictive Covenant shall include the following provisions:
 - a) That the Restrictive Covenant shall run with title to the building(s) and the associated land and improvements funded by the grant, shall encumber them, and shall be binding upon the Grantee (and the owner(s), if different person(s), and the successors in interest), for (10) ten years from the Grant Award.
 - b) The owner(s) of the improvements made to the building(s) and associated land, funded in whole or in part by grant funds, must also execute the Restrictive Covenant.
 - c) The Grantee (and owners, if different persons) shall permit the Division to inspect the Cultural Facility and associated land at all reasonable times to determine whether the Grantee is in compliance with the Grant Award Agreement and the Restrictive Covenant.
 - d) The Grantee must maintain the building(s) as a "Cultural Facility." For the purposes of this program, a "Cultural Facility" is defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the foregoing for any of the cultural disciplines listed in Section 265.283(7), *Florida Statutes*. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - e) The Restrictive Covenant shall also contain the following amortization schedule for repayment of grant funds, should the Grantee or owners or their successors in interest violate the Restrictive Covenant.
 - a. If the violation occurs within five (5) years following the Grant Award, 100% of the grant amount;
 - b. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 80% of the grant amount;
 - c. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 65% of the grant amount;
 - d. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 50% of the grant amount;
 - e. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 35% of the grant amount; and
 - f. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.
 - f) Other provisions as agreed upon by the Division and the Grantee.

ATTACHMENT E

Surety Bond and Amortization Schedule

1. Any Grantee entering into a Grant Award Agreement with the Division for the acquisition, renovation, or construction of a Cultural Facility that chooses not to record a Restrictive Covenant must purchase a 10-year Surety Bond.
2. A certified copy of the Bond Agreement must be provided to the Division prior to the execution of the Grant Award Agreement.
3. The Bond Agreement must:
 - a) Provide that the facility described in Attachment A: Scope of Work, incorporated by reference in the Grant Award Agreement, will be used as a "Cultural Facility" for (10) ten years following the Grant Award; A Cultural Facility means a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the arts and cultural disciplines defined in s. 265.283(7), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - b) Be purchased from a surety insurer authorized to do business in the Florida as a Surety;
 - c) Provide that there will be a violation of the Bond Agreement if the facility ceases to be used as a "Cultural Facility" as required by Section 265.701(4), *Florida Statutes*, within 10 years following the Grant Award, and that the surety insurer must immediately repay funds to the Division, pursuant to the following amortization schedule:
 1. If the violation occurs within three (3) years following the Grant Award, 100% of the grant amount;
 2. If the violation occurs more than three (3) but less than four (4) years following the Grant Award, 80% of the grant amount;
 3. If the violation occurs more than four (4) but less than five (5) years following the Grant Award, 70% of the grant amount;
 4. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 60% of the grant amount;
 5. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 50% of the grant amount;
 6. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 40% of the grant amount;
 7. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 30% of the grant amount;
 8. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

ATTACHMENT F

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200.501 Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, 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 State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR 200.90, 200.64 & 200.70 as revised.

1. In the event that the recipient expends \$750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2CFR 200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, as revised, will meet the requirement of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
3. If the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200.501 is not required. In the event that the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200.501, 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). (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (l), *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 (for fiscal years ending after June 30, 2016), 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 Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State 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 State, 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) (d), *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 (for fiscal years ending after June 30, 2016), 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 ending after June 30, 2016 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 nonstate 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).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.fldfs.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) <http://www.leg.state.fl.us/>

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General

Florida Department of State

R. A. Gray Building, Room 114A

500 South Bronough St.

Tallahassee, FL 32399-0250
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse

Bureau of the Census

1201 East 10th Street

Jeffersonville, IN47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General

Florida Department of State

R.A. Gray Building, Room 114A

500 South Bronough St.

Tallahassee, FL 32399-0250
 - B. The Auditor General's Office at the following address:

-

Auditor General's Office

Room 401, Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Cultural Facilities Grants; CSFA Number 45.014. Award Amount: \$500,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

APPENDIX 1

Schedule of Contract Values

(This form must be completed by the Contractor for the Project.)

PROJECT NAME:							APPLICATION NO:		
PROJECT #:							APPLICATION DATE:		
CONTRACTOR:							PERIOD TO:		
							PERCENT COMPLETE TO DATE:		
A	B	C	D	E	F	G	H	I	J
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO.		VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	(IF VARIABLE
			APPLICATION		STORED	AND STORED		(C - G)	RATE)
			(D + E)		(NOT IN	TO DATE			
					D OR E)	(D+E+F)			
	(Fill in & break down contract values)								
	(Add any change order(s) descriptions)								
	GRAND TOTALS	\$0	\$0	\$0	\$0	\$0	0%	\$0	\$0

Contract Manager: Minimum performance requirements successfully completed and approved by:
 _____ Date: __/__/__



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 14, 2017		
Agenda Item Name		
State of Florida Department of Environmental Protection Grant Agreement		
Requested Action		
Request approval of grant agreement between State of Florida Department of Environmental Protection Recreational Trails Program (grant #T1713) and the City of Clermont in the amount of \$200,000 for the Victory Pointe Project.		
Staff Report		
In 2015 the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years. The 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 the creation of this regional utility stormwater pond that would polish the storm runoff before reaching the lake and also would free up lakefront land for park and amenity development. Staff recommends approval of a grant agreement between State of Florida Department of Environmental Protection Recreational Trails Program and the City of Clermont in the amount of \$200,000 for the Victory Pointe Project.		
Additional Analysis		
Fiscal Impact Summary		
Grant is not included in the current year budget. Will include in the FY 2018 Quarter 1 Budget Amendment Resolution scheduled for December 12.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RTP Grant Agreement No.T1713 DEP Agreement.T1713.Final.pdf		

DEP AGREEMENT NO. T1713

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECREATIONAL TRAILS PROGRAM
AGREEMENT FOR FISCAL YEAR 2016-2017
NONMOTORIZED SINGLE USE TRAIL**

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 St., Clermont, Florida 34771** (hereinafter referred to as “Grantee”), a **local government**, in furtherance of an approved public recreational trail project known as **West Lake Wetlands**, Project Number **T17013** (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” are used interchangeably.

WHEREAS, the Department is authorized to administer the Recreational Trails Program (RTP) in accordance with 23 United States Code (U.S.C.) § 206 and Section 260.016(1)(g), F.S.; and,

WHEREAS, the Department received federal financial assistance from the U.S. Federal Highway Administration (FHWA) pursuant to Federal-Aid Project Agreement No. RECT017 for the purposes of administering RTP funds for recreational trail projects; and,

WHEREAS, pursuant to Chapter 62S-2, Florida Administrative Code (F.A.C.), as recommended by the RTP Advisory Committee’s Priority List and with final approval by the FHWA, the Grantee is a subrecipient of the RTP 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 260.016, F.S. and Chapter 62S-2, F.A.C., the Parties agree as follows:

1. TERMS OF AGREEMENT:

The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and additionally described in **Attachment A, Project Work Plan**, including all attachments, guidelines, forms, and exhibits that 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 <http://www.dep.state.fl.us/gwt/grants/> or by contacting the Department’s Grant Manager.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and shall complete all responsibilities listed on the Commencement Documentation Checklist, OGT-11, incorporated herein by reference. Upon approval by the Department, the Department will issue a written “Notice to Proceed” to the Grantee to commence the Project. The Grantee shall commence Task Performance within ninety (90) days after the “Notice to Proceed” is issued by the Department, unless the Grantee requests an extension in writing for good cause such as natural disaster. The Department may accept or reject the requested extension in its sole discretion.

The Department shall terminate this Project Agreement if the Commencement Documentation is not received and approved by the Department within twelve (12) months of this Project Agreement’s execution. This time

period may be extended by the Department for good cause, such as natural disaster pursuant to subparagraph 62S-2.075(7)(d)3, F.A.C. Until the Department issues the "Notice to Proceed" 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 that were incurred prior to the "Notice to Proceed," except for Pre-Agreement Expenses as more fully described in Subsection 62S-2.070(28), F.A.C.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both Parties and, unless extended, shall remain in effect no longer than two 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 limited to two (2) one-year extensions, each of which will require a formal Amendment to this Agreement. All funds not disbursed after four (4) years shall revert to FHWA pursuant to paragraph 62S-2.075(7)(a), F.A.C. The Grantee shall be entitled to reimbursement of eligible Pre-Agreement Expenses for expenses incurred on or after July 1, 2017, 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 costs pursuant to RTP 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 RTP program and, rules and regulations applicable to expenditures of state funds, hereby adopted and incorporated by reference.

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of \$200,000 towards the total estimated project cost of \$400,000. The Parties hereto understand and agree that this Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$200,000 through cash or in-kind service costs towards the Project funded under this Agreement. The Grantee will report all expenditures that are funded under this Agreement to the Department in the Payment Request Summary Form, DRP-115, incorporated herein by reference, and provide supporting documentation. RTP funds remaining after termination of a grant award or completion of Project shall revert to the State's program funds under the provisions of the federal Transportation Equity Act for the 21st Century (TEA-21) and subsection 62S-2.075(6), F.A.C. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement when task timelines within the current authorized Agreement period change, or when the cumulative transfer of funds between approved budget categories, as defined in Paragraph 3.E., are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual written agreement of both Parties.
 - ii. A formal Amendment to this Agreement is required for changes that 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; or when changes to the cumulative amount of funding transfers between approved budget categories, as defined in Paragraph 3.E., exceed or are expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual written agreement of both Parties.

- 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 Payment Request Summary Form, DRP-115. To be eligible for reimbursement, costs must comply with the 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 sixty (60) calendar days following to the completion date of the Agreement, to assure the availability of funds for payment.
- D. Project Costs, Pre-Agreement Expenses and Cost Limits:
- i. Project Costs shall be reimbursed pursuant to paragraph 62S-2.075(3)(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 62S-2.070(28), F.A.C., means expenses incurred by a Grantee for accomplishment of an eligible RTP 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 62S-2.075(3)(b), F.A.C., allow for Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees as eligible Project Costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
- 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 B, Contract Payment Requirements**. The Payment Request Summary Form, DRP-115, 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 in 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 that 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. Equipment, as defined in Rule 62S-2.070, F.A.C., 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, and 2 CFR 200. 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 \$5,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is governed by Paragraph 24 of this Agreement.
- vi. 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/; allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200 and 2 CFR 1201, 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. 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

- I. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source, 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 the payments are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

- J. 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 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
- K. If the total cost of the Project exceeds the grant amount, and/or the required match, as applicable, the Grantee must pay the excess cost.

4. ANNUAL APPROPRIATION:

The Department's performance and obligation to award program grants are contingent upon an annual allocation by the FHWA and/or appropriation by the Florida Legislature. The Department shall distribute RTP funds as reimbursement grants to applicants eligible pursuant to subsection 62S-2.071(1), F.A.C. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if federal funding and/or Florida Legislative appropriations are reduced or eliminated.

5. REPORTS:

- A. The Grantee shall utilize the Project Status Report, DRP-109, incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, 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 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.
- B. If the direct and/or indirect purchase of equipment is authorized under paragraph 24 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 until the Project has been completed and approved by the Department. Upon completion of the Project and prior to the release of the final payment, the Grantee shall complete and submit all documentation described in the Project Completion Documentation Checklist, incorporated herein by reference, pursuant to RTP requirements as set forth in subsection 62S-2.075(5), F.A.C., in order for the Grantee to receive the retained ten percent (10%).

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 a Project Completion Certificate, OGT-14, effective

date May 1, 2001, available online at <http://www.dep.state.fl.us/gwt/grants/>, and hereby incorporated 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. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third-party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

10. REMEDIES/FINANCIAL CONSEQUENCES:

- A. No payment will be made for fees, costs, general expenses of any kind and any other costs associated with Deliverable completed or incurred prior to Grantee receiving a Department issued "Notice to Proceed." No payment will be made for Deliverable 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 62S-2, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest) 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 RTP until such time as compliance has been obtained pursuant to subsection 62S-2.076(4).

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 United States Department of Transportation (U.S. DOT), the FHWA, U.S. DOT Office of Inspector General, the Comptroller General of the United States, the Department of Environmental Protection, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is sub-granted or subcontracted, the Grantee shall similarly require each sub-grantee and 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 C, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment C** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment that authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager listed in Paragraph 20 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 C, 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.E. 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. 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 procurement threshold amounts, which are provided in Paragraph 3.G., of this Agreement.
- C. 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.

14. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

- B. For any competitive solicitation that meets the criteria in Paragraph 14.A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph 14.A.
- C. Funding through the Recreational Trails Program does not constitute “state appropriated funds” for purposes of determining the applicability of Section 255.0991, F.S.

15. PROHIBITED GOVERNMENTAL ACTIONS FOR PUBLIC WORKS PROJECTS:

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- A. “Political subdivision” means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- B. “Public works project” means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- C. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
 - i. Pay employees a predetermined amount of wages or prescribe any wage rate;
 - ii. Provide employees a specified type, amount, or rate of employee benefits;
 - iii. Control, limit, or expand staffing; or
 - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- D. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- E. Funding through the Recreational Trails Program does not constitute “state appropriated funds” for purposes of determining the applicability of Section 255.0992, F.S.
- F. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

16. **SIGNAGE:**

The Grantee must erect a permanent information sign on the Project site that credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Recreational Trails Program. The sign must be made of appropriate materials that will be durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the final Project reimbursement request is processed.

17. **LOBBYING PROHIBITION:**

The Grantee agrees to comply with, and include in subcontracts and sub-grants, 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 sub-grant) 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 sub-grant), 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 D, 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.

18. COMPLIANCE WITH LAW:

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.

19. 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. All notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 20.

20. CONTACTS:

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

Pamela Lister 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	
Telephone No.:	(850) 245-2065
Fax No.:	N/A
E-mail Address:	Pamela.Lister@dep.state.fl.us

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

James Kinzler or Successor	
Assistant City Manager	
City of Clermont	
685 W. Montrose St	
Clermont, Florida 34771	
Telephone No.:	352-241-7339
Fax No.:	352-394-4807
E-mail Address:	jkinzler@clermontfl.gov

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

21. INSURANCE:

- A. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida.

Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

i. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.

ii. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

iii. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits 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.

Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker'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/dllhc/lcontac.htm>) or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described above. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

C. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

- E. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performing any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after cancellation of the coverage.

22. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required under this Agreement. As required by 2 CFR § 200.112, the FHWA has established a Conflict of Interest (COI) policy for disclosure of conflicts of interest that may affect FHWA financial assistance awards. The COI policy is available at the following website and is applicable to individuals and non-Federal entities requesting and receiving FHWA financial assistance on or after December 26, 2014: <http://www.fhwa.dot.gov/aaa/generaltermsconditions.cfm>

23. 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.

24. EQUIPMENT:

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

25. QUALITY ASSURANCE REQUIREMENTS:

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's compliance with all pertinent federal environmental laws. The Grantee's compliance with the Florida Department of Transportation's Project Development and Environmental Manual (PD&E Manual), hereby incorporated by reference, constitutes compliance with NEPA standards as more fully implemented pursuant to subsection 62S-2.074(1), F.A.C.

26. 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. In accordance with FHWA requirements (49 CFR § 26.13), the Grantee, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Grantee to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Department deems appropriate, which may include, but is not limited to:

- i. Withholding monthly progress payments;
 - ii. Assessing sanctions;
 - iii. Liquidated damages; and/or
 - iv. Disqualifying the Grantee from future bidding as non-responsible.
- B. Facilities or programs funded in whole or in part by RTP funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition.
- C. 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.
- D. 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.

27. LAND ACQUISITION:

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

28. SITE DEDICATION:

- A. The Grantee agrees to dedicate for ninety-nine (99) years the Project Site(s) and all land within the Project boundaries, which is developed or acquired with RTP funds, as an outdoor recreational area for the use and benefit of the general public in accordance with Rule 62S-2.076, F.A.C. Land under control other than by ownership of the Grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum of twenty-five (25) years from the Project completion date as set forth in the Project Completion Certificate. The lease must not be revocable at will; must extend for twenty-five (25) years after Project completion date; and must contain a clause which enables the Grantee to dedicate the land for the twenty-five (25) year period. The dedication must be recorded in the public property records by the Grantee, or in the case of a nonprofit Grantee, by the land owner. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida. The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. The Grantee shall obtain Department approval prior to any and all current or future development of facilities on the Project Site(s), which is defined in subsection 62S-2.070(37), F.A.C. This Agreement is not transferable.
- B. Should the Grantee's interest and/or right to the land referenced herein change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of such change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

29. **DEBARMENT/SUSPENSION:**

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 CFR 180 and 1200), issued by the President of the United States, the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by FHWA to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

30. **COPYRIGHT, PATENT AND TRADEMARK:**

- A. The FHWA and the Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:
- i. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant.
 - ii. Any right or copyright to which a grantee, sub-grantee, or a contractor purchases ownership with grant support.
 - iii. All patent rights, copyrights and data rights must be in accordance with 37 CFR Part 401 and 35 U.S.C. § 200-12, as applicable.
- B. An acknowledgement of FHWA support and a disclaimer must appear in any publication of any material whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the Federal Highway Administration under Agreement No. RECT017.”

All materials must also contain the following:

“Any opinion, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Highway Administration.”

31. **CONTRACT PROVISIONS AND REGULATIONS:**

The Grantee agrees to comply with, and include in subcontracts and sub-grants, the provisions contained in both **Attachment E, Federal Contract Provisions**, and **Attachment F, Required Contract Provisions, FHWA-1273**, both attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment G, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

32. **PHYSICAL ACCESS AND INSPECTION:**

Department personnel shall be given access to and may observe and inspect work being performed under this Agreement with reasonable notice and during normal business hours, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

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

33. PUBLIC RECORDS REQUIREMENTS:

- A. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of service under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from Section 24(a) of Article I of the Florida Constitution or Section 119.07(1), F.S.
- B. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.
- C. For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in Section 119.0701(1)(a), F.S., the following requirements apply:
 - i. Keep and maintain Public Records required by the Department to perform the service.
 - ii. Upon request, provide the Department with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under Section 119.10, F.S.
 - iv. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
 - v. Upon completion of the contract, transfer, at no cost to Department, all Public Records in possession of contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

D. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS

**RELATING TO THE CONTRACT, CONTACT THE
DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public
Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

34. SCRUTINIZED COMPANIES:

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.

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
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Disclosure of Lobbying Activities (2 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Federal Contract Provisions (7 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Required Contract Provisions, FHWA-1273 (11 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Regulations (1 Page)</u>

ATTACHMENT A
PROJECT WORK PLAN
RECREATIONAL TRAILS PROGRAM (RTP)

Project Name: West Lake Wetlands

Grantee Name: City of Clermont

RTP Project # T17013

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the RTP Application Evaluation Criteria, pursuant to Chapter 62S-2, Florida Administrative Code (F.A.C.) and the FHWA Recreational Trails Program Interim Guidance Manual. Any alteration(s) to the Project Element(s) as defined in the Project Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the RTP Advisory Committee's 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 laws, rules and guidance including, but not limited to: local, state and federal laws, the approved Project plans, all required permits, the Florida Building Code and, as applicable, the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook"). Prior to the Department issuing a "Notice to Proceed" 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 paragraph 62S-2.075(7)(e), 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 and is a Nonmotorized Single Use

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum grant award amount outlined below. Required match will be provided by cash or in-kind services and shall be supported by the same level of detail for match as for reimbursement. The total estimated Project cost provided below is based on the approved RTP Application. A detailed project cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Proceed". All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000
Required Grantee Match Amount:	\$200,000
Total estimated Project Cost:	\$400,000
Match Ratio:	50:50

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
TASK 1 1. Development of Commencement Documentation Checklist (OGT-11) ² , which includes: 1.a. Boundary Map with legal description;	DELIVERABLE 1 The Department will issue "Notice to Proceed" upon receipt and approval of:	180 calendar days after Execution of Agreement ³	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

1.b. Site Plan; 1.c. List of Facilities to be Constructed; 1.d. Pre-Construction Certification (OGT-12) and; 1.e. Grant Project PD&E Data Sheet (OGT-15); 1.f. List of Equipment and Expected Costs (if equipment purchase is authorized); 1.g. Proposed Five Year Work Plan (if equipment purchase is authorized); and 1.h. A Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)	1.A. All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (OGT-11) 1.B. Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s) Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not to exceed fifteen percent (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below.		
TASK 2 Construction of 8' x 1800 LF (+/- 10%) multi-surface trail to include boardwalks over wetland areas; purchase and installation of interpretive signage.	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. All applicable Project specific Completion documentation listed on Project Completion Documentation Checklist (OGT-13) 2.B. Final Status Report The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to Paragraph 3.A. of the Agreement that are directly related to the successful completion of construction and/or development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the payment request will be retained until the Project is designated complete by the Department.	Due 60 calendar days prior to the expiration of this Agreement.	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 Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the Recreation Trails Program (RTP); approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certification and the Deliverables, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Project Deliverables, the Grantee may submit a **single payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), 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. RTP documentation is available at <http://www.dep.state.fl.us/gwt/grants/> and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, M.S. 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 12 months of the Project Agreement execution.
3. This time period may be extended within the parameters of the RTP and/or FHWA federal guidelines, upon written request of the Grantee and approval by the Department.

ATTACHMENT B

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 unit's 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 C

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR § 200.512.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

By Mail:

Audit Director

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

Audit Director

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

PART V: RECORD RETENTION

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Transportation – Federal Highway Administration	20.219	Recreational Trails Program	\$200,000	

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	
--	--	--	--	-------------	-----------	--

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 D

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)	

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, sub-grants 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 E

Federal Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **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. Sections 200 through 212. Pursuant to the Bayh-Dole Act (set forth in 35 U.S.C. § 200 through 212), Federal Highway Administration (FHWA) retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov>. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at <http://iEdison.gov>. FHWA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property “developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories.”
2. **Copyrighted Material and Data** - In accordance with 2 CFR § 200.315 and 23 CFR § 420.121, FHWA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world (37 CFR § 401.14).
3. **Clean Air Act (42 U.S.C. 7401 et seq.), Clean Water Act (33 U.S.C. 1368), E.O. 11738, the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.) and Environmental Protection Agency Standards** - Contracts and sub-grants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), Clean Water Act (33 U.S.C. 1368), E.O. 11738, the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Environmental Protection Agency regulations (40 CFR Part 15). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
4. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex, race, color, and national origin, including E.O. 12898 “*Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*” and EO 13166 “*Improving Access to Services for Person with Limited English Proficiency (LEP)*”; (b)

- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination against persons with disabilities; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) if an education program is conducted under this agreement, Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities; (i) any other nondiscrimination provisions in the specific statute(s) made; and, (j) the requirements of any other nondiscrimination statute(s) that may apply;
6. **Compliance with Title VI of the Civil Rights Act** – The United States Department of Justice under Executive Order 12250 (“*Leadership and Coordination of Nondiscrimination Laws*”) has been directed to ensure the consistent and effective implementation of Title VI and other Nondiscrimination requirements (including Environmental Justice and Limited English Proficiency) by prohibiting discriminatory practices in Federal programs and programs receiving federal financial assistance. Under the USDOJ’s Civil Rights Division, the *Federal Compliance and Coordination Section* (FCS) is responsible for providing assistance and oversight to the Civil Rights Offices of federal Agencies. The USDOJ’s FCS has the following responsibilities: Development of Guidance Documents; Offer two-day Title VI Training Course; Provide Technical Assistance; Exercises Clearance Authority (review and clear certain federal agency documents); Referrals for Litigation; Reviews Implementation Plans; Coordination and Clearinghouse. Upon request, FHWA submits EO 12250 Reports detailing statistical data from Title VI/EJ/LEP and Section 504/ADA Programs regarding such topics as Complaints, Pre- & Post- Awards, Technical Assistance, Training, and Compliance/Monitoring Efforts.
 7. **Electronic and Information Technology Accessibility** – Recipients are subject to the program accessibility provisions of Sections 504 and 508 of the Rehabilitation Act, codified in 40 CFR § 7, which included an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”). Section 508 of the Rehabilitation Act states that all electronic products produced by Government agencies must be accessible to persons with disabilities, including those persons with vision, hearing, cognitive, and mobility impairments. The Paper Reduction Act and FHWA require that printed publications must be available in electronic format; final printed documents must provide minimum 508 Compliance requirements. Section 508 affects **all** communication products published by FHWA in print or electronic format. All FHWA publications must conform to the requirements outlined in [Section 508 of the Rehabilitation Act](#) and the U.S. General Services Administration (GSA) Federal IT Accessibility Initiative (www.section508.gov). All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. See www.access-board.gov/508.htm for more information about Section 508 guidelines. This information should be attached to all statement of work and contracts for preparing publications, web sites, multimedia presentation, and other electronic communication products. While Section 508 currently does not apply to one-time purchases of \$2,500 or less, compliance with applicable accessibility standards is strongly encouraged.
 8. **Tangible Personal Property** - Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

9. **Hotel-Motel Fire Safety** - Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).
10. **Drug-Free Workplace** - Recipients organization of Department of Transportation (DOT), FHWA assistance must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 49 CFR Part 32 Subpart B. 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.
11. **Resource Conservation and Recovery Act (RCRA)** - Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.
12. **Compliance with 23 U.S.C. 112(a)** which directs the Secretary of Transportation to require recipients of highway construction grants to use bidding methods that are “effective in securing competition.” Detailed construction contracting procedures are contained in 23 CFR Part 635, Subpart A.
13. **Compliance with Section 3(a)(2)(C) of the Urban Mass Transportation Act of 1964, as amended (P.L. 88-365)**, prohibiting the use of grant or loan funds to support procurements utilizing exclusionary methods.
14. **Compliance with Section 105(f) of the Surface Transportation Assistance Act of 1982, Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR Part 28** imposing requirements for the participation of disadvantaged business enterprises.
15. **Section 308 of the Surface Transportation Assistance Act of 1982 and 49 U.S.C. 1068(b)(2)**, authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate. 23 U.S.C. 112(b) provides for an exemption to the competitive bidding requirements for highway construction contracts in an emergency situation.
16. **23 U.S.C. 112** requires concurrence by the Secretary of Transportation before highway construction contract can be awarded, except for projects authorized under the provisions of 23 U.S.C. 171.
17. **23 U.S.C. 112(e)** requires standardized contract clauses concerning site conditions, suspension or work, and material changes in the scope of the work for highway construction contracts.
18. **23 U.S.C. 140(b)** authorizes the preferential employment of Indians on Indian Reservation road projects and contracts.
19. **Compliance with 49 CFR § 18.36(t)** - Federal Highway Administration (FHWA) Urban Mass Transportation Administration (UMTA), and the Federal Aviation Administration (FAA) grantees and sub-grantees shall extend the use of qualifications-based (e.g., architectural and engineering services) contract collection procedures to certain other related areas and shall award such contracts in the same manner as Federal contracts for architectural and engineering services are negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, or equivalent State (or airport sponsor for FAA) qualifications-based requirements. For FHWA and UMTA programs, this provision applies except to the extent that a State adopts or has adopted by statute a formal procedure for the procurement of such services.

20. **American Iron and Steel (Compliance with P.L. 113-76) – The Consolidated Appropriations Act of 2014 ([Public Law 113-76](#))** includes an American Iron and Steel (AIS) requirement. “Buy America” provisions apply to steel and iron used in a “Federal-aid highway construction project”. Based on the definitions of “construction” in 23 U.S.C. § 101 (“all expenses incidental to the construction or reconstruction of a highway” ...) and “project” (“an undertaking”), the Buy America provisions will not apply to most RTP projects. Except for the following: (a) if a trail project uses steel I-beams for a bridge, “Buy America” might apply, but there is a threshold exemption – 0.1 percent of the contract or \$2,500, whichever is greater (23 CFR § 635.410(b)(4); (b) trail grooming and maintenance equipment are not included in the “Buy America” requirement, because trail equipment is not a “construction project” and is not permanently incorporated into the final project; and (c) trail signs might be considered part of a project but the costs for the signs would have to exceed the \$2,500 threshold.
21. **Section 165 of the Surface Transportation Assistance Act of 1982 (49 U.S.C. 1601), Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR Parts 660 and 661** impose “Buy America” provisions on the procurement of foreign products and materials.
22. **Fly America Act (Compliance with 49 U.S.C. 40118)** – includes air travel and cargo transportation services requirements. All air travel and cargo transportation services funded with Federal financial assistance are required to use United States flag carrier airlines. The only exception to this requirement is transportation provided under a bilateral or multilateral air transport agreement, to which the U.S. Government and the government of a foreign country are parties, and which the Department of Transportation has determined meet the requirements of the Fly America Act.
23. **Compliance with 46 U.S.C. 1241(b)(1) and 46 CFR Part 381** – imposes cargo preference requirements on the shipment of foreign made goods.
24. **Compliance, if applicable, with 23 U.S.C. 114(b) – Convict Labor and Convict Produced Materials)** Federal law prohibits the use of convict labor for construction projects within the right-of-way of a Federal-aid highway. Under title 23, all public roads are “Federal-aid highways”, except those that are functionally classified as local roads or rural minor collectors. Therefore, if an RTP project is within the right-of-way of a Federal-aid highway, convict labor shall not be used. If an RTP project is not within the right-of-way of a Federal-aid highway, then 23 U.S.C. 114 (b) does not apply, and the State may use its State procedures with regard to convict labor. RTP funds may be used to pay for construction costs incurred by convict labor for projects which are not within the right-of-way of a Federal highway. In determining the value of convict labor, States should note that the value of paid labor may not exceed the actual cost incurred by the State of local government agency. Convict labor is not volunteer labor or donated labor (which may be valued at fair market value).
25. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
26. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
27. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
28. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in

- floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) protection of coastal barriers under the Coastal Barrier Resources Act of 1982 (P.L. 97-348); (j) protection and conservation of wildlife resources under the Fish and Wildlife Coordination Act (16 U.S.C. 661-666c); (k) protection and conservation of migratory bird species under the Migratory Board Treaty Act (16 U.S.C. 703-712); (l) protection and conservation of fishery resources under the Magnuson Stevens Fisher Conservation and Management Act (16 U.S.C. 1801-1882); (m) protection of chemical, physical, and biological integrity of the Nation's waters under Section 404 of the Clean Water Act (33 U.S.C. § 1251 et seq. (1972)); (n) if applicable, application of the requirements set forth under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.); (o) implementation of measures to minimize pollution impacts during project activities pursuant E.O. 12088; and (p) implementation of guidelines to identify and address the effects of noise on public health under the Noise Control Act of 1972, as amended (42 U.S.C. 4901 et seq.); (q) prevention of the spread of invasive plant species under E.O. 13112; (r) protection of trail corridors and trail opportunities pursuant to E.O. 13195; and, (s) preservation of farmland under the Farmland Protection Policy Act (7 CFR Part 658).
29. **Compliance with E.O. 12898** related to the fair treatment and meaningful involvement of all people regardless of race, color, national origin or income with respect to the development, implementation, and enforcement of environmental laws, regulations and policies.
 30. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
 31. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
 32. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 33. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
 34. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 35. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 36. **Compliance with Geospatial Data Standards** must be met by the Grantee under this Agreement. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.
 37. **Compliance with Nutrient Management Plans for Animal Feeding Operations** is required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and 9) addresses rate and timing of land application of manure and wastewater.
 38. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g).

39. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.
40. **41 USC § 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:** This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.
- (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
41. **Restrictions on Internal Confidentiality Agreements (U.S. DOT, FHWA General Terms and Conditions for Assistance Awards, Effective Date: March 6, 2015):** The Recipient shall not require employees or subrecipients to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subrecipients from reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information
42. **Financial Assistance Policy to Ban Text Messaging While Driving (75 Federal Register 60266, as amended and E.O. 13513):**
- (a) Definitions. As used in this clause –
- “Driving” – Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.
- “Text Messaging” – Means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.
- (b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.
- (c) The Applicant should –
- i. Adopt and enforce policies that ban text messaging while driving – (i) Company-owned or –rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

- ii. Conduct initiatives in a manner commensurate with the size of the business, such as – (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (d) Sub-agreements/sub-contracts. The Applicant shall insert the substance of this clause, including this paragraph (d), in all sub-agreement/sub-contracts that exceed the micro-purchase threshold (\$3,000 per 2 CFR § 200.67, set by 48 CFR Subpart 2.1).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT F

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

V. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VI. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.
 - b. 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT G

REGULATIONS

Formal regulations concerning administrative procedures for U.S. Department of Transportation (DOT) grants appear in Title 49 of the Code of Federal Regulations (CFR) and 2 CFR Parts 1200 and 1201. The following list contains regulations and Office of Management and Budget Guidance which may apply to the work performed under this Agreement.	
Subchapter A - General	
49 CFR 24	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
49 CFR 27	Nondiscrimination on the basis of disability in programs or activities receiving Federal financial assistance
49 CFR 17	Intergovernmental review of DOT programs and activities
49 CFR 20	New restrictions on lobbying
49 CFR 32	Government-wide requirements for drug-free workplace (Financial Assistance)
Other Federal Regulations	
2 CFR 200 and 1201	Uniform administrative requirements, cost principles, and audit requirements for Federal awards
2 CFR 1200	Nonprocurement Suspension and Debarment
48 CFR 31	Contract Cost Principles and Procedures
Office of Management and Budget Guidance	
2 CFR Part 200	Uniform administrative requirements, cost principles, and audit requirements for Federal awards (State, Local and Indian Tribal Governments; Educational Institutes; Private Non-Profit Organization other than (1) institute of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200 Appendix VIII
48 CFR Part 31	Contract Cost Principles and Procedures (For Profit Organization)
2 CFR Part 200, Subpart F	Audit Requirements
Accounting Standards	
Governmental Entities	Subject to accounting standards established by the Government Accounting Standards Board (GASB)
Private Sector or Individuals	Subject to generally accepted accounting principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA), as applicable



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 14, 2017		
Agenda Item Name		
Proposal Award		
Requested Action		
Recommend to approve contract between the City of Clermont and Magellan Advisors, LLC. to provide telecommunication consultant services.		
Staff Report		
The evaluation committee recommends approval of the above action. The Information Technology department contacted the Purchasing Department to determine the most cost effective manner to acquire the services of a telecommunication consultant firm. The Purchasing Department issued a Request for Proposal (RFP) number 18-001 on August 31, 2017 to obtain the services of a qualified firm. The RFP was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were six (6) responses to the RFP. An evaluation committee composed of four (4) City staff members (three voting members and one non-voting member) reviewed, scored and ranked the proposals. Magellan Advisors, LLC. was the top ranked firm selected for their qualifications, knowledge and experience in telecommunication. The telecommunications services include, but not limited to, network design, system analysis, needs assessments, business case analysis, broadband planning, IT/IS strategy and assessments, network/broadband infrastructure design, project construction management, and related telecommunications business strategy and management. The Purchasing Director entered into negotiations with the top ranked firm, Magellan Advisors, LLC., which resulted in a task base consultant services agreement based on the proposed hourly rates. Each task order will be evaluated and negotiated on an as-need basis. Task orders over \$50,000 will require council approval. The award recommendation is being made to the most qualified respondent Magellan Advisors, LLC.		
Additional Analysis		
Fiscal Impact Summary		
Funds are available in the current year budget for this contract.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFP 18-001 Response Tabulation	RFP 18-001 Response Tabulation.pdf	
2. RFP 18-001 Evaluation Summary	RFP 18-001 Evaluation Summary.pdf	

3. RFP 18-001 Award Recommendation

RFP 18-001 Award Recommendation.pdf



RESPONSE TABULATION

RFP 18-001, TELECOMMUNICATION CONSULTANT SERVICES

DUE DATE/TIME: OCTOBER 12, 2017 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDA 1	1-ORIGINAL, 3-COPIES
Precision Contracting Services, Inc. – Jupiter, FL	Y	Y
Foresite Group, Inc. – Peachtree Corners, GA	Y	Y
Waterleaf International, LLC. – Fort Myers, FL	Y	N
Cyber Security Practitioners, Inc. – Jacksonville, FL	N	Y
Magellan Advisors, LLC. – Denver, CO	Y	Y
Elert & Associates Networking Division, Inc. – Clearwater Beach, FL	Y	Y



City of Clermont Evaluation Summary

RFP No. 18-001 PROJECT TITLE: Telecommunication Consultant Services

Meeting Location and Time:

October 25, 2017 at 2:00 PM 2nd Floor Conference Room

Evaluation Committee Members:

Don Dennis	Information Technology Director
Tom Philbrick	Information Technology Manager
Shannon Schmidt	Economic Development Director
Freddy Suarez	Purchasing Director (non-voting member)

	Points Received	Points Received	Points Received	Total Points	Ranking
Precision Contracting	139	78	54	271	4
Foresite Group	226	84	67	377	2
Waterleaf International	120	53	31	204	6
Cyber Security	130	64	45	239	5
Magellan Advisors	249	98	100	447	1
Elert & Associates	173	90	85	348	3

Notes:

The evaluation committee chose to rank the firms according to the total points received during their evaluation. There will be no informal presentations. The Purchasing Director will proceed to negotiate a contract with the number one ranked firm.



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
OCTOBER 27, 2017
RFP 18-001 – TELECOMMUNICATION CONSULTANT SERVICES

Based on the evaluation of the Request for Proposals submittals, the Evaluation Committee is recommending award to Magellan Advisors, LLC.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 14, 2017		
Agenda Item Name		
Compensation and Classification Study		
Requested Action		
Recommend to approve the adoption of a new pay plan and transition all current employees onto the new plan utilizing the 30-year parity implementation strategy effective November 27, 2017.		
Staff Report		
The City, utilizing the services of Evergreen Solutions, LLC, conducted a compensation and classification study of all general (non-union) positions. The purpose of the study was to determine if the City's compensation is externally competitive and internally equitable and if positions are properly classified compared to other entities in Central Florida. The survey process included an assessment of the City's current pay plan, review of all classifications, collection of internal data including employee participation through the completion of a job assessment tool (JAT), supervisor review of the JATs and management feedback, and analysis of external market data collected from potentially competitive entities (public and private, as deemed appropriate). Evergreen Solutions recommends the implementation of a new pay plan structure with all classifications (including directors) assigned to a new salary grade. Subsequent to the adoption of the new pay plan, Evergreen Solutions recommends the re-alignment of all current general employee salaries utilizing a 30-year classification parity implementation strategy which is based on how long the employee has been in their current classification/position with the City. If an employee's current salary exceeds the 30-year parity projected salary, no adjustment is made and no salary is lowered. Of the 215 employees/positions included in the study, 101 employees will receive varying hourly pay increases totaling \$177,976 (as of 11/07/17) for the remaining Fiscal Year 2018 budget. If approved, any hourly pay increases will be reflected in the December 15 paychecks. The Fiscal Year 2018 budget can support the implementation of these changes with no additional funding. The Compensation and Classification Study document will be distributed at the City Council meeting on November 14, 2017.		
Additional Analysis		
Fiscal Impact Summary		
The Fiscal Year 2018 impact to implement these changes with an effective date of 11/27/2017 is \$177,976 (as of 11/07/17). This amount includes FICA and pension. The Fiscal Year 2018 budget can support the implementation of these changes.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 14, 2017		
Agenda Item Name		
Event and Open Container Request		
Requested Action		
Recommend to approve Celebration of Heroes to have open container for their "Celebration of Heroes" event on March 3, 2018 at Waterfront Park		
Staff Report		
Celebration of Heroes is requesting to have a designated open container area at Waterfront Park on March 3, 2018 from 12:00 PM to 5:00 PM for their "Celebration of Heroes" event. The organization's open container area consists of a fenced in area at Waterfront Park on the East side of the band shell. Please see attached map for specific location. The organization will be using Beef O'Brady's as their licensed caterer. They have agreed to the proper number of police, medical, and staff as directed.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Celebration of Heroes Celebration of Heroes Council Packet.pdf		



cust 16376
invoice 3908

APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date

7/21/17

Name of Event

Celebration of Heroes

Date(s) of Event

March 3, 2018

Estimated Attendance:

500

Event Start Time:

12:00 AM

Event End Time:

5:00

Before Event Setup Time:

10 AM

After Event Cleanup Time:

6 PM

Name of Organization/Applicant

Celebration of Heroes

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization

☐

Resident

☐

Non Resident

☒

Non-Profit

☐

Business

Non-Profit documentation must be provided with application.

Tax Exempt

☒

Yes

☐

No

If yes, provide Tax Exempt #

26053488002246

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License #

81-1025684

Event Contact

Susan Sawndes

Email

celebratetheheroes@gmail.com

Day Phone

Cell Phone

321 229 9109

Address

10853 Arrowtree Blvd

City

Clermont

State

FL

Zip

34715

Secondary Contact

Phone #

Briefly Describe Event:

Celebrate & honor all first responders - Police - Ems - Fire fighters and military for all they do for the community with entertainment, activities, Food vendors, Raffles and more

Location of Event on City Property:

☒

A

☒

B

☒

C

☐

D

☐

Map 1

☐

Map 2

Please choose A, B, C, or D on MAP 1 or MAP 2

Other Location:

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

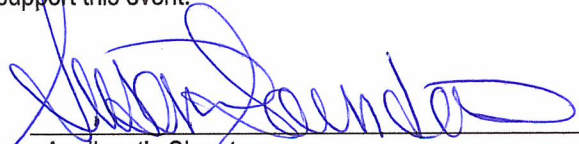
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

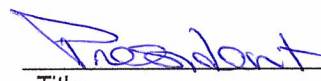
All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

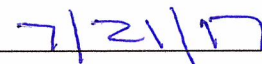
Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.


Applicant's Signature


Title


Printed Name


Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|----------------------|----------------------------------|----------------------------|
| a) Police Department | b) Development Services Dept. | c) Public Works Department |
| d) Fire Department | e) Parks & Recreation Department | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



CITY OF CLERMONT Alcohol Request Form

Today's Date 7/21/17
Name of Event Celebration of Heroes
Date(s) of Event 3/3/18 Location Waterfront Park
Event Start Time: 12 Event End Time: 5
Name of Organization/Applicant Celebration of Heroes
Email celebratesheroes@gmail.com
Day Phone _____ Cell Phone 321-229-9109
Address 10853 Arrowtree Rd City Clermont ST FL Zip 34715
Briefly Describe Event Event to honor all
first responders
What do you plan on serving (check all that apply): ☒ Beer ☒ Wine/Champagne ☐ Other
What is your beverage containment area? Waterfront Park
Outside event, attach diagram _____
Inside event, list rooms: _____
Who is your licensed beverage caterer*? Beef O Brat & McKinnon Group
***A copy of the caterer's license and insurance must be submitted with your request form**
I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.
[Signature] 7/21/17
Applicant Signature Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason(s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
City of Clermont Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

BEV4503055

ISSUED: 10/08/2017

CATERER
MCKENN GROUP LLC
BEEF O BRADY OF CLERMONT
CONSUMPTION ON PREMISES ONLY

IS LICENSED under the provisions of Ch. 565 FS.

Expiration date : SEP 30, 2018

L1710080003464



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2017

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 George H. Odiorne Insurance Agency Inc. PO Box 830 Brandon FL 33509	CONTACT NAME: Shawanda Harden PHONE (A/C, No, Ext): (813) 685-7731 E-MAIL ADDRESS: sharden@odiorneinsurance.com FAX (A/C, No): (813) 685-1823 INSURER(S) AFFORDING COVERAGE INSURER A: Allied Ins Co of America INSURER B: Old Republic Union Ins. INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Beef O'Brady's Clermont, DBA: McKenn Group LLC 1642 E Highway 50 Clermont FL 34711-5156	NAIC # 10127

COVERAGES

CERTIFICATE NUMBER: Master 17/18

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	ACBPFL3017566210	2/16/2017	2/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		10642-1	4/15/2017	4/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	X	ACBPFL3017566210	2/16/2017	2/16/2018	General Aggregate 2,000,000 Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as Additional Insured.

Taste of South Lake - November 2nd

CERTIFICATE HOLDER

CANCELLATION

City of Clermont
3700 S. Hwy 27
Clermont, FL 34711

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

Steven Odiorne (C) /RR

© 1988-2014 ACORD CORPORATION. All rights reserved.

SAUNDERS → email list of Law Enforcement



MAP 1 council meeting Oct. 10

- Print larger map
- alcohol → needs to go to council (possible beer garden)
- live music
- get with officer Kruse about not being nitpicky about layout unless major change
- need wristband for alcohol serving
- 3 police ~~officers~~ officers → Need to pay for
- public works how many staff? 1 like last year
- next meeting Feb. 3rd Thurs.

Celebration
of
Heroes

See Gate!



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 14, 2017		
Agenda Item Name		
Resolution No. 2017-38 <i>Blue Water Car Wash</i>		
Requested Action		
Recommend approval of Resolution No. 2017-38		
Staff Report		
The Planning and Zoning Board voted unanimously to recommended approval of Resolution No. 2017-38 at their meeting held on October 3, 2017. The applicant is requesting a Conditional Use Permit (Resolution No. 2017-38) to allow a full service carwash facility in the Urban Estate Low Density Residential Zoning District. The subject parcel will be an outparcel located within the Plaza Collina Planned Unit Development. The approved Master Development Plan allows automotive services establishments as a permitted use with a Conditional Use Permit. The proposed site is approximately 1.43 acres+/- and will be located adjacent to Don Mealy Chevrolet. The conceptual site plan; as submitted will require (2) two variances in order to be developed. The variance application will be heard concurrently by the City Council on October 24, 2017. Staff has reviewed the application and believes that the proposed use is consistent with the Plaza Collina Planned Unit Development Master Plan and will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the request for a Conditional Use Permit to allow a carwash facility in the Urban Estate Low Density Residential Zoning District with the conditions contained in Resolution 2017-38.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution 2017-38	2017-38BlueWater.docx
2.	Location Map	blue water map.pdf
3.	Site Plan 10-27-17	BWE Site Plan 10-27-17.pdf
4.	Elevations	Blue Water elevations.pdf
5.	Application	Blue Water Express App.pdf
6.	Legal Ad	Blue Water Carwash CUP legal Ad 2.docx

CITY OF CLERMONT
RESOLUTION NO. 2017-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A CARWASH FACILITY IN THE URBAN ESTATE LOW DENSITY RESIDENTIAL ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held October 3, 2017 recommended approval of this Conditional Use Permit to allow for a carwash facility, at the following location:

LOCATION:

Blue Water Express Carwash
A vacant parcel of land lying North of State Road 50
and East of Auto Plex Lane
1.43+/- Acres

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

WHEREAS, the applicant has applied for a Conditional Use Permit to allow a carwash facility in the Urban Estate Low Density Residential Zoning District, the subject parcel is part of the Plaza Collina Planned Unit Development Master Plan;

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 a carwash facility in the Urban Estate Low Density Residential zoning district; be granted subject to the following conditions:

Section 1 - General Conditions

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.

CITY OF CLERMONT
RESOLUTION NO. 2017-38

2. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
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.
4. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
5. 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.
6. 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.
7. 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.
8. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
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. 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.
11. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.

CITY OF CLERMONT
RESOLUTION NO. 2017-38

Section 2 - Land Uses and Specific Conditions:

1. This permit is for a self and full service carwash facility located as an outparcel in the Plaza Collina Planned Unit Development Master Development Plan.
2. The property shall be developed in substantial accordance with the Site Plan prepared by Interplan, LLC, dated September 5, 2017 Preliminary Conceptual Plan. The conceptual plan submitted with the Conditional Use Permit application is not an approved 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. The site will be developed to meet the City's Architectural Standards and Land Development Code.
3. The site may also be used for any permitted use in the C-2 General Commercial zoning district. All uses must adhere to the requirements of the Land Development Code.

CITY OF CLERMONT
RESOLUTION NO. 2017-38

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of November, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

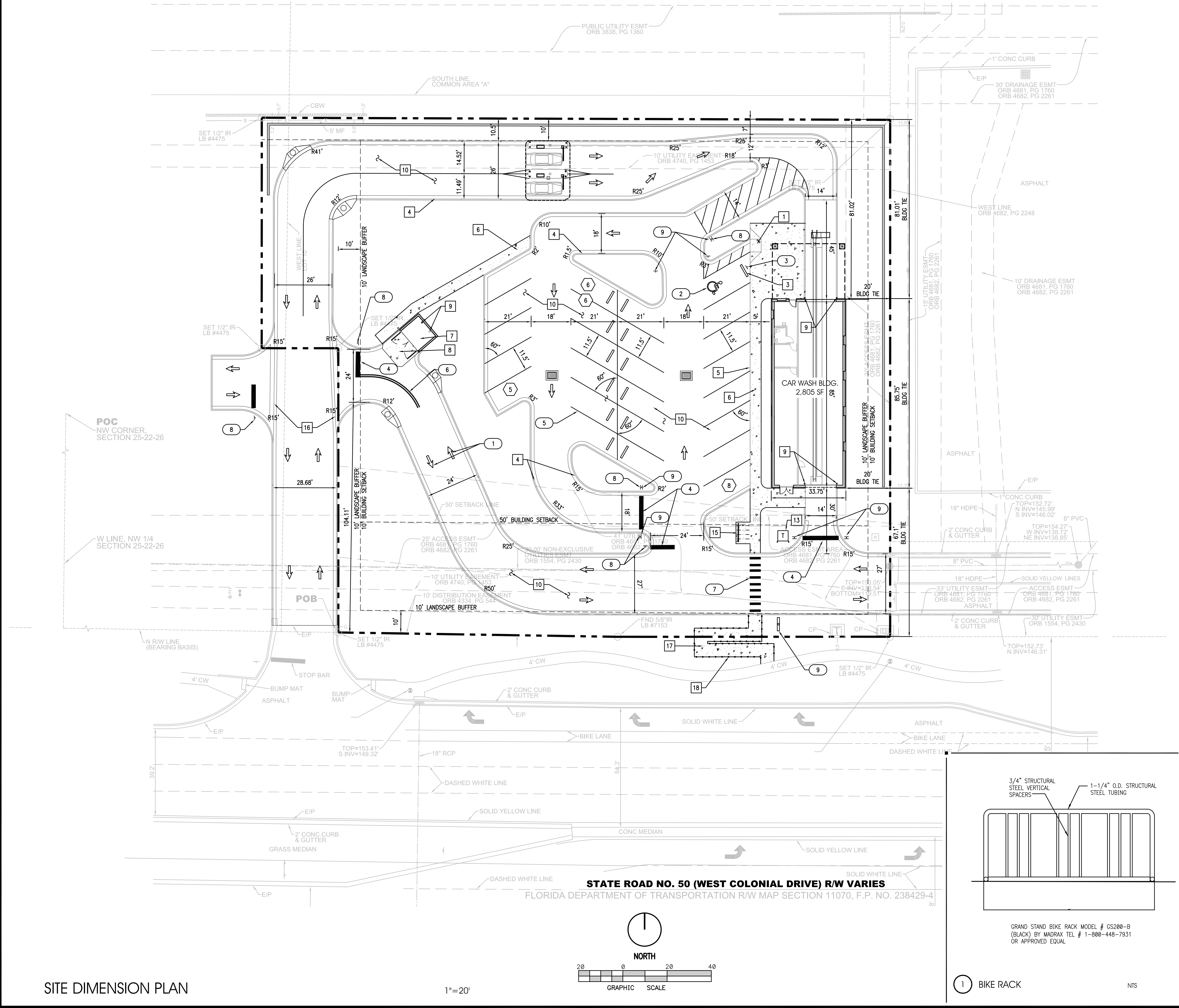
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

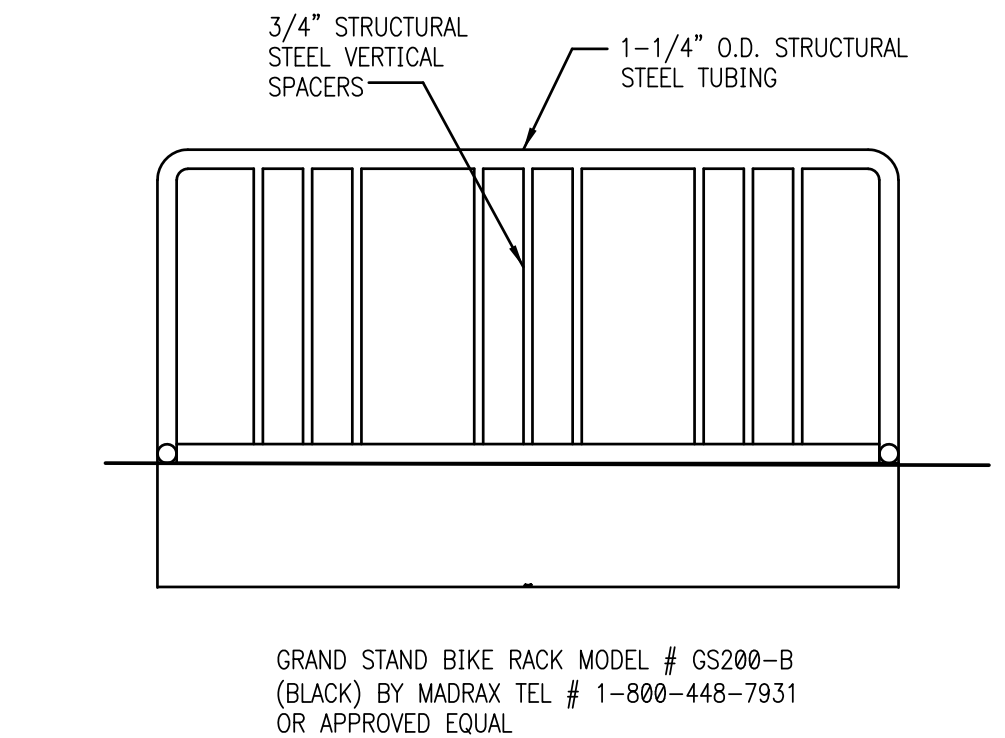
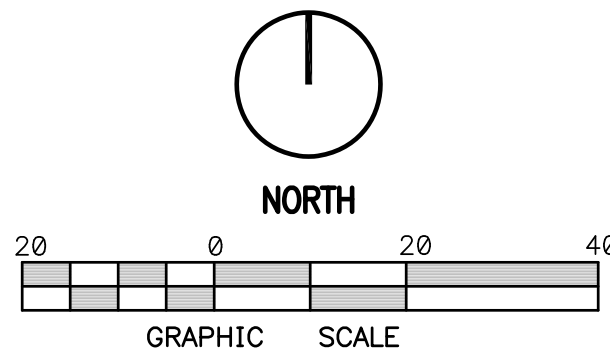
Blue Water Carwash - Site Map





SITE DIMENSION PLAN

1"=20'



1 BIKE RACK

NTS

TRAFFIC CONTROL & SIGNAGE

- 1 DIRECTIONAL ARROW (11 / C4) (TYP.)
- 2 HANDICAP PAVEMENT SYMBOLS (12 / C4) (TYP.)
- 3 HANDICAP SIGN (13 / C4)
- 4 24" WIDE WHITE STOP BAR (TYP.)
- 5 PAVEMENT STRIPING (4" WHITE) (TYP.)
- 6 4" DOUBLE YELLOW LINE
- 7 24" WIDE WHITE CROSSWALK STRIPING
- 8 30" STOP SIGN (R1-1)
- 9 DO NOT ENTER SIGN
- 10

- ALL TRAFFIC CONTROL SIGNAGE SHALL CONFORM TO "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
- WORK DONE WITHIN F.D.O.T. R.O.W. SUBJECT TO F.D.O.T. REVIEW AND APPROVAL.

SITE NOTES

- 1 HANDICAP RAMP (14 / C4)
- 2 SIDEWALK RAMP (15 / C4)
- 3 WHEEL STOP (9 / C4)
- 4 FOOT TYPE F CURB & GUTTER (5 / C4) (TYP.)
- 5 MONOLITHIC CURB AND SIDEWALK (6 / C4)
- 6 CONCRETE SIDEWALK (8 / C4)
- 7 DUMPSTER ENCLOSURE (1 / C4)
- 8 CONCRETE APRON (7 / C4)
- 9 BOLLARD (4 / C4)
- 10 ASPHALT PAVEMENT (10 / C4)
- 11 EXISTING OR PROPOSED FIRE HYDRANT
- 12 DRAINAGE STRUCTURES
- 13 TRANSFORMER PAD
- 14 LIGHT POLE
- 15 BIKE RACK (1 / C1)
- 16 VALLEY GUTTER (19 / C4)
- 17 SWITCH BACK SIDEWALK
- 18 RAMP AND HANDRAIL (16 / C4)

REFER TO SHEET C0 FOR GENERAL NOTES, SPECIFICATIONS, AND LEGENDS, IN ADDITION TO SITE-SPECIFIC NOTES AND REQUIREMENTS.

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT

AA 003420
CA 8660

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5008
FX 407.629.9124

SEAL:
THIS DOCUMENT IS "NOT FOR CONSTRUCTION"
UNLESS THE ARCHITECT OR ENGINEER'S
SIGNATURE AND SEAL APPEAR BELOW.

STUART ANDERSON, P.E.
FL. REG. #60848

NO DATE REMARKS
REVISIONS

BLUE WATER EXPRES
PLAZA COLLINA

CLERMONT, FL.

PROJECT NO: 2016.0431
DATE: Value

C1

SITE DIMENSION PLAN

CHECKED: DM DRAWN: JFH



**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 6/29/2017

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): Blue Water Express - Car Wash

APPLICANT: Blue Water Express Wash 8, LLC

CONTACT PERSON: Kenneth Tyrrell

Address: 1607 Village Square Blvd, Suite 8

City: Tallahassee State: Florida Zip: 32301

Phone: 850-545-1507 Fax: _____

E-Mail: mozaik@earthlink.net

OWNER: Plaza Collina (orlando) ASLI VI, L.L.L.P.

Address: 923 N. Pennsylvania Ave

City: Winter Park State: Florida Zip: 32789

Phone: 407-628-8488 Fax: 407-644-3115

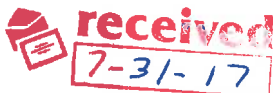
Address of Subject Property: State Road 50, Clermont FL 34711

General Location: Approximately 1/2 mile East of SR 50 & Hartle Rd on the
north side of SR 50.

Legal Description (include copy of survey): see attached

Land Use (City verification required): Regional Commercial

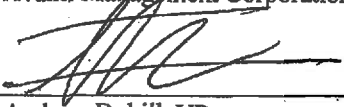
Zoning (City verification required): PUD



PLAZA COLLINA (ORLANDO) ASLI VI, L.L.L.P., a Delaware limited liability limited partnership

By: **Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, its general partner**

By: **Avanti Management Corporation, a Florida corporation, its general partner .**

By: 

Andrew Dubill, VP

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a carwash facility in the Urban Estate Low Density Residential Zoning District, at the following location:

LOCATION

Blue Water Express Carwash
North of State Road 50 and East of Auto Plex Lane
1.43+/- Acres

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, Monday October 3, 2017 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, October 24, 2017 at 6:30pm. In the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
September 26, 2017
October 17, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 14, 2017		
Agenda Item Name		
Variance Request <i>Blue Water Car Wash</i>		
Requested Action		
Recommend denial of variance requests.		
Staff Report		
The applicant is requesting two variances to allow for construction of a full service car wash facility in the Urban Estates Low Density Residential Zoning District. The conceptual site plan; as submitted will require the following variances in order to comply with the Land Development Code and meet development regulations for the site. The variance requests include (1) To allow for a reduction of the required 30 feet special setback for accessory structures canopies as required by the Land Development Code, Section 122-342 and (2) To allow for a reduced perimeter landscape buffer between abutting properties in the rear instead of the minimum ten-foot wide landscape buffer, as required by the Land Development Code, Section 118-37. The proposed canopy for the car wash payment kiosk will be located in the rear of the property. The Land Development Code requires canopies to have a minimum 30 foot setback; the canopy will be located five feet from the rear property line. In addition, the code requires a minimum 10 foot landscape buffer between abutting properties, the applicant is requesting a five feet wide buffer. The Master Storm water Pond for the site abuts the rear of the subject parcel where the variances have been requested. The applicant is proposing to enhance and provide larger plant species to meet the vegetation requirement of the Land Development Code. City Code Section 86-174 requires a positive finding on eight items in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance requests by the applicant to the Clermont Land Development Code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Location Map	blue water map.pdf
2.	Exhibit	BLue Water Express var - exhibit.pdf
3.	Revised Site Plan	Bluewater Carwash Revised Site Plan 11-1-17.pdf
4.	Canopy Pictures	IMG9513031.jpg

5.	Variance Review Criteria	86-174 Review Criteria-Blue Water Express.pdf
6.	Application	Blue Water Var App.pdf
7.	Legal Ad	Blue Water Express LEGAL NOTICE-New.docx

Blue Water Carwash - Site Map



October 5, 2017

Regina McGruder
City of Clermont
Planning Department
685 W. Montrose St.
Clermont, FL 34711
352-394-4081

Reference: **Engineer's Variance Justification**
Blue Water Express – Plaza Collina
IP # 2016.0431

Dear Mrs. McGruder:

Please see the below responses to Sec 86-174 Variance Review Criteria and Findings Questions for the Blue Water Express Car Wash facility within the Plaza Collina PD.

Variance #1 – Building Setback Variance: Reduce the rear-building setback from 25 ft. to 5 ft. to allow the Pay Station Canopy to encroach into the rear building setback

Variance #2 – Landscape Buffer Variance: Reduce the rear-Landscape buffer from 10 ft. to 5 ft. & Relocate the west Landscape buffer of 10 ft. along northernmost western property line to the east side of the roadway alignment, instead of following the jagged property line.

- (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;

Variance #1 – There is a master stormwater pond and access easement behind the project site. It is highly unlikely that any structures will ever be developed behind the site and the pond provides a natural buffer & setback to the pay station canopy.

Variance #2 – There is a master stormwater pond and access easement behind the site that provide a natural buffer to the site. It is highly unlikely that the pond will ever be developed as anything other than a pond. In addition, the western vacant parcel will be developed in the future and will most likely have to provide an additional landscape buffer adjacent to the property line.

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

Variance #1- The adjacent parcel to the rear of the property has been approved and constructed prior to the sale of the lot in question as a master stormwater pond. This condition creates a natural buffer & setback above and beyond the city's requirements.

Variance #2- The adjacent parcel to the rear of the property has been approved and constructed prior to the sale of the lot in question as a master stormwater pond. This condition creates a natural buffer & setback above and beyond the city's requirements. In addition, the westerly property line is part of a shared access roadway, which is a condition of approval to develop our lot.

- (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;

Variance #1- There are existing easements across this site that prevent the configuration of the buildings in any other orientation. The setback reduction is the smallest amount required to provide a safe entrance into the car wash tunnel after rounding the curve after the pay station.

Variance #2- At the rear of the site the normal plantings required within the required buffer will still be provided within the 5' buffer. Along the western edge of the site, we will still be providing 10' of landscaping but it will not be directly adjacent to the property line.

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

Variance #1- The variance request is the smallest possible to provide a safe entrance into the car wash tunnel after rounding the curve after the pay station. The variance will not reduce the cost to develop the site. The inclusion of the pay station canopy is a key feature that is client driven to enhance the user experience.

Variance #2- The landscape required along the rear property line will still be provided within the proposed 5' landscape buffer. Furthermore, the landscaping adjacent to the proposed shared roadway will still be installed so cost of installation will not be economically founded one way or the other.

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

Variance #1- The rear setback variance is the minimum required to provide safe entrance into the car was tunnel after rounding the curve after the pay station. It will be a benefit to the end user by having the covered canopy at the pay station.

Variance #2- The rear landscape buffer reduction is the minimum required to accommodate the pay station and car was tunnel access. The west landscape buffer is not being reduced and is still being provided but located within the site and not directly adjacent to the property line.

- (6) Granting of the variance request will not confer on the applicant and any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Variance #1- There is a master stormwater pond and access easement behind the site. It is highly unlikely that any structures will ever be developed behind the site and the pond provides a natural buffer & setback to the pay station canopy. A setback is still provided from adjacent development through the natural pond buffer.

Variance #2- There is a master stormwater pond and access easement behind the site. It is highly unlikely that any structures will ever be developed behind the site and the pond provides a natural buffer & setback to the pay station canopy. A landscape buffer is still provided from adjacent development through the natural pond buffer. The west landscape buffer is still provided within the site just not adjacent to the property line.

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

Variance #1- Since there is a master stormwater pond and access easement behind the site creating a setback from any development, it is unlikely that this project will substantially diminish the property values surrounding the site.

Variance #2- Since there is a master stormwater pond and access easement behind the site creating a buffer from any development, it is unlikely that this project will substantially diminish the property values surrounding the site. In addition, the western buffer adjacent to the roadway will be shared by the surrounding areas and will not diminish value in any way.

Respectfully,
INTERPLAN LLC



Stuart Anderson, PE
Director of Civil Engineering



Blue Water Express 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: There is a master storm water pond and access easement behind the project site. It is highly unlikely that any structure will ever be developed behind the site and the pond provides a natural buffer & setback to the pay station canopy.

Staff comments: The subject parcel abuts the master storm water pond for the overall development and was annexed into the City of Clermont from Lake County with the existing conditions. The Plaza Collina Master Plan has lots of vacant acreage that may not have these development constraints.

Negative 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: The adjacent parcel to the rear of the property has been approved and constructed prior to the sale of the lot in questions as a master storm water pond. This condition creates a natural buffer & setback above and beyond the city’s requirements.

Staff comments: The current conditions of the site were not created by the applicant giving rise to the requested variance. However, the parcel as proposed was purchased with the existing conditions and could be developed with a larger site that may allow more flexibility and compliance with the land development codes.

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: There are existing easements across this site that prevent configuration of the buildings in any other orientation. The setback reduction is the smallest amount required to provide a safe entrance into the carwash tunnel after rounding the curve after the pay station.

Staff comments: With the existing conditions in place that are presenting challenges in developing the site, the applicant would be faced with undue hardship to develop the lot according to the land development code. However, the applicant may choose another parcel that does not present these challenges.

Negative finding

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

Applicant response: The variance request is the smallest possible to provide a safe entrance into the car wash tunnel after rounding the curve after the pay station. The variance will not reduce the cost to develop the site. The inclusion of the pay station canopy is a key feature that is client driven to enhance the user experience.

Staff comments: No evidence of decreased costs due to the variances 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: The rear setback variance is the minimum required to provide a safe entrance into the car wash tunnel after rounding the curve after the pay station. It will be a benefit to the end user by having the covered canopy at the pay station.

Staff comments: The applicant is trying to maximize the potential use of the site by requesting the variances for landscaping buffer widths and a rear yard setback for the canopy accessory structure for the property. However, the site could be developed at a lower intensity and requested variances may not be required.

Negative 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: There is a master storm water pond and access easement behind the site. It is highly unlikely that any structure will ever be developed behind the site and the pond provides a natural buffer & setback to the pay station canopy. The west landscape buffer is still provided within the site just not adjacent to the property line.

Staff comments: The City Council has granted similar variance requests in the past for other properties in the same zoning district. There are other properties abutting State Road 50 that have been granted similar variances.

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: In contrast, Sherwin Williams is a valued member of the community and neighborhood that it is located in and will only enhance an otherwise vacant parcel. DRP company will remain the owner of the parcel and takes great pride of ownership as we do not sell our projects but hold for the long term in every case.

Staff comments: The proposed variances appear not to substantially diminish property values or alter the essential character of the area and surrounding properties.

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: *Granting of the requested variances will be in harmony with the general intent and purpose of the land development code. The pay station canopy is located in the rear of the property and abuts a retention pond. The applicant is proposing a 5 feet landscape buffer width in the rear of the property instead of the 10 feet buffer width as require by the Land Development Code; the proposed buffer will contain additional vegetation and larger trees to provide a sufficient buffer for the general purpose and intent of the 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 that **four** of the eight do not meet these findings. Therefore, staff recommends **denial** of the variance requests by the applicant to the Clermont Land Development Code.



CITY OF CLERMONT
VARIANCE
Application

DATE: 10/31/17

FEE: \$600.00

PROJECT NAME (if applicable): Blue Water Express- Car Wash

APPLICANT: Blue Water Express Wash 8, LLC

CONTACT PERSON: Kenneth Tyrrell

Address: 1607 Village Square Blvd, Suite 8

City: Tallahassee State: Florida Zip: 32301

Phone: 850-545-1507 Fax: _____

E-Mail: mozaik@earthlink.net

OWNER: Plaza Collina (Orlando) SLI VI, L.L.L.P.

Address: 923 N. Pennsylvania Ave

City: Winter Park State: Florida Zip: 32789

Phone: 407-628-8488 Fax: 407-644-3115

Address of Subject Property: _____ State Road 50 , Clermont, FL 34711

General Location: Approximately 1/2 mile East of SR 50 & Hartle Rd on the north side of
SR 50.

Legal Description (include copy of survey): See attached

Land Use (City verification required): Regional Commercial



Zoning (City verification required): PUD

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Sec 86-174

What are you proposing to do that would require a variance and why? Reduce rear-building setback from 25ft. to 5ft. Reduce rear-Landscape buffer from 10ft to 5ft. Relocate west Landscape buffer of 10ft along northernmost western property line to the east side of the roadway alignment.

How does the Code create a hardship? See attached narrative

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

Variance requested – subject and code section: Setback and landscape buffer
Sec 86-174

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;

See attached narrative

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

See attached narrative



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; **See attached narrative**

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

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

(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; **See attached narrative**

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



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.

See attached narrative

Applicant Name (print)

Kenneth Tyrrell
Owner Name (print)

X

Applicant Name (signature)

X

[Signature]
Owner Name (signature)

***** NOTICE *****

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

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

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variances: (1) To allow for a reduction of the required 30 feet special setback for accessory structures canopies as required by the Land Development Code, Section 122-342 and (2) To allow for a reduced perimeter landscape buffer between abutting properties instead of the minimum ten-foot wide landscape buffer, as required by the LDC, Section 118-37 at the following location:

LOCATION:

Blue Water Express Carwash
North of State Road 50 and East of Auto Plex Lane
1.43+/- Acres

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, October 24, 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.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
October 16, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																	
Tuesday, November 14, 2017																	
Agenda Item Name																	
Ordinance No. 2017-45 <i>Final</i> <i>Huber</i>																	
Requested Action																	
Recommend approval of Ordinance 2017-45.																	
Staff Report																	
On December 13, 2016, the Council granted a conditional use permit, Resolution 2016-45, to allow for a self-storage facility at a location north of Caspian Lane and west of U.S. Highway 27. Subsequent to the Council approval, the applicant moved forward with permitting the project but discovered that a platted right-of-way existed that needed to be vacated prior to developing the property. The development plans presented to the Council in December 2016 included this portion of the property, and it was also included in all the documents presented. When the scrivener's error was discovered earlier this year, the applicant applied to the City to vacate the right-of-way. The right-of-way, however, was under the jurisdiction of Lake County. City and County staff agreed that a transfer of right-of-way through an Interlocal Agreement would be the best option to convey the right-of-way. Once transferred to the City, the applicant will apply for a right-of-way vacation and come back before the Council for consideration. This portion of the development was primarily for the landscape buffer surrounding the development. The City approved the Interlocal Agreement on September 19, 2017 and Lake County executed the document on October 10, 2017. The applicant has applied for the vacation of right-of-way and seeks approval to eliminate this right-of-way to prepare the site for development. It is a remaining 15-foot right-of-way of the Lake Highlands Company Plat, recorded in 1917. The right-of-way has existed for 100 years and is still not developed. Staff recommends approval of Ordinance 2017-45 to vacate the existing right-of-way.																	
Additional Analysis																	
Fiscal Impact Summary																	
Fiscal Impact	Fund Number and Description	Available Budget Amount															
Exhibits Attached (copies of original agreements)																	
<table border="0"><tr><td>1.</td><td>Ordinance 2017-45</td><td>Huber 2 ROW ORD 2017-45.doc</td></tr><tr><td>2.</td><td>Huber ROW Map</td><td>Huber Map ROW.pdf</td></tr><tr><td>3.</td><td>Huber Conceptual Site Plan</td><td>HUBER CONCEPTUAL SITE PLAN.pdf</td></tr><tr><td>4.</td><td>Signed Interlocal Agreement</td><td>Signed Interlocal Agreement.pdf</td></tr><tr><td>5.</td><td>Application</td><td>Huber 2 ROW Application.pdf</td></tr></table>			1.	Ordinance 2017-45	Huber 2 ROW ORD 2017-45.doc	2.	Huber ROW Map	Huber Map ROW.pdf	3.	Huber Conceptual Site Plan	HUBER CONCEPTUAL SITE PLAN.pdf	4.	Signed Interlocal Agreement	Signed Interlocal Agreement.pdf	5.	Application	Huber 2 ROW Application.pdf
1.	Ordinance 2017-45	Huber 2 ROW ORD 2017-45.doc															
2.	Huber ROW Map	Huber Map ROW.pdf															
3.	Huber Conceptual Site Plan	HUBER CONCEPTUAL SITE PLAN.pdf															
4.	Signed Interlocal Agreement	Signed Interlocal Agreement.pdf															
5.	Application	Huber 2 ROW Application.pdf															

6. Legal Ad

Legal Ad.pdf

CITY OF CLERMONT
ORDINANCE No. 2017-45

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 15-FOOT UNIMPROVED RIGHT-OF-WAY LYING ON THE SOUTH AND WEST SIDES OF THE FOLLOW DESCRIBED BOUNDARY. THAT PART OF TRACT 61, LYING WESTERLY OF HIGHWAY 27, SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS RIGHT OF WAY FOR ROAD; REPEALING ALL ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE

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

Section 1.

That any and all portions, closing and permanently abandoning the 15-foot unimproved right-of-way lying on the south and west sides of the following described boundary, that part of Tract 61, lying westerly of Highway 27, Section 32, Township 22 South, Range 26 East, Lake Highlands Company, according to the plat thereof as recorded in Plat Book 3, Page 24, of the Public Records of Lake County, Florida; less right of way for road.

Section 2.

The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

Section 3.

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

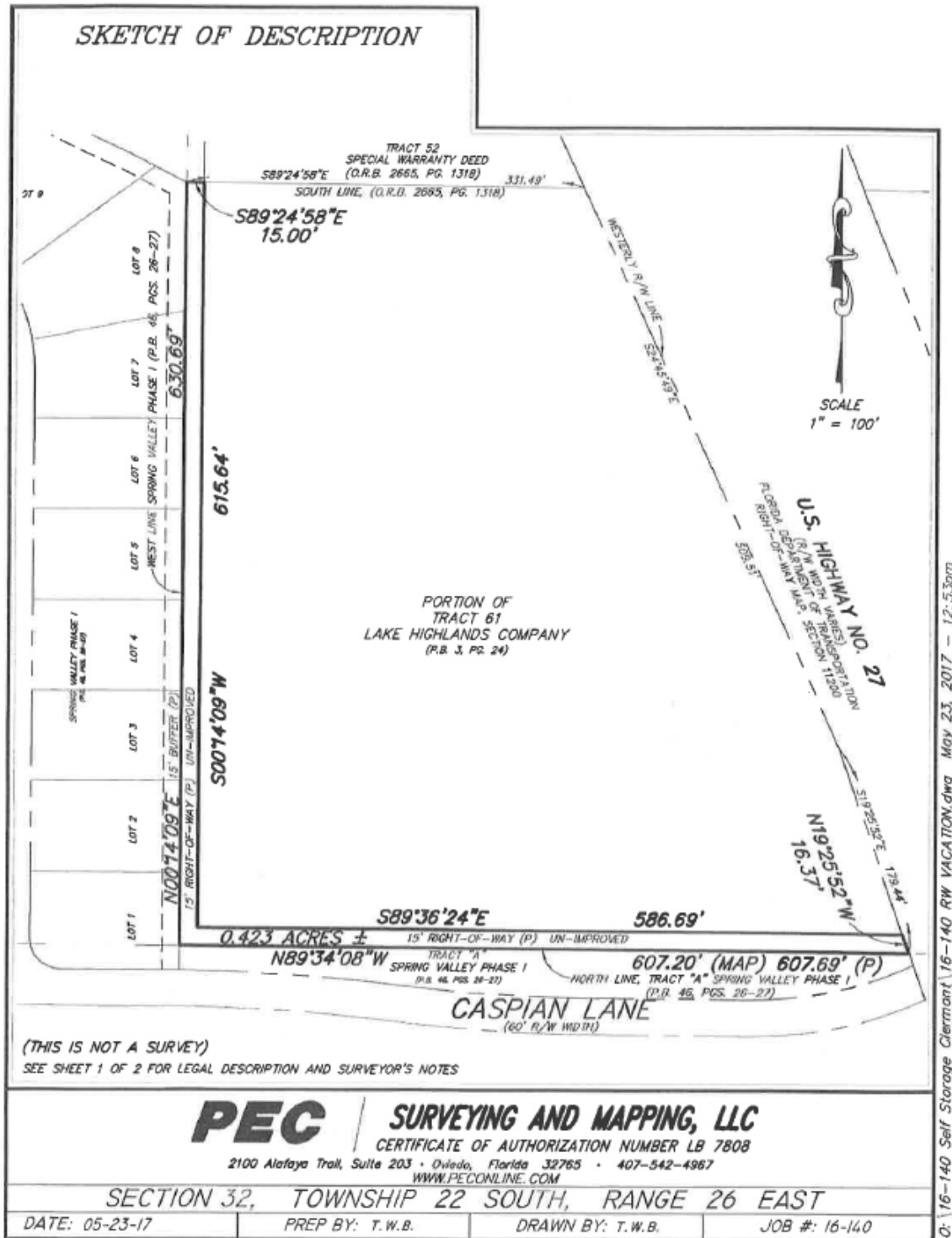
Section 4.

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

Section 5.

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

CITY OF CLERMONT
ORDINANCE No. 2017-45



O:\16-140 Self Storage Clermont\16-140 RW VACATION.dwg May 23, 2017 -- 12:53pm

CITY OF CLERMONT
ORDINANCE No. 2017-45

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE 15 FOOT UNIMPROVED RIGHT-OF-WAY LYING ON THE SOUTH AND WEST SIDES OF THE FOLLOWING DESCRIBED BOUNDARY.

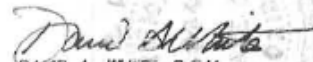
THAT PART OF TRACT 61 LYING WESTERLY OF HIGHWAY 27, SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR ROAD.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE EAST LINE OF SPRING VALLEY PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGES 26 AND 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING NORTH 00°14'09" EAST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.
- (7) THIS LEGAL DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY, AS SUCH.
- (8) THE CLASSIFICATION USE OF THE LAND, PURSUANT TO THE STANDARDS OF PRACTICE SET FORTH IN RULE CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES 472.027, IS COMMERCIAL/HIGH RISK. THE MINIMUM RELATIVE DISTANCE ACCURACY OF THIS MAP OF BOUNDARY SURVEY ACHIEVES OR EXCEEDS ONE FOOT IN 10,000 FEET.
- (9) ATTENTION IS DIRECTED TO THE FACT THAT THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION



DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NO.: LB 7808
DATE OF SIGNATURE: 05-23-17

PEC

SURVEYING AND MAPPING, LLC

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST

DATE: 05-23-17

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 16-140

C:\16-140 Self Storage Clermont\16-140 RW VACATION.dwg May 23, 2017 - 12:53pm

CITY OF CLERMONT
ORDINANCE No. 2017-45

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of November, 2017.

Gail L. Ash, Mayor

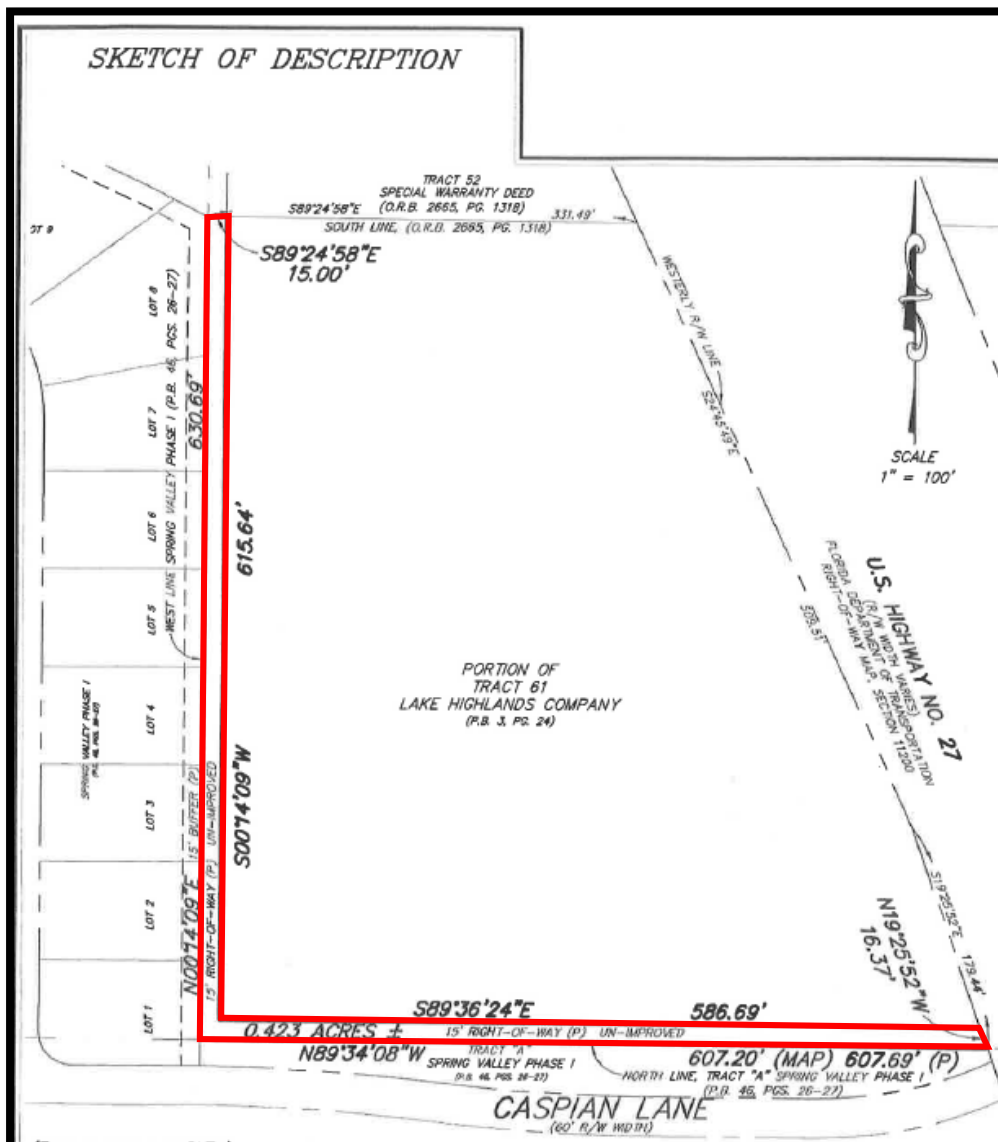
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

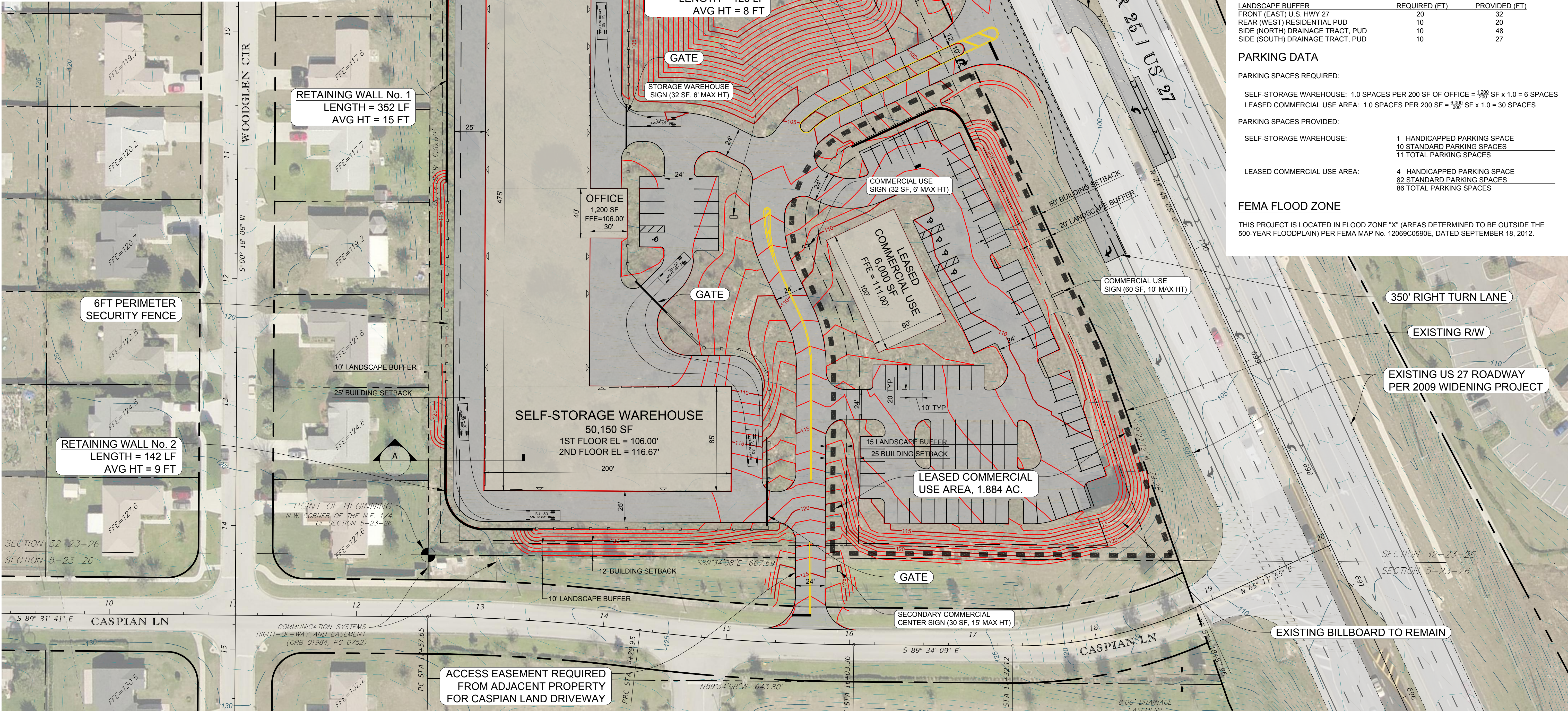
The Huber Group ROW Vacation Request



The 15-foot ROW was part of the plat from Lake Highlands Company in 1917. The areas outlined in red is what the applicant requests to be vacated based upon legal descriptions and control.

ESTIMATED WASTEWATER DEMANDS				
BASED ON FAC 64E-6.008 - SYSTEM SIZE DETERMINATION (TABLE 1 FOR SYSTEM DESIGN ESTIMATED SEWAGE FLOWS)				
PROPOSED USE	DEMAND RATE	UNITS	ESTIMATED WASTEWATER AVERAGE DAILY FLOW (GPD)	
SELF-STORAGE WAREHOUSE				
SELF-STORAGE OFFICE (1,200 SF)	15 GPD / 100 SF	12		180
SELF-STORAGE WAREHOUSE (UP TO 200 UNITS)	1 GPD / STORAGE UNIT	200		200
SELF-STORAGE WAREHOUSE (OVER 200 UNITS)	0.5 GPD / STORAGE UNIT	516		258
		SUBTOTAL		638
LEASED COMMERCIAL USE AREA				
COMMERCIAL USE, (±6,000 SF, BASED ON RESTAURANT OPERATING 16 HOURS PER DAY)	40 GPD / SEAT	240		9,600
		SUBTOTAL		9,600
		GRAND TOTAL		10,238

ESTIMATED POTABLE WATER DEMANDS				
BASED ON APPLYING A RATIO OF 300 GPD POTABLE WATER ERU / 250 GPD WASTEWATER ERU TO WASTEWATER DEMANDS DETERMINED PER FAC 64E-6.008 - SYSTEM SIZE DETERMINATION				
PROPOSED USE	ESTIMATED WASTEWATER AVERAGE DAILY FLOW (GPD)	FACTOR	ESTIMATED POTABLE WATER AVERAGE DAILY FLOW (GPD)	
SELF-STORAGE WAREHOUSE				
SELF-STORAGE OFFICE (1,200 SF)	180	1.20		216
SELF-STORAGE WAREHOUSE (UP TO 200 UNITS)	200	1.20		240
SELF-STORAGE WAREHOUSE (OVER 200 UNITS)	258	1.20		310
		SUBTOTAL		766
LEASED COMMERCIAL USE AREA				
COMMERCIAL USE, (±6,000 SF, BASED ON RESTAURANT OPERATING 16 HOURS PER DAY)	9,600	1.20		11,520
		SUBTOTAL		11,520
		GRAND TOTAL		12,286



SITE DATA

PARCEL ID:	09-22-26-1400-061-00000
SITE AREA:	6.885 ACRES
EXISTING USE:	VACANT LAND
PROPOSED USE:	SELF-STORAGE WAREHOUSE & LEASED COMMERCIAL USE AREA
EXISTING FLU - LAKE COUNTY:	URBAN LOW DENSITY
PROPOSED FLU - CITY OF CLERMONT:	INDUSTRIAL
EXISTING ZONING - LAKE COUNTY:	PLANNED COMMERCIAL DISTRICT (CP)
PROPOSED ZONING - CITY OF CLERMONT:	GENERAL COMMERCIAL DISTRICT (C-2)

PROPOSED BUILDING AREA:	1,200 SF (SELF-STORAGE OFFICE) 50,150 SF (STORAGE, 1ST FLOOR) 50,150 SF (STORAGE, 2ND FLOOR) ±6,000 SF (COMMERCIAL USE) 107,500 SF TOTAL
-------------------------	--

MAXIMUM ALLOWABLE FLOOR AREA RATIO (FAR):	1.00
PROPOSED FLOOR AREA RATIO (FAR):	0.36
MAXIMUM BUILDING HEIGHT:	55 FT
MAXIMUM IMPERVIOUS SURFACE COVERAGE:	80%
PROPOSED IMPERVIOUS SURFACE COVERAGE:	58%

SETBACKS AND BUFFERS

BUILDING SETBACK	REQUIRED (FT)	PROVIDED (FT)
FRONT (EAST) U.S. HWY 27	50	106
REAR (WEST) RESIDENTIAL USE, PUD	25	45
SIDE (NORTH) DRAINAGE TRACT, PUD	12	103
SIDE (SOUTH) DRAINAGE TRACT, PUD	12	52

LANDSCAPE BUFFER	REQUIRED (FT)	PROVIDED (FT)
FRONT (EAST) U.S. HWY 27	20	32
REAR (WEST) RESIDENTIAL PUD	10	20
SIDE (NORTH) DRAINAGE TRACT, PUD	10	48
SIDE (SOUTH) DRAINAGE TRACT, PUD	10	27

PARKING DATA

PARKING SPACES REQUIRED:	
SELF-STORAGE WAREHOUSE: 1.0 SPACES PER 200 SF OF OFFICE = $\frac{1,200}{200}$ SF x 1.0 = 6 SPACES	
LEASED COMMERCIAL USE AREA: 1.0 SPACES PER 200 SF = $\frac{5,000}{200}$ SF x 1.0 = 30 SPACES	

PARKING SPACES PROVIDED:	
SELF-STORAGE WAREHOUSE:	1 HANDICAPPED PARKING SPACE 10 STANDARD PARKING SPACES 11 TOTAL PARKING SPACES
LEASED COMMERCIAL USE AREA:	4 HANDICAPPED PARKING SPACE 82 STANDARD PARKING SPACES 86 TOTAL PARKING SPACES

FEMA FLOOD ZONE

THIS PROJECT IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN) PER FEMA MAP NO. 12069C0590E, DATED SEPTEMBER 18, 2012.

BY
DATE
REVISIONS
No

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
Phone: 386.753.0558
80 Spring Vista Drive
Dunbar, FL 32713
CERTIFICATE OF AUTHORIZATION NO. 27392

DESIGN ENGINEER:

CONCEPTUAL SITE & GRADING PLAN

US 27 SELF-STORAGE
CLERMONT, LAKE COUNTY, FL

DATE
9/26/2016
PROJECT NO.
10953
SHEET NUMBER
C02

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
THE CITY OF CLERMONT, FLORIDA
TO TRANSFER JURISDICTION OF
A PORTION OF RIGHT OF WAY AS SHOWN ON THE
PLAT OF LAKE HIGHLANDS COMPANY, RECORDED IN PLAT BOOK 3, PAGE 24**

THIS INTERLOCAL AGREEMENT by and between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the CITY OF CLERMONT, a municipal corporation pursuant to the laws of the State of Florida, hereinafter referred to as "CITY", to transfer jurisdiction of a portion of public right of way.

WHEREAS, there exists a public right of way, lying on the south and west sides of Tract 61 in Section 32, Township 22 South, Range 26 East, as shown on the plat of Lake Highlands Company, recorded in Plat Book 3, Page 24, Lake County Public Records, lying northerly of Caspian Lane and westerly of US Hwy 27, more particularly described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as the "Right-of-Way"); and

WHEREAS, the Right-of-Way lies adjacent to the CITY limits and the adjoining property to the east lies within the CITY limits; and

WHEREAS, the property owner who adjoins the Right-of-Way has requested this platted Right-of-Way be transferred to CITY since the property is being developed in the CITY and CITY desires to accept the transfer; and

WHEREAS, COUNTY agrees to transfer jurisdiction of said Right-of-Way to the CITY in accordance with Section 335.0415, Florida Statutes; and

WHEREAS, COUNTY and CITY find this transfer and the entering of this Agreement is in the best interests of both parties and their citizens.

NOW THEREFORE, IN CONSIDERATION of the mutual promises, conditions and covenants provided for herein, the parties agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and incorporated herein.

Section 2. **County obligations.** COUNTY agrees to transfer to CITY, all jurisdiction, rights, interests and maintenance of the portion of platted Right-of-Way, as described in Exhibit "A", attached hereto, dedicated by said Lake Highlands Company plat in Plat Book 3, Page 24 (hereinafter "Right-of-Way"), effective on the date the last party hereto executes this Agreement ("effective date").

Section 3. **City obligations.** Upon the effective date of this Agreement, CITY agrees to accept jurisdiction of said Right-of-Way as described in Exhibit "A", attached hereto, including any ownership, interests and maintenance responsibilities.

Section 4. **Modification.** No modification or amendment to this Agreement shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

Section 5. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or

agreements whether oral or written. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County through its Board of County Commissioners, signing by and through its Chairman, and City of Clermont, through its City Council, signing by and through its Mayor.

COUNTY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

ATTEST:



Neil Kelly, Clerk of the
Board of County Commissioners
Of Lake County, Florida



Timothy I. Sullivan, Chairman

This 10 day of October, 2017

Approved as to Form and Legality



Melanie Marsh
County Attorney

Interlocal Agreement between Lake County and City of Clermont (relating to the transfer of jurisdiction for a portion of Lake Highlands platted right of way).

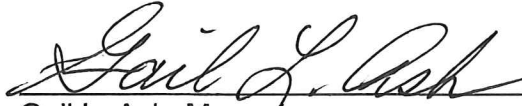
ATTEST:



Tracy Ackroyd Howe, City Clerk

CITY

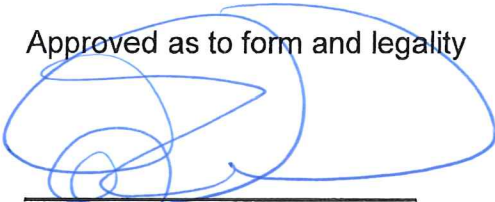
CITY OF CLERMONT, FLORIDA



Gail L. Ash, Mayor

This 19th day of September, 2017

Approved as to form and legality



Daniel F. Mantzaris
City Attorney

EXHIBIT "A"
PAGE 1 OF 2
(Right-of-Way Description)

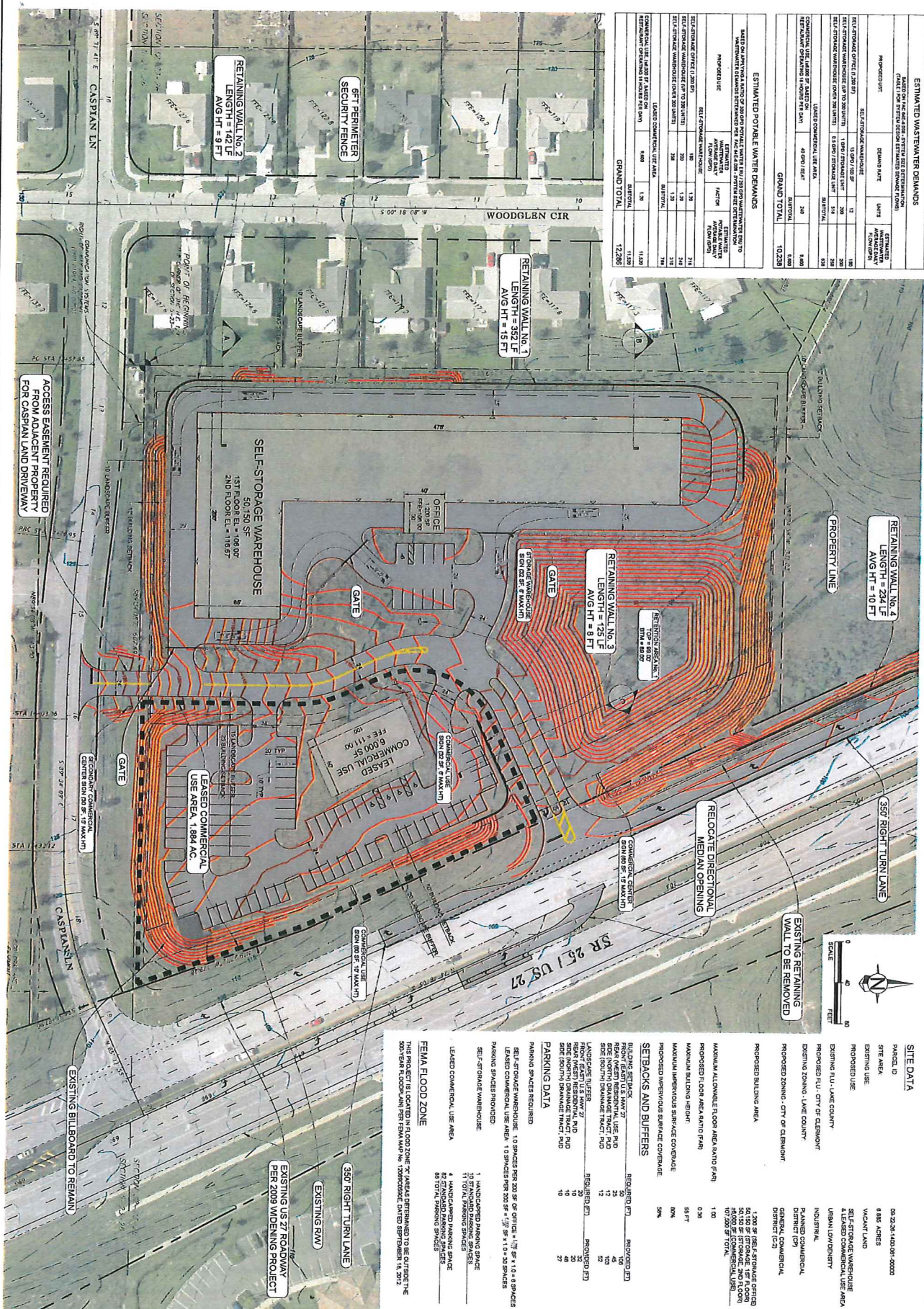
THAT UNNAMED RIGHT OF WAY LYING SOUTHERLY OF TRACT 61 AND THAT UNNAMED RIGHT OF WAY LYING WESTERLY OF TRACT 61, AS SHOWN ON THE PLAT OF LAKE HIGHLANDS COMPANY, RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, BOUNDED AS FOLLOWS:

Bounded on the North by the North line of said Tract 61 extended westerly; and

Bounded on the West by the East line of the Southwest $\frac{1}{4}$ of said Section 32; and

Bounded on the South by the North line of Tract A as shown on the plat of Spring Valley Phase 1, recorded in Plat Book 46, Pages 26-27, Public Records Lake County, Florida; and

Bounded on the East by the Westerly right of way line of US Hwy 27.

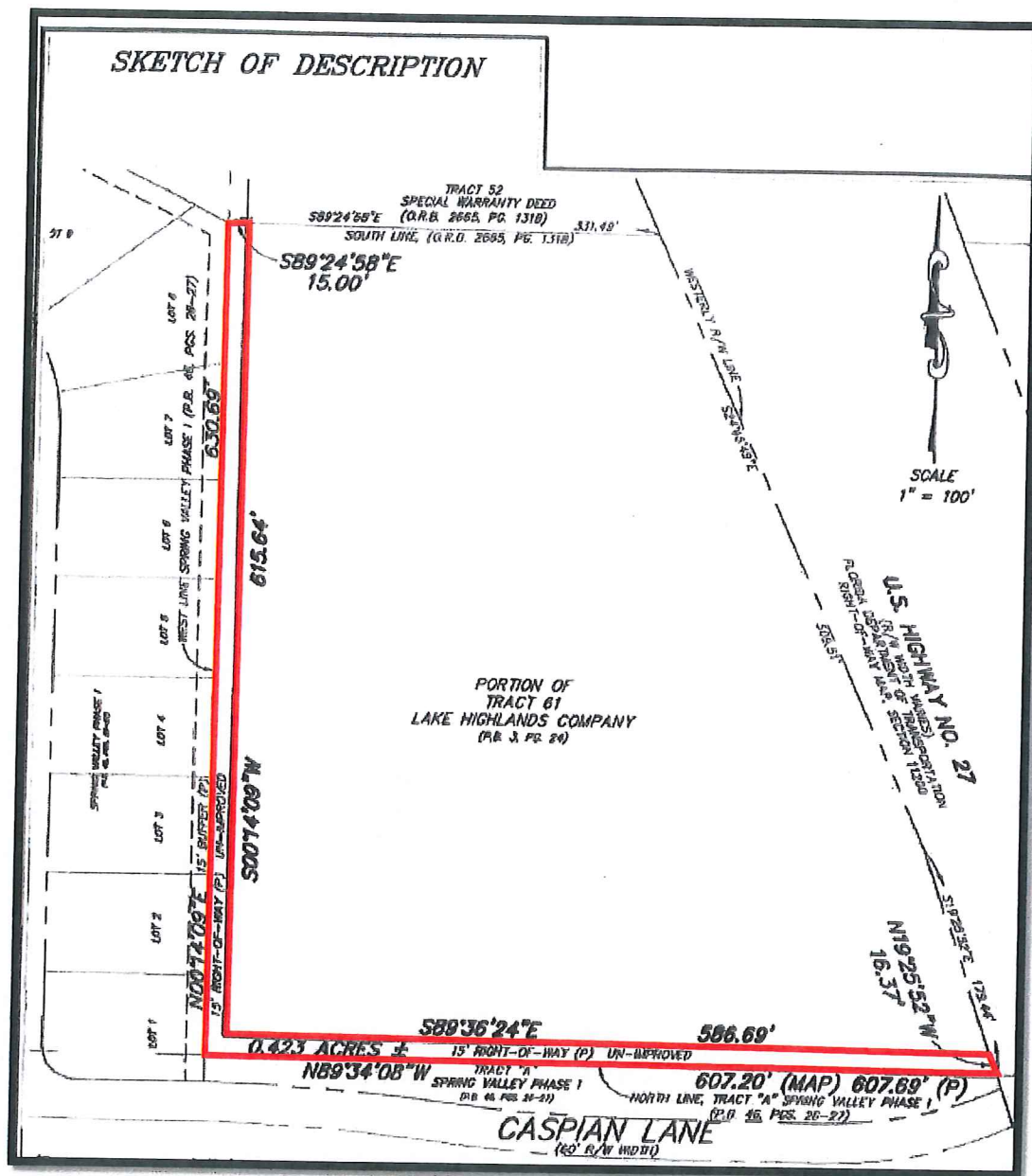
[illegible]

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
Phone 354.733.0338 50 Spring Flute Drive
Fax 354.733.0778 Delray, FL 33433
CERTIFICATE OF AUTHORIZATION NO. 21889

CONCEPTUAL SITE
& GRADING PLAN

US 27 SELF-STORAGE
CLERMONT, LAKE COUNTY, FL

DATE	9/26/2015
PROJECT NO.	10953
SHEET NUMBER	C02



The 15-foot ROW was part of the plat from
Lake Highlands Company in 1917.



CITY OF CLERMONT
STREET RIGHT-OF-WAY / EASEMENT CLOSING
PETITION

DATE: 8/24/17

FEE: \$1000.00
+ cost of advertisement

PETITIONER'S NAME: Donald M. Huber, Manager of The Huber Group, LLC

Address: P.O. Box 730

City: Windermere State: FL Zip: 34786

Phone: 407-909-0600 Fax: 407-909-9936

Legal Description of Petitioner's property abutting Street ROW/easement to be closed
(Attach survey if available): See attached survey

If named - name of street to be closed: N/A

Plot plan & legal description of Street ROW/Easement portion to be closed (From-To):
See attached sketch & legal description

Purpose or reason for closing: To accommodate proposed development of proposed self-storage facility (City Project #SITE1703-0003).

Attach a map and list of: Names and addresses of all property owners abutting the portion of the street requested to be closed and abandoned. ☒ yes ☐ no

This petition is in accordance with the Clermont Land Development Code, Chapter 54, Division 2. Closing. Any person requesting a Street right-of-way or Easement Closing shall file a complete application submitted to the Development Services Director in the Development Services Department, at least 30 days prior to the final hearing date of the City Council. A Street right-of-way or Easement Closing requires two readings of an ordinance by the City Council. The City Council meetings are held on the second and fourth Tuesdays of every month.

All applications must be complete, including applicable site plans and or pertinent descriptive materials in order to be processed. A plot plan (schematic drawing of the property involved) showing the location of that portion of the street requested to be closed and permanently abandoned, and including a survey of the property and street involved if deemed necessary by the city council or the city attorney.

Donald M. Huber

Petitioner Name (print)

X 
Petitioner Name (signature)

Advertising Receipt

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

CITY OF CLERMONT
Denise Noak
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10069161
Phone: (352) 241-7331
Date: 10/10/17
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE The City Council of the City of Clermont will consider the enac	10/30/2017	10/30/2017	\$112.85

LEGAL NOTICE

City Clerk

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, November 14, 2017 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

Ad No: 10069161
October 30, 2017

ORDINANCE NO. 2017- 45

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 15 FOOT UNIMPROVED RIGHT-OF-WAY LYING ON THE SOUTH AND WEST SIDES OF THE FOLLOW DESCRIBED BOUNDARY. THAT PART OF TRACT 61, LYING WESTERLY OF HIGHWAY 27, SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PB 3, PG 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS RIGHT OF WAY FOR ROAD; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

This ordinance is available for public inspection in the Development Services Department, 685 W. Montrose Street, Clermont, Florida, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

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

Tracy Ackroyd Howe, MMC

Payment Info	
Ad Price	\$112.85
Tax	\$0.00
Sub Total	\$112.85
Prepaid Amount	\$0.00
Balance Due	\$112.85



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																	
Tuesday, November 14, 2017																	
Agenda Item Name																	
Ordinance No. 2017-40 <i>Introduction</i> <i>Eddy Property Annexation</i>																	
Requested Action																	
Recommend introduction of Ordinance 2017-40.																	
Staff Report																	
The applicant, Chuck Piper, is requesting voluntary annexation of the subject property. This request is being heard concurrently with requests for a Large-Scale Comprehensive Plan Amendment and a rezoning to a Planned Unit Development (PUD). The property has been historically used for agricultural uses but is now inactive. The applicant desires to develop the property for residential use. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant is requesting City services for the 114 +/- acre project, in which the City can fully serve. The property is contiguous with the City limits along the western property line of the subject property. The related request for a comprehensive plan amendment would change the future land use from Lake County's Rural designation to the City's Low Density Residential. The annexation would assign the default zoning in the City to Urban Estate Low Density Residential. The applicant is requesting a rezoning to a PUD for a gated residential subdivision consisting of an overall density of 2.97 units per acre. The request to annex is an orderly and efficient transition of uses, with densities and intensities, which currently exist within the City of Clermont. Since the subject property meets the requirements for voluntary annexation under Florida Statutes Chapter 171.044, the City is capable of serving the property, and is within the ISBA and the JPA; staff recommends approval of the annexation.																	
Additional Analysis																	
Fiscal Impact Summary																	
Fiscal Impact	Fund Number and Description	Available Budget Amount															
Exhibits Attached (copies of original agreements)																	
<table border="0"> <tr> <td>1.</td> <td>Ordinance 2017-40</td> <td>ANN ORD 2017-40 Eddy.doc</td> </tr> <tr> <td>2.</td> <td>Location Map</td> <td>Eddy Annex location map.pdf</td> </tr> <tr> <td>3.</td> <td>Annexation Map</td> <td>Eddy Annex Map.pdf</td> </tr> <tr> <td>4.</td> <td>App</td> <td>Eddy Annex App.pdf</td> </tr> <tr> <td>5.</td> <td>Legal Ad</td> <td>ANN Eddy Legal Ad.docx</td> </tr> </table>			1.	Ordinance 2017-40	ANN ORD 2017-40 Eddy.doc	2.	Location Map	Eddy Annex location map.pdf	3.	Annexation Map	Eddy Annex Map.pdf	4.	App	Eddy Annex App.pdf	5.	Legal Ad	ANN Eddy Legal Ad.docx
1.	Ordinance 2017-40	ANN ORD 2017-40 Eddy.doc															
2.	Location Map	Eddy Annex location map.pdf															
3.	Annexation Map	Eddy Annex Map.pdf															
4.	App	Eddy Annex App.pdf															
5.	Legal Ad	ANN Eddy Legal Ad.docx															

CITY OF CLERMONT
ORDINANCE No. 2017-40

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

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

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

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

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

SECTION 1.

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

Legal Description

The Northwest 1/4 of Section 1, Township 23 South, Range 26 East, less the North 400 feet and less the East 70 feet and less from the North 1/4 corner of section, run South 0°24'23" East along the East line of the Northwest 1/4 a distance of 400 feet; thence South 89°45'17" West along the South line of the North 400 feet of the Northwest 1/4 a distance of 1007.31 feet for Point of Beginning; thence run South 23°44'13" West 92.02 feet; thence South 01°41'26" West 206.35 feet; thence South 00°54'02" East 132 feet; thence South 89°45'17" West 1573.47 feet to West line of said section; thence North 0°08'15" West along said West line 422.30 feet to South line of North 400 feet of the Northwest 1/4; thence North 89°45'17" East 1615.54 feet to the Point of Beginning and less the South 33 feet for road right of way, and lying and being in Section 1, Township 23 South, Range 26 East, Lake County, Florida.

The above described tract of land contains 114.39 acres more or less. AK 1593174

CITY OF CLERMONT
ORDINANCE No. 2017-40

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

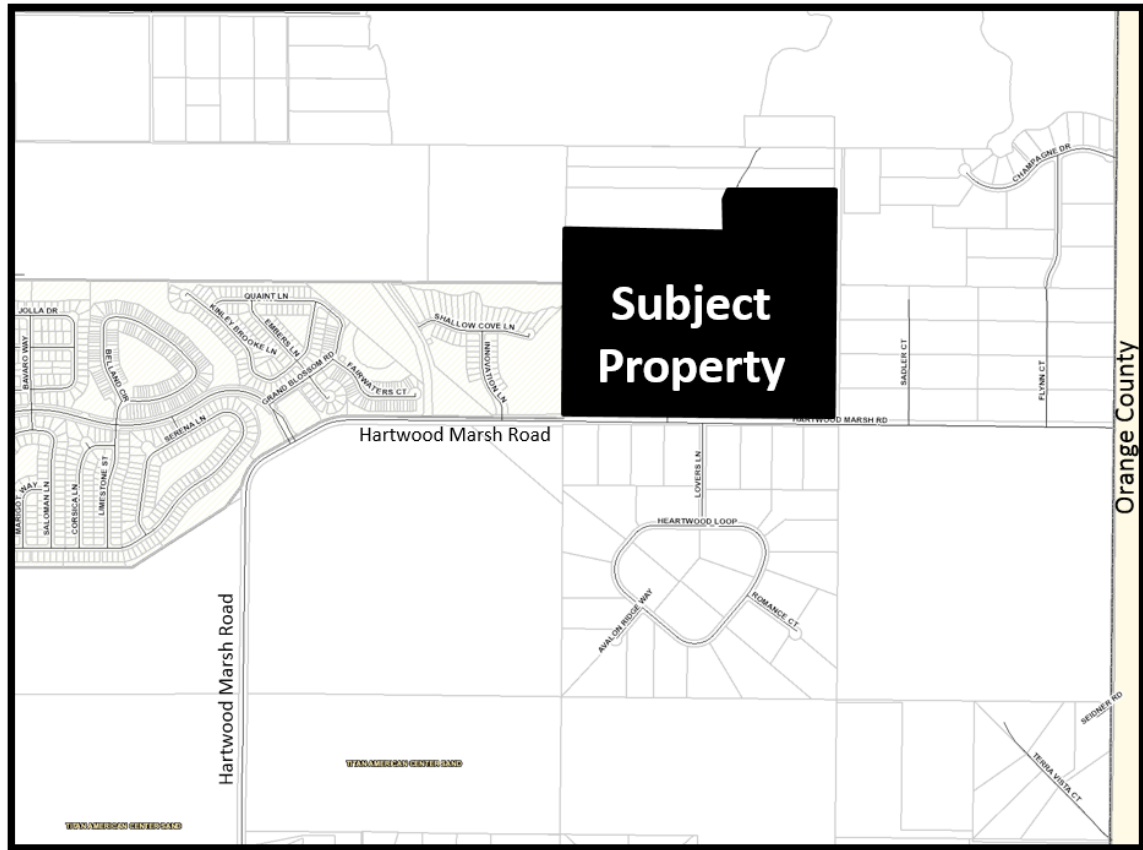
This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE No. 2017-40

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-40

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of January, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Eddy Property Clermont, Florida



daly design group

Urban Planning · Landscape Architecture · Project Management

913 N Pennsylvania Ave, Winter Park, Florida 32789

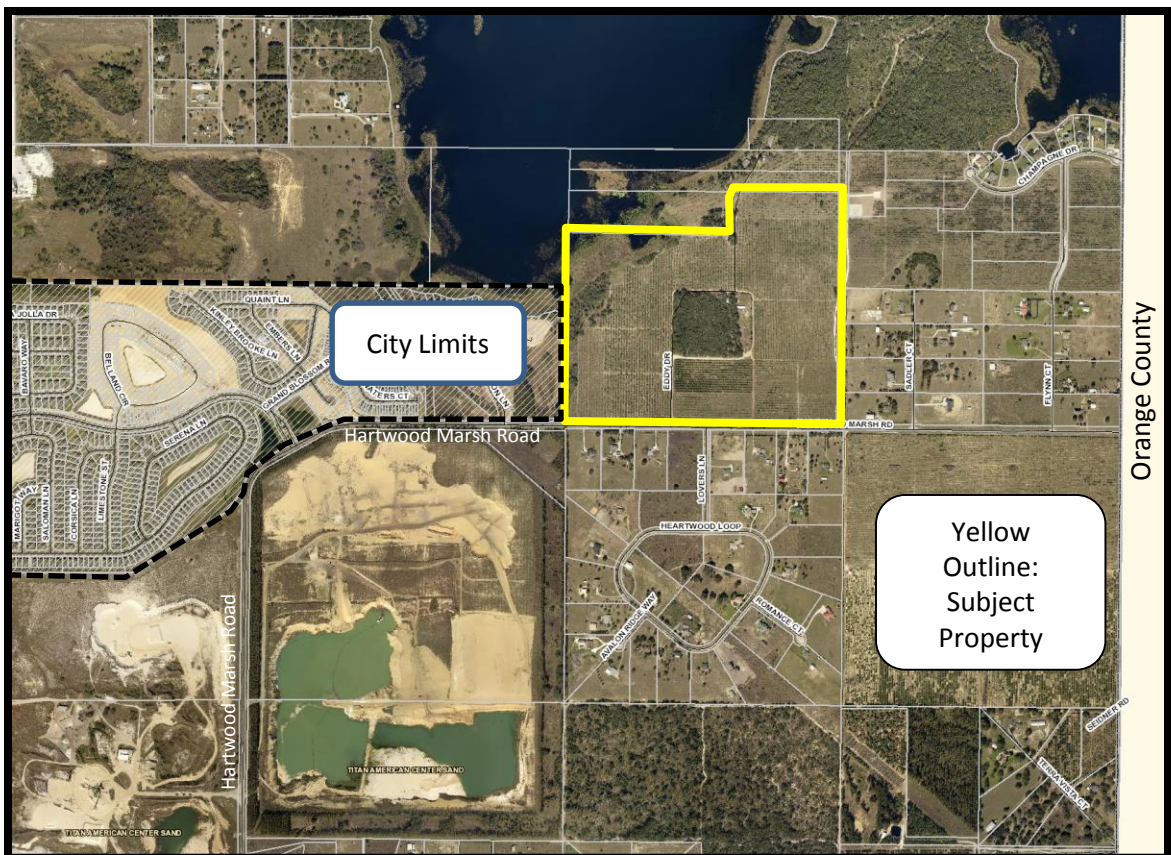
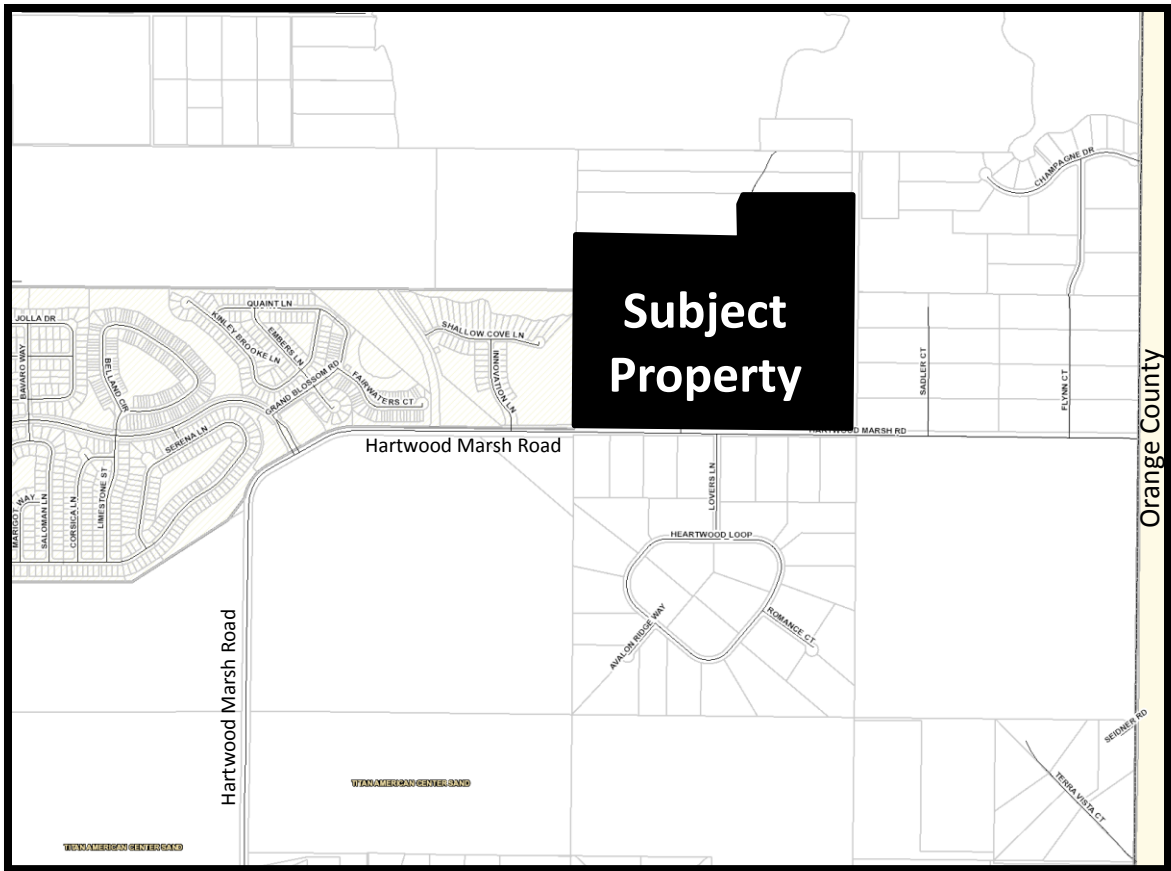
Phone 407.740.7373 · www.dalydesign.com

Job No.: 1709 Scale: nts Date: August 2017



EXHIBIT 1

Exhibit - Location Map - Eddy Property





APPLICATION & PETITION

DATE: 09/06/2017

FEE: \$155.⁰⁰
+ cost of advertising

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

PROJECT NAME (if applicable): Eddy Property

APPLICANT: Chuck Piper

Address: 804 W. 2nd Ave

City: Windermere State: Florida Zip: 32786

Phone: 407-908-6986 Fax: _____

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

OWNER: Mary B Eddy

Address: 11955 Eddy Drive

City: Winter Garden State: Florida Zip: 34786

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): Chuck Piper

Address: 804 W. 2nd Ave

City: Windermere State: Florida Zip: 32786

Phone: 407-908-6986 Fax: _____

E-Mail: chuckpiper@cfl.rr.com

Property address and/or general location: Eddy Drive, Winter Garden Florida
East of Heritage Hills subdivision and north of Hartwood Marsh Road

Area of property: 114 ac +/- acres, and/or 4,965,840 +/- sq. ft.

The property is PRESENTLY used for: Vacant Orange Grove

The property is PROPOSED to be used for: Single Family residential development





Existing Lake County Land Use* : Rural

Existing Lake County Zoning* : A-1

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

Number of existing structures on the property and their present use: 3 Garage / carports
Used for agricultural farming

State the reason or basis for this request: To redevelop the vacant orange grove into
a maximum 340 single family homes

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

Section 01, Township 23, Range 26

NW 1/4—LESS N 400 FT & LESS E 70 FT & LESS FROM N 1/4 COR |
OF SEC RUN S 0-24-23 E ALONG E LINE OF NW 1/4 A DIST OF 400 |
FT, S 89-45-17 W ALONG S LINE OF N 400 FT OF NW 1/4 A DIST |
OF 1007.31 FT FOR POB, RUN S 23-44-13 W 92.02 FT, S 01-41-26 |
W 206.35 FT, S 0-54-02 E 132 FT, S 89-45-17 W 1573.47 FT TO |
W LINE OF SEC, N 0-08-15 W ALONG SAID W LINE 422.30 FT TO S |
LINE OF N 400 FT OF NW 1/4, N 89-45-17 E 1615.54 FT TO POB & |
LESS S 33 FT FOR RD R/W— |
ORB 1529 PG 1669 |

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



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

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

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

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

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 1st day of September, 2017.

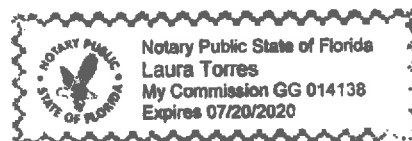
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

Mary B Eddy
Landowner (Petitioner)

Sept 1 / 17
Date

Laura Torres
Notary Public

7/20/2020
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 9/1/17

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

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
maximum of 340 residential homes
3. That said authority (owner) has appointed (agent's name) Chuck Piper
to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

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

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

X Mary B Eddy
Owner (signature)

X [Signature]
Agent's (signature)

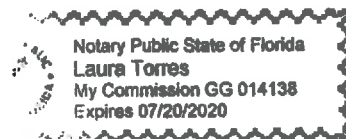
Sworn to and subscribed before
me this 1st day of September
20 17.

Laura Torres
Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this 1st day of September
20 17.

Laura Torres
Notary Public, State of FL
My commission expires:

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



Eddy Property Legal Description

Legal Description:

The northwest 1/4 of section 1, township 23 south, range 26 east, less the north 400 feet and less the east 70 feet and less from the north 1/4 corner of section, run south 0°24'23" east along the east line of the northwest 1/4 a distance of 400 feet; thence south 89°45'17" west along the south line of the north 400 feet of the northwest 1/4 a distance of 1007.31 feet for point of beginning; thence run south 23°44'13" west 92.02 feet; thence south 01°41'26" west 206.35 feet; thence south 00°54'02" east 132 feet; thence south 89°45'17" west 1573.47 feet to west line of said section; thence north 0°08'15" west along said west line 422.30 feet to south line of north 400 feet of the northwest 1/4; thence north 89°45'17" east 1615.54 feet to the point of beginning and less the south 33 feet for road right of way, and lying and being in section 1, township 23 south, range 26 east, Lake County, Florida.

The above described tract of land contains 114.394 acres more or less.

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, January 23, 2018 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2017-40

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

LOCATION:

$\frac{3}{4}$ of a mile east of Heritage Hills Boulevard on Hartwood Marsh Road,
North of the intersection of Lovers Lane and Hartwood Marsh Road
Alternate Key 1593174

LEGAL DESCRIPTION

The Northwest 1/4 of Section 1, Township 23 South, Range 26 East, less the North 400 feet and less the East 70 feet and less from the North 1/4 corner of section, run South 0°24'23" East along the East line of the Northwest 1/4 a distance of 400 feet; thence South 89°45'17" West along the South line of the North 400 feet of the Northwest 1/4 a distance of 1007.31 feet for Point of Beginning; thence run South 23°44'13" West 92.02 feet; thence South 01°41'26" West 206.35 feet; thence South 00°54'02" East 132 feet; thence South 89°45'17" West 1573.47 feet to West line of said section; thence North 0°08'15" West along said West line 422.30 feet to South line of North 400 feet of the Northwest 1/4; thence North 89°45'17" East 1615.54 feet to the Point of Beginning and less the South 33 feet for road right of way, and lying and being in Section 1, Township 23 South, Range 26 East, Lake County, Florida.

The above described tract of land contains 114.39 acres more or less.

See Map Below

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

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

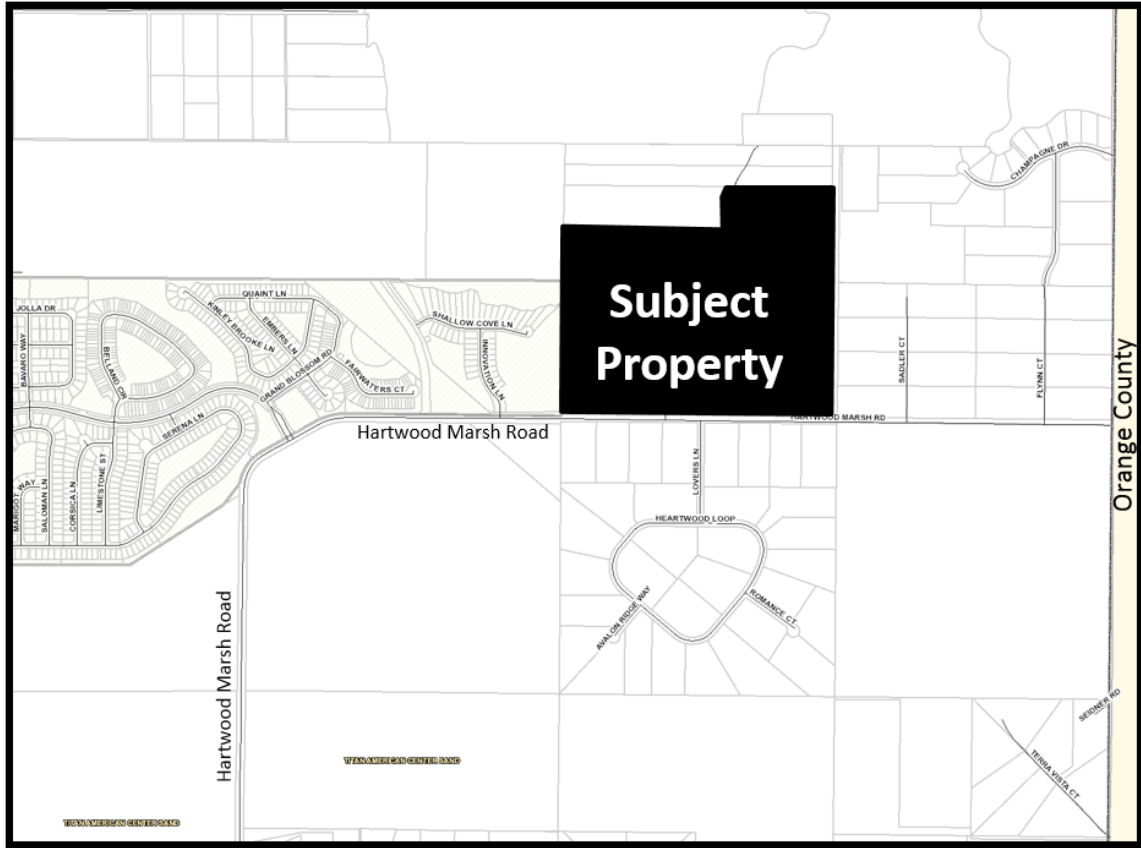
Tracy Ackroyd Howe, MMC

City Clerk

Daily Commercial

January 9, 2018 & January 16, 2018

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, November 14, 2017	
Agenda Item Name	
Ordinance No. 2017-41 <i>Transmittal</i> <i>Eddy Property Large-scale Comprehensive Plan Amendment</i>	
Requested Action	
Recommend transmittal of Ordinance 2017-41.	
Staff Report	
The applicant, Chuck Piper, is requesting a Future Land Use change on the subject property. This request is being heard concurrently with requests for annexation and a rezoning to a Planned Unit Development (PUD) for single-family housing. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The property has been historically used for agricultural uses but is now inactive. The proposed map amendment will change the future land use from Lake County's Rural to the City's Low Density Residential. The City's Low Density Residential does not permit commercial or industrial uses. The applicant is requesting up to 340 units on 114.39 +/- acres, which equates to 2.97 units per acre. The City's Low Density Residential allows up to three (3) dwelling units per acre. This proposed land use is the City's lowest density residential land use category. Several policies in the City's Comprehensive Plan support the proposed map amendment. These policies include: <u>Policy 1.1.1:</u> Urban services such as water and sewer shall not be extended outside the Lake County/Clermont Joint Planning Area (JPA) without a companion land use plan amendment modifying the boundary and amending the land uses. An exception may be considered where public health, safety and welfare require a community water system or the extension of water service to ensure safe potable water. <u>Policy 1.6.1:</u> Low-Density Residential. Areas delineated on the FLUM for low-density residential development shall accommodate a maximum density of up to three dwelling units per acre and shall be comprised primarily of single-family detached homes on individual lots. <u>Policy 1.12.3:</u> The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's comprehensive plan. Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in January. Staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Rural to the City's Low Density Residential.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. No 2017-41	Ord 2017-41 Eddy CPA.doc	
2. Maps	Eddy Maps Final.pdf	
3. Exhibit WO EA	Eddy CPPA report rev 10 11 17 WO EA.pdf	
4. Updated App via Letter	1709 Eddy property Future land use letter 10-11-17.pdf	
5. App	Eddy Comp Plan App.pdf	
6. Legal Ad	CPA AD Eddy.docx	

CITY OF CLERMONT
ORDINANCE No. 2017-41

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

The Northwest 1/4 of Section 1, Township 23 South, Range 26 East, less the North 400 feet and less the East 70 feet and less from the North 1/4 corner of section, run South 0°24'23" East along the East line of the Northwest 1/4 a distance of 400 feet; thence South 89°45'17" West along the South line of the North 400 feet of the Northwest 1/4 a distance of 1007.31 feet for Point of Beginning; thence run South 23°44'13" West 92.02 feet; thence South 01°41'26" West 206.35 feet; thence South 00°54'02" East 132 feet; thence South 89°45'17" West 1573.47 feet to West line of said section; thence North 0°08'15" West along said West line 422.30 feet to South line of North 400 feet of the Northwest 1/4; thence North 89°45'17" East 1615.54 feet to the Point of Beginning and

CITY OF CLERMONT
ORDINANCE No. 2017-41

less the South 33 feet for road right of way, and lying and being in Section 1, Township 23 South, Range 26 East, Lake County, Florida.

The above described tract of land contains 114.39 acres more or less. AK 1593174

CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – RURAL
TO CITY OF CLERMONT LOW DENSITY RESIDENTIAL

Section 2.

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

Section 3.

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

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2017-41

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of January, 2018.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map - Eddy Property

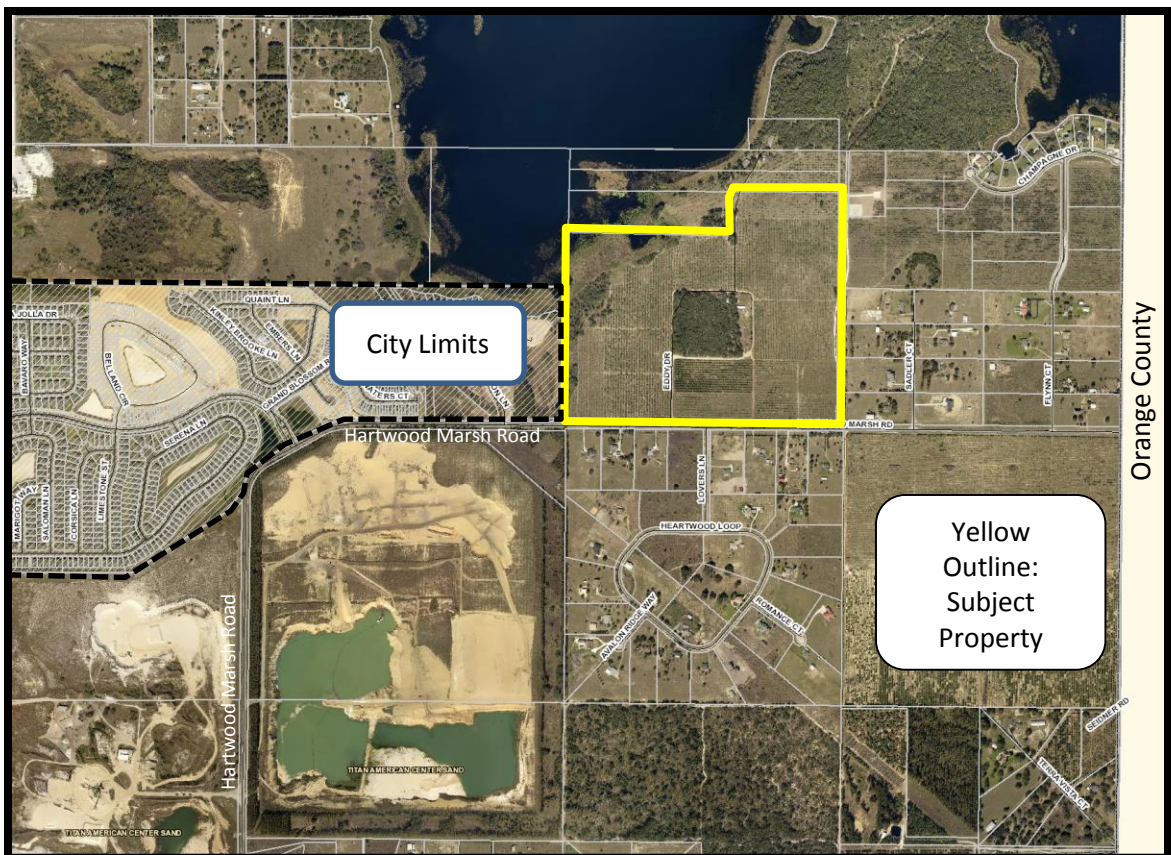
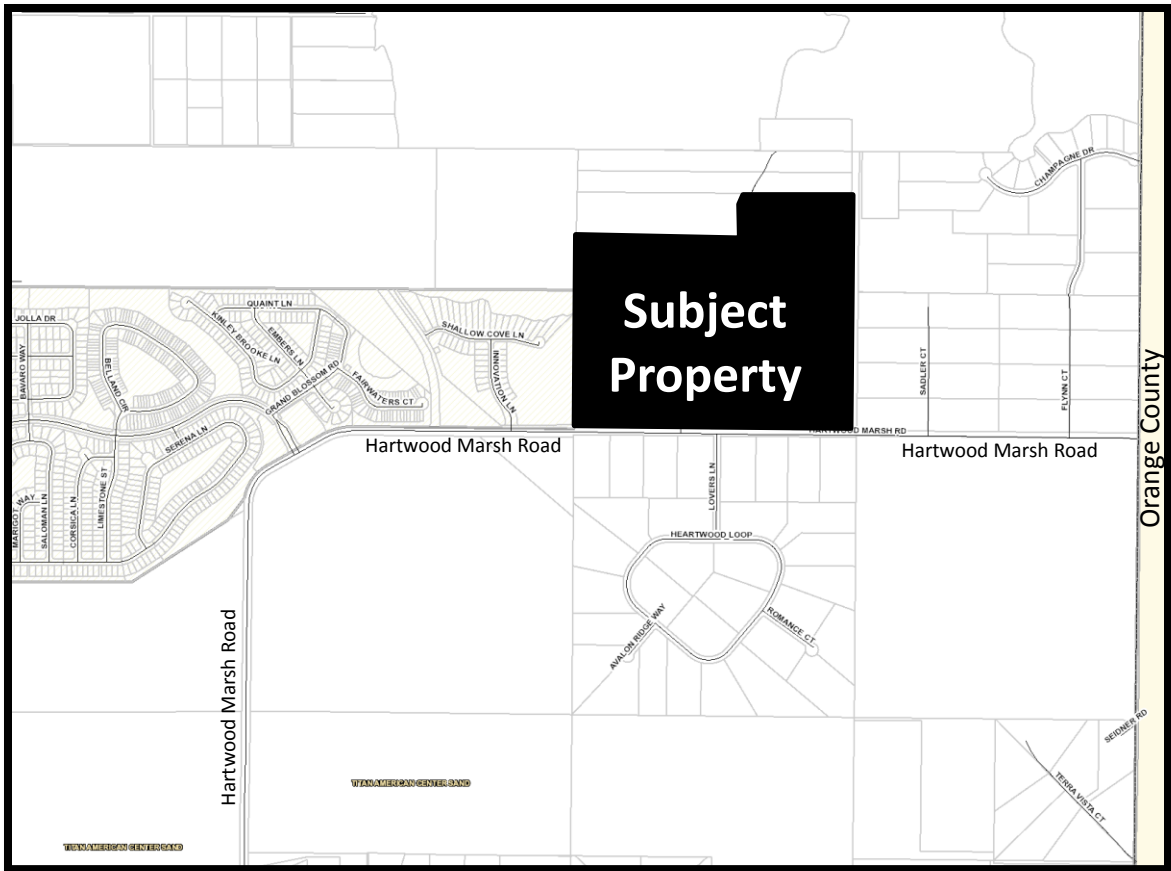


Exhibit – Future Land Use Map – Eddy Property

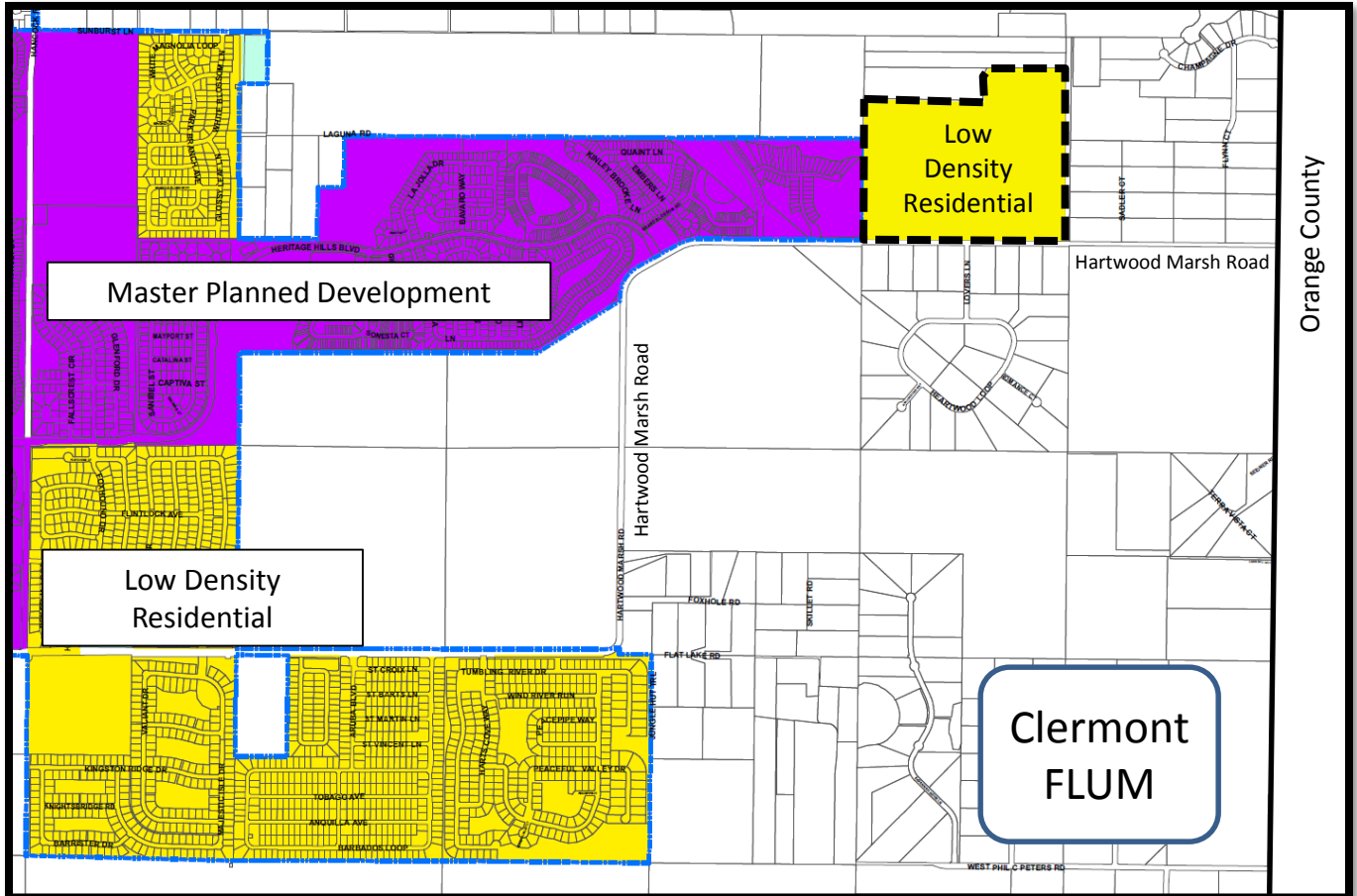
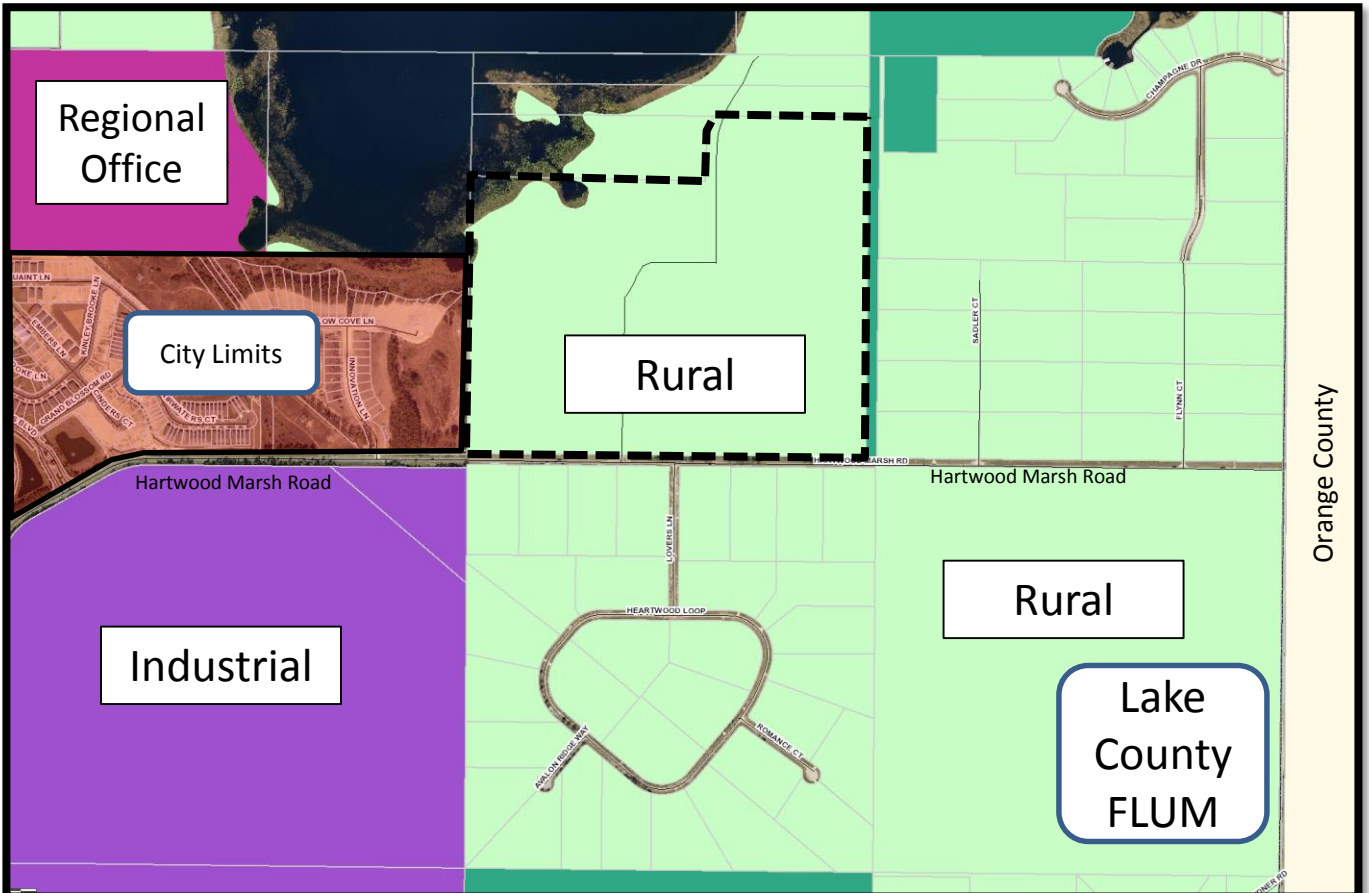
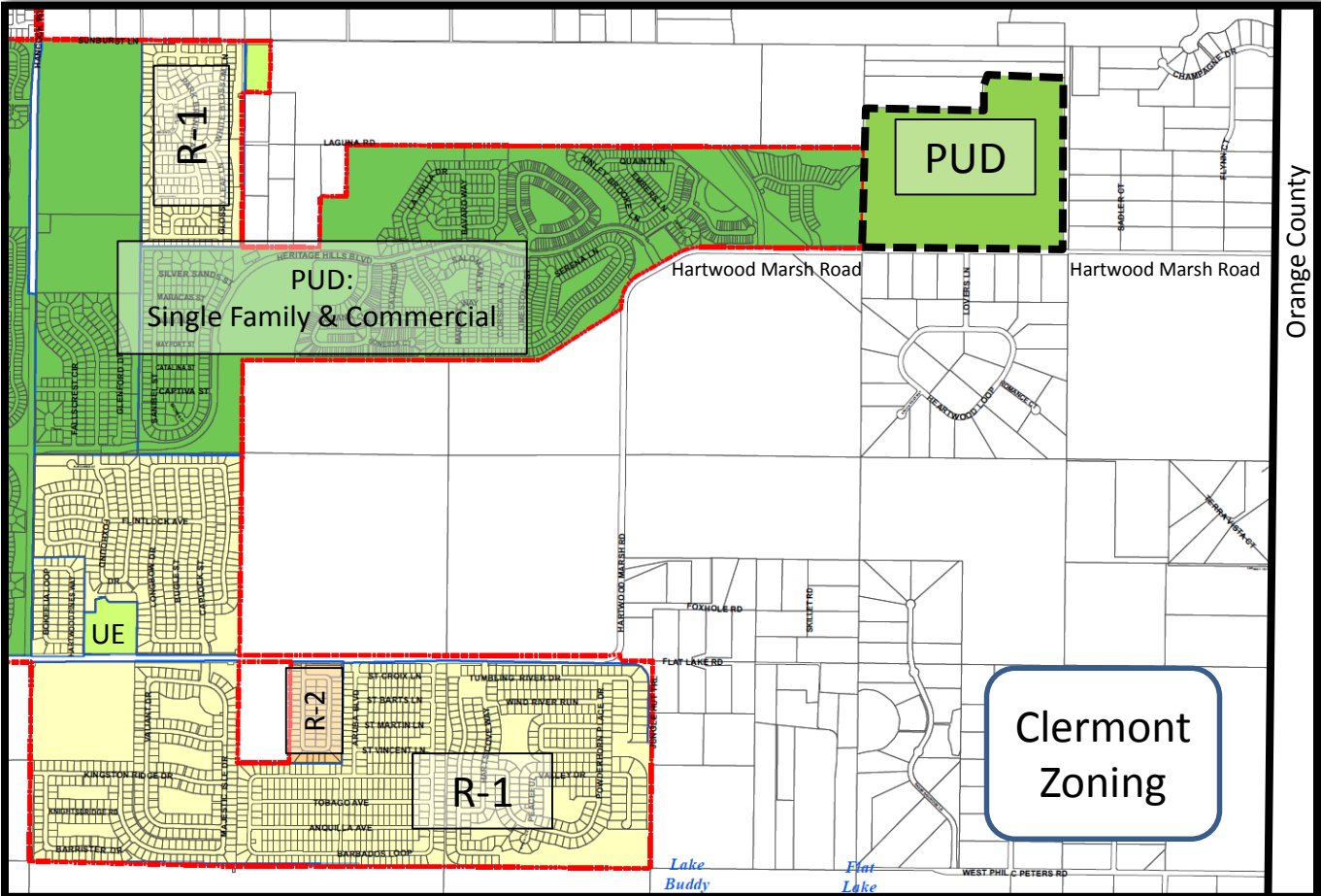
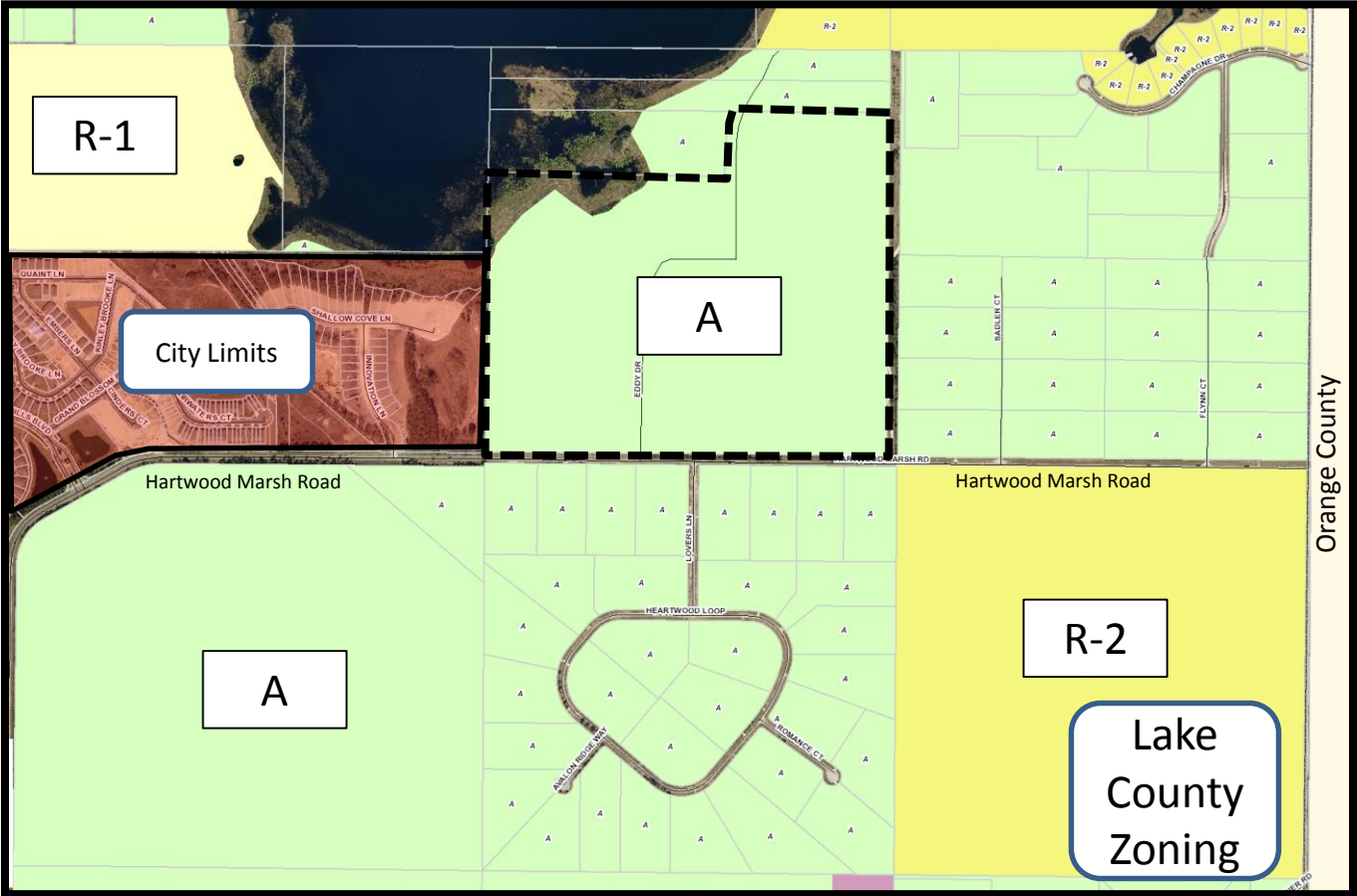


Exhibit – Zoning Map – Eddy Property





EDDY PROPERTY

COMPREHENSIVE PLAN

AMENDEMENT

PREPARED

REVISED

OCTOBER 11, 2017

daly design group

Urban Planning · Landscape Architecture · Project Management
913 N Pennsylvania Ave, Winter Park, Florida 32789
Phone 407.740.7373 · www.dalydesign.com



Eddy Property Comprehensive Plan Amendment

Property Owners:

Mary B Eddy, Trustee
11955 Eddy Dr
Winter Garden FL 34787
Contact: Mrs Mary Eddy

Applicant:

Mr. Chuck Piper
804 W. 2nd Ave
Windermere, FL 34786
Contact: Mr Chuck Piper

Urban Planner:

Daly Design Group
913 N Pennsylvania Ave
Winter Park FL 32789
Contact: Mr Thomas Daly

Traffic Engineer:

Traffic & Mobility Consultants
1507 S. Hiawasse Road, suite 212
Orlando FL 32835
Contact: Mr Mohammed Abdallah

Environmental Consultant:

Bio-Tech Consulting, Inc.
2002 E. Robinson Street
Orlando, FL 32803
Contact: Mr John Miklos

Engineer:

Madden, Moorhead and Stokes, Inc.
431 E Horatio Ave
Maitland, FL 32751
Contact: Mr David Stokes

Surveyor:

Allen and Company.
213 S Dillard Street, Ste 210
Winter Garden, FL 34787
Contact: Mr James Rickman

Eddy Property Comprehensive Plan Amendment

Table of Contents:

- 1.1 Project Location – pg 3.
- 1.2 Project Legal Description – pg 3.
- 1.3 Site Description – pg 3.
- 1.4 Adjacent Land Uses –pg.3
- 1.5 Project Overview – pg 4.
- 1.6 Compatibility of Land Uses - pg 4.
- 1.7 Consistency with Future Land Use Element – pg 5
- 1.8 Level of Services – pg 6

Table of Exhibits

- Exhibit 1 – Location Map
- Exhibit 2 – Topography Map
- Exhibit 3 – Soils Map
- Exhibit 4 – Existing Future Land Use Map
- Exhibit 5 – Proposed Future Land Use Map

Table of Appendix

- Appendix 1 – Environmental Assessment Report, prepared by Bio-Tech Consultants
- Appendix 2 – Traffic Study (to be submitted under a separate cover), prepared by TMC

Eddy Property Comprehensive Plan Amendment

1.0 Location:

The subject site (Parcel ID:01-23-26-000200000300) (Alt Key: 1593174) is located north of Harwood Marsh Rd, East of Innovation Lane, North of Lovers Lane, South of Johns Lake and West of the Lake County Water Authority access tract. (Exhibit 1)

1.1 Legal Description:

The northwest 1/4 of section 1, township 23 south, range 26 east, less the north 400 feet and less the east 70 feet and less from the north 1/4 corner of section, run south 0°24'23" east along the east line of the northwest 1/4 a distance of 400 feet; thence south 89°45'17" west along the south line of the north 400 feet of the northwest 1/4 a distance of 1007.31 feet for point of beginning; thence run south 23°44'13" west 92.02 feet; thence south 01°41'26" west 206.35 feet; thence south 00°54'02" east 132 feet; thence south 89°45'17" west 1573.47 feet to west line of said section; thence north 0°08'15" west along said west line 422.30 feet to south line of north 400 feet of the northwest 1/4; thence north 89°45'17" east 1615.54 feet to the point of beginning and less the south 33 feet for road right of way, and lying and being in section 1, township 23 south, range 26 east, Lake County, Florida.

The above described tract of land contains 114.394 acres more or less.

1.2 Site Description:

The subject site is currently an inactive orange grove, with a majority of the trees no longer producing crops. The current owner has considered other types of crops such as blueberries as an alternative crop; however to date those efforts have not come to fruition.

The topography varies on the site with the elevations along Hartwood Marsh Road that range between 140' and 160' along the frontage, and generally slopes towards Johns Lake. (Exhibit 2)

The soils on the subject site consist of Candler sand, 0 to 5% slopes, Candler sand, 5 to 12% slopes, lake sand 0 to 5 percent slopes, Orlando fine sand and Placid and Mykka fine sands, depression. The soils are suitable for residential development. (Exhibit 3)

An environmental assessment report has been prepared by Bio-Tech Consulting and is attached for review. (Appendix 1)

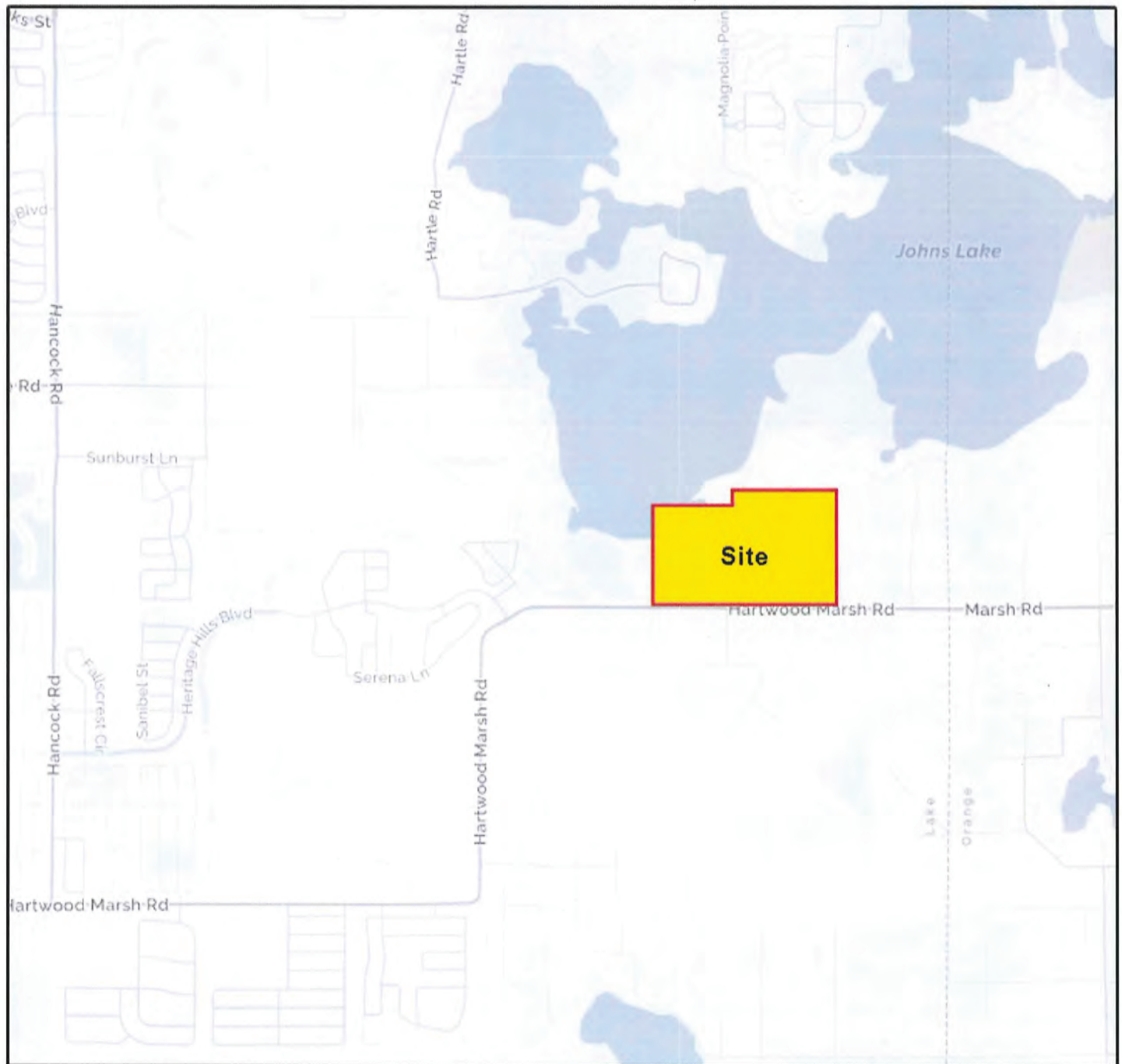
1.3 Adjacent Future Land Uses:

Heritage Hills subdivision is adjacent to the western property boundary. This development is within the City limits and has an existing Future Land Use of Master Planned Development.

There are 2 properties adjacent to the northern property boundary that are existing large lot single family dwellings. These properties are within Lake County and have an existing FLU of Rural 1du/5ac. Access to these properties shall be provided via the internal subdivision roads.

The Lake County Water Authority owns the 70' access tract on the eastern property boundary. This tract provides an access road and paved parking area for the conservation area owned by the Water Authority located along the south side of Johns Lake. This property and has an existing FLU of Conservation.

Eddy Property Clermont, Florida



daly design group

Urban Planning · Landscape Architecture · Project Management

913 N Pennsylvania Ave, Winter Park, Florida 32789

Phone 407.740.7373 · www.dalydesign.com

Job No.: 1709 Scale: nts Date: August 2017



EXHIBIT 1

Eddy Property
Clermont, Florida



daly design group

Urban Planning · Landscape Architecture · Project Management

913 N Pennsylvania Ave, Winter Park, Florida 32789

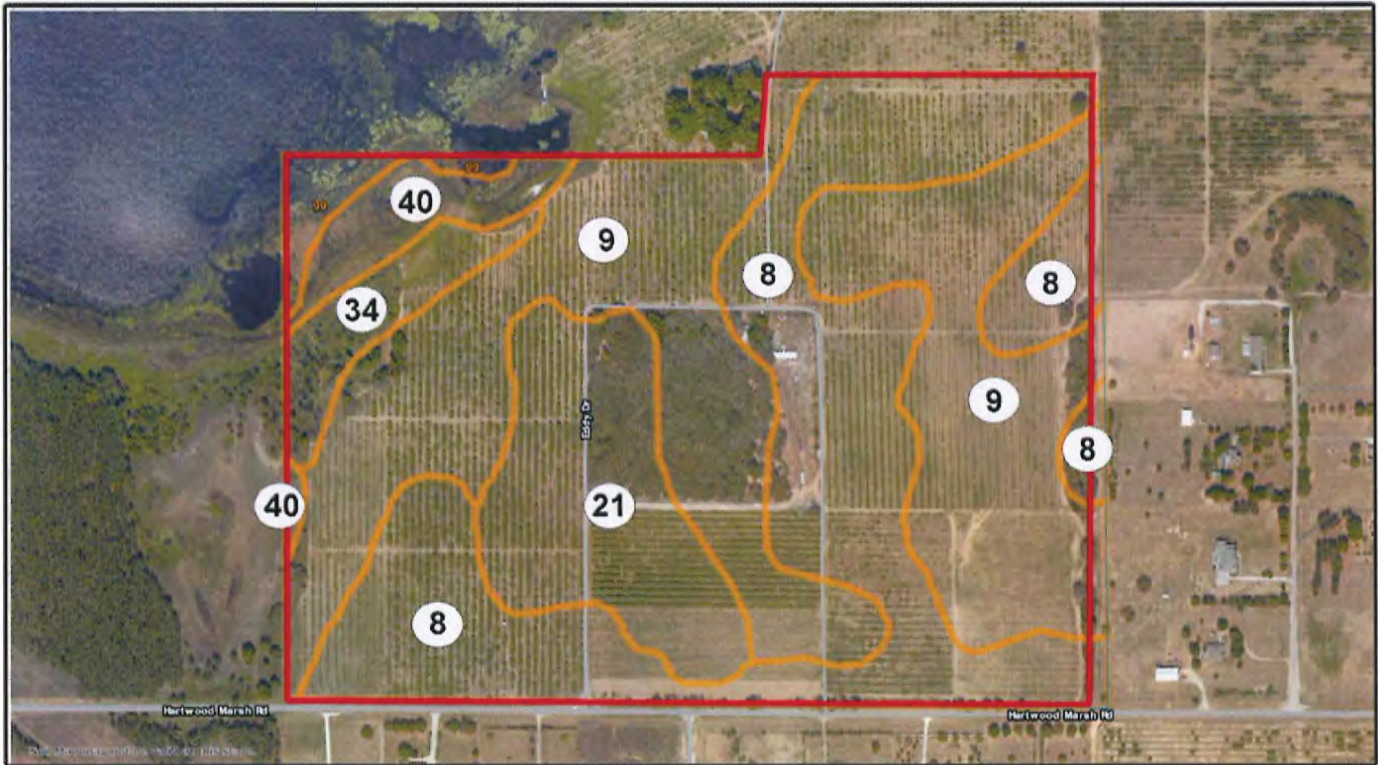
Phone 407.740.7373 • www.dalydesign.com

Job No.: 1709 Scale: nts Date: August 2017



EXHIBIT 2

Eddy Property Clermont, Florida



LEGEND

- 8 - CANDLER SAND, 0 TO 5% SLOPES
- 9 - CANDLER SAND, 5 TO 12% SLOPES
- 21 - LAKE SAND, 0 TO 5% SLOPES
- 34 - ORLANDO FINE SAND
- 40 - PLACID AND MYAKKA FINE SANDS, DEPRESSIONAL



daly design group

Urban Planning · Landscape Architecture · Project Management
913 N Pennsylvania Ave, Winter Park, Florida 32789
Phone 407.740.7373 · www.dalydesign.com
Job No.: 1709 Scale: nts Date: August 2017



EXHIBIT 3

Eddy Property Comprehensive Plan Amendment

The southern property boundary has frontage on the north side of Hartwood Marsh Road. There are (8) 5 acre lots within Lake County that front along the south side of Hartwood Marsh Road. These existing residential homes have an existing FLU of Rural. (Exhibit 4)

1.4 Project Overview:

The requested Comprehensive Policy Plan Amendment (CPPA) is to amend the Future Land Use Map (FLUM) on the subject site from Lake County Rural (R) to the City of Clermont Low Density Residential (LDR). Currently the site is within the jurisdictional boundary of Lake County; however an annexation request to annex into the City of Clermont has been submitted along with the CPPA. (Exhibit 5)

The applicant seeks approvals to develop a maximum of 340 single family units on 114.39 acres of land. The site is contiguous on the western property boundary to the City of Clermont and the Heritage Hill Subdivision along Hartwood Marsh Road. The site is within the Interlocal Service Boundary Agreement (ISBA) and will receive utility service from the City of Clermont.

The requested CPPA seeks approvals to amend the existing FLU from Lake County Rural to the City of Clermont Low Density Residential in order to develop a single family detached residential community consistent with the City of Clermont's regulations. The request to develop a single family residential community is an orderly and efficient transition of uses, densities and intensities which currently exist within the City of Clermont.

1.5 Compatibility of Land Use:

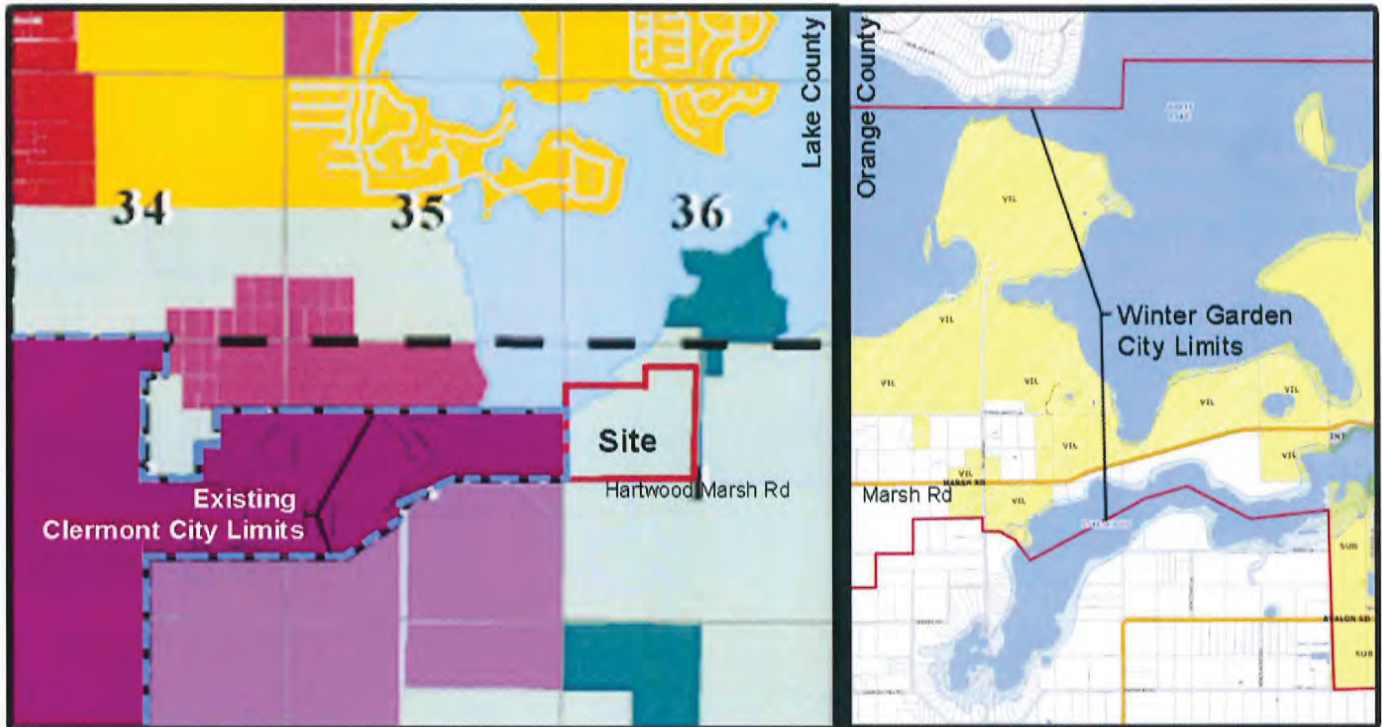
The western boundary of the subject site is contiguous with the City of Clermont. The existing Heritage Hill subdivision is a large planned community with multiple lot sizes ranging from townhome lots to single family lots. The applicant seeks approvals consistent with the Heritage Hill subdivision, which would allow for a natural extension of the existing development pattern within the Clermont City Limits and act as a transitional use to existing development within Lake County.

The majority of the northern boundary consist lakeshore along Johns Lake. However, there are (2) existing single family lots located along a portion the northern boundary line. These 2 properties have an existing Lake County FLU of R. (Alt Key: 3887116 & 1593166) Access to these sites will be provided by the internal subdivision roads within the project boundaries.

The eastern boundary is continuous to the Lake County Water Authority 70' access tract. PID# 01-23-26-000200002500 (Alt Key: 3638875). This tract acts as a natural 70' buffer to the exiting single family homes that reside within Lake County. Pedestrian and vehicular access may be provided to the Water Authorities land in order to provide access to existing conservation park lands that provide recreational opportunities for the residents of Lake County.

The City has also recently approved the Waterbrooke PD, which is large planned development located along east side of Hancock Road and the Northwest corner of Johns Lake. This community proposed 950 residential units with multiple size lots. The applicant seeks approvals consistent with the emerging development pattern being established in this area of the City.

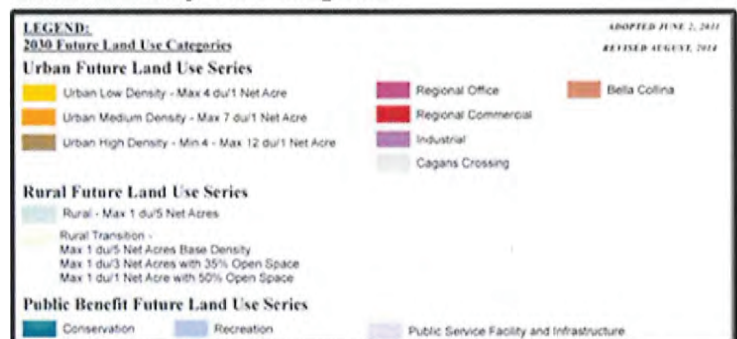
Eddy Property Clermont, Florida



Clermont FLU Legend



Lake County FLU Legend



daly design group

Urban Planning · Landscape Architecture · Project Management

913 N Pennsylvania Ave, Winter Park, Florida 32789

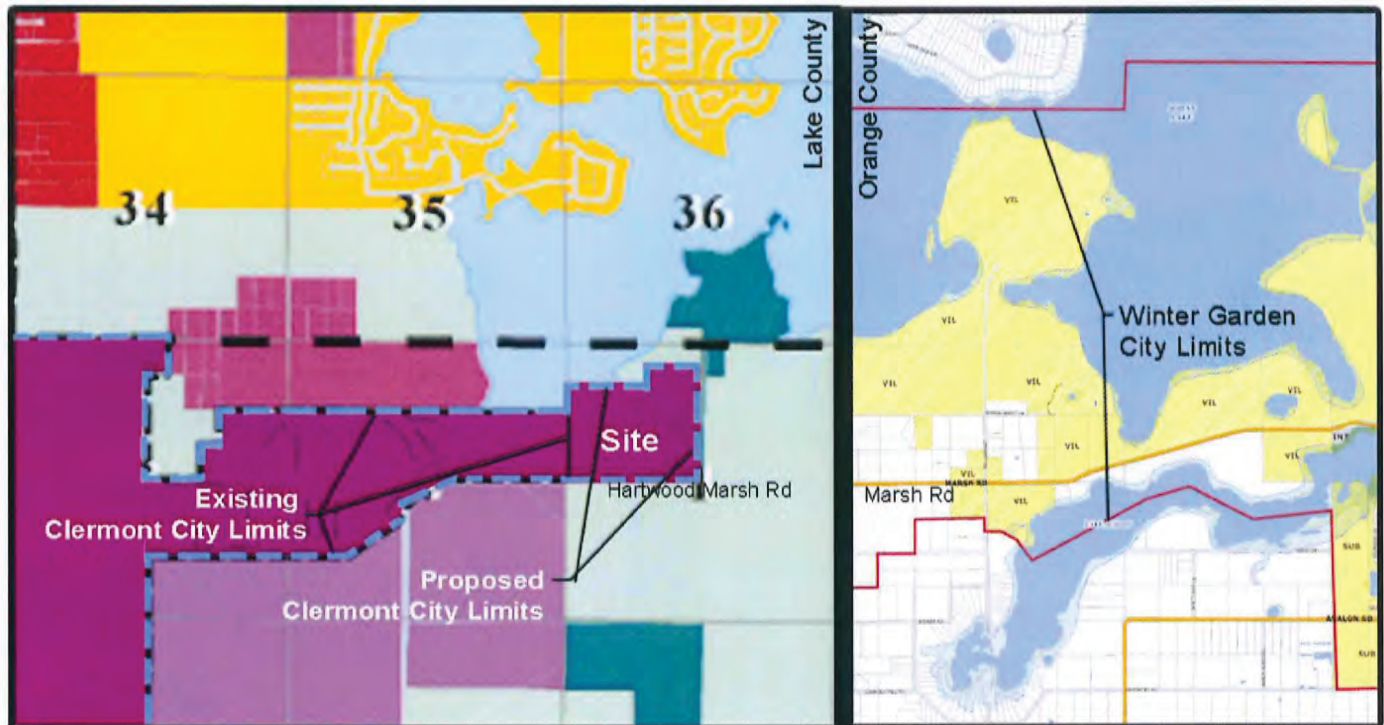
Phone 407.740.7373 · www.dalydesign.com

Job No.: 1709 Scale: nts Date: August 2017



EXHIBIT 4

Eddy Property Clermont, Florida



Clermont FLU Legend



Lake County FLU Legend



daly design group

Urban Planning · Landscape Architecture · Project Management

913 N Pennsylvania Ave, Winter Park, Florida 32789

Phone 407.740.7373 · www.dalydesign.com

Job No.: 1709 Scale: nts Date: August 2017



EXHIBIT 5

Eddy Property Comprehensive Plan Amendment

1.6 Consistency with Future Land Use Element:

This request is consistent with the following Goals, Objectives and Policies of the City of Clermont Future Land Use Element.

Objective 1.1: Discourage Urban Sprawl. The City shall discourage and/or reduce urban sprawl through a future land use pattern that promotes orderly, compact development and the provision of public facilities and services that minimize costs and environmental impacts and maximize efficiency.

Response: The application is to develop a maximum 340 single family residential lots on 114 acres of land. The site is contiguous to the City limits on the western boundary and is within the ISBA. The proposed development is consistent with the existing development pattern for this area of the City.

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

Response: The subject site is within the ISBA. Existing utility services are located along Hartwood Marsh Road and the developer will extend these services to the proposed community.

Policy 1.2.1: The City shall consider the compatibility of adjacent future land use categories during the land use plan amendment process. The City shall consider potential maximum densities and intensities and the appropriate transition of uses, densities and intensities.

Response: The proposed development is consistent with the existing development pattern within the Heritage Hills subdivision located to the west of the site. The proposed development proposes a mixture of lot sizes that will act as a transition of uses from the existing development within the City and the existing residential development to the east that will remain in Lake County.

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

Response: The subject site is a 114.39 acre parcel that would allow for a maximum 340 single family lots developed at 3du/ac.

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

Response: The applicant has filed for voluntary annexation in the City. The proposed development offers a logical extension of the existing city limits and urban services. The site is located within the ISBA and the City has capacity to service the site.

Eddy Property Comprehensive Plan Amendment

1.7 Level of Services:

The average household in Lake County per the 2010 census is 2.45 persons per household. It is estimated that this community will generate approximately 833 persons.

The subject parcel is within the ISBA and the City has capacity to serve the community.

This community will generate 58,310gpd (70gpd per capita) of wastewater. The city has capacity to serve this community.

This community will use 83,300gpd (100gpd per capita) of Potable water. The city has capacity to serve this community.

This community will produce 5,523 lbs per day (6.63 lbs per capita). The City of Clermont will provide service to this community.

Active and passive recreation shall be provided consistent with the residential PUD requirements.

The applicant shall submit an Adequate School Facilities Determination application and will work with the City and the School Board to ensure adequate level of service is provided to the community.

A traffic study demonstrating roadway LOS shall be submitted under a separate cover.

October 11, 2017

Mr. John Kruse
Senior Planner
City of Clermont
685 W. Montrose St.
Clermont, Fl. 34711

Re: Eddy Property Future land use application

Mr. Kruse,

It has come to our attention that the application to amend the cities future Land Use Map did not indicate the appropriate requested designation. That application requested a future land use designation of MPD (master planned development). The correct request should be Low Density Residential.

Please accept this letter as a change in our request to amend the cities future land use on the Eddy property to Low Density Residential.

Attached are an updated project narrative and the zoning plan that reflects this change.

We apologize for the inconvenience. Please let us know if you need anything further on this matter.

Sincerely



Thomas Daly
President





**CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application**

DATE: 09/06/2017

FEE: \$2,325.00

Project Name (if applicable): Eddy Property

Applicant: Chuck Piper

Contact Person: Chuck Piper

Address: 804 W 2nd Ave

City: Windermere State: Florida Zip: 32786

Phone: 407-908-6986 Fax: _____

E-Mail: chuckpiper@cfl.rr.com

OWNER: Mary Eddy

Address: 11955 Eddy Drive

City: Winter Garden State: Florida Zip: 34783

Phone: _____ Fax: _____

E-Mail: _____

General Location: East of Heritage Hills subdivision, North side of Hartwood Marsh Rd
Eddy Drive Winter Garden FL

Legal Description (include copy of survey): _____

NW 1/4--LESS N 400 FT & LESS E 70 FT & LESS FROM N 1/4 COR [OF SEC RUN S 0-24-23 E ALONG E LINE OF NW 1/4
A DIST OF 400 FT, S 89-45-17 W ALONG S LINE OF N 400 FT OF NW 1/4 A DIST OF 1007.31 FT FOR POB, RUN S
23-44-13 W 92.02 FT, S 01-41-26 W 206.35 FT, S 0-54-02 E 132 FT, S 89-45-17 W 1573.47 FT TO W LINE OF SEC, N
0-08-15 W ALONG SAID W LINE 422.30 FT TO S LINE OF N 400 FT OF NW 1/4, N 89-45-17 E 1615.54 FT TO POB &
LESS S 33 FT FOR RD R/W-- [ORB 1529 PG 1669]

Property size (in acres or square feet): 114 ac

Flood hazard area (yes) ☒ and approx. acreage 6.4 ac (no) _____

Existing (Actual) Land Use: (Vacant Orange Grove

Existing Zoning: A-1

Existing Future Land Use: Rural (Lake County)

Proposed Future Land Use: MPD (City of Clermont)

Type of development proposed: Develop a maximum 340 Single Family Residential
Units





Proposed density (dwelling units/acre) or intensity: 3 du/ac

Proposed Zoning District: PD

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

See attached Comprehensive Plan Amendment Report

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

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

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

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

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



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Mary Eddy, who being

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

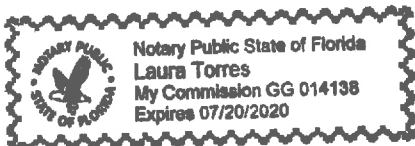
1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Lake County Rural to City of Clermont Master Planned Development for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Chuck Piper to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead. Chuck Piper as applicant

Mary B Eddy as owner
Affiant - Applicant Name (print)

X Mary B Eddy
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 1st day of September, 2017.



X Laura Torres
Notary Public, State of Florida at Large

My Commission Expires: 7/20/2020



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Chuck Piper

, who being

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

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

Chuck Piper

Affiant - Applicant Name (print)

X

[Signature]

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 6th day of SEPT, 2017



X

[Signature]

Notary Public, State of Florida at Large

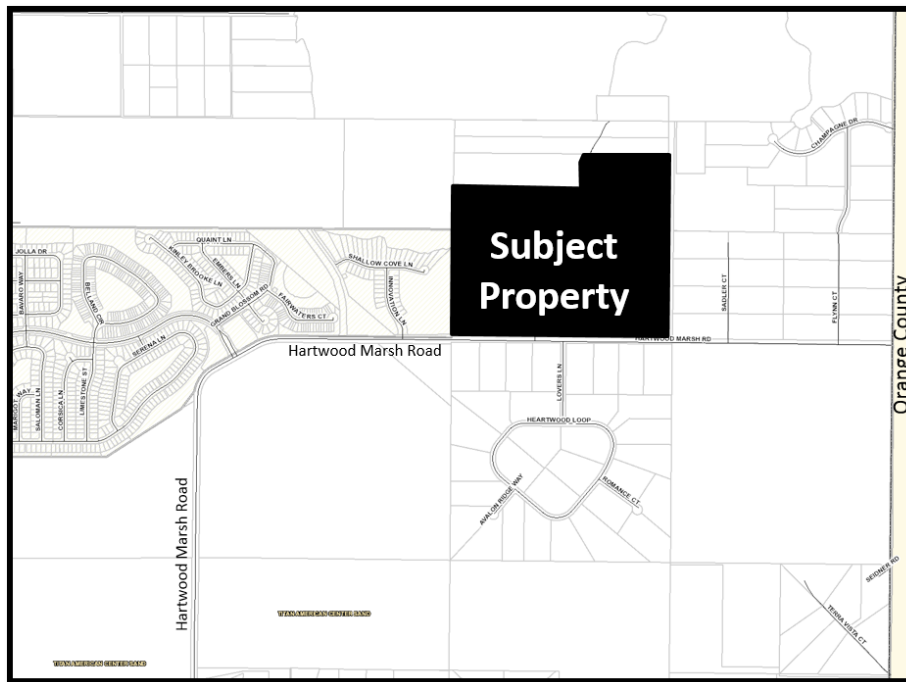
My Commission Expires: 5/24/2018

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2017-41

The City of Clermont will hold public hearings on Tuesday, November 7, 2017 at 6:30 p.m. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map; and on Tuesday, November 14, 2017 at 6:30 p.m. before the City Council to consider introduction of the ordinance and transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the parcel below from Lake County Rural to Low Density Residential.

The City of Clermont will hold a public hearing on Tuesday, January 23, 2018 (final hearing) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



Location:

$\frac{3}{4}$ of a mile east of Heritage Hills Boulevard on Hartwood Marsh Road,
North of the intersection of Lovers Lane and Hartwood Marsh Road
Alternate Key 1593174

Ordinance #2017-41:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the large-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the large-scale comprehensive plan amendment; setting forth the purpose and intent of the large-scale comprehensive plan amendment; providing for the adoption of the large-scale comprehensive plan amendment; establishing the legal status of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

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

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

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
October 27, 2017 and January 9, 2018



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, November 14, 2017	
Agenda Item Name	
Ordinance No. 2017-42 <i>Introduction</i> <i>Eddy Property Rezoning Request</i>	
Requested Action	
Recommend introduction of Ordinance 2017-42.	
Staff Report	
The applicant, Chuck Piper, is requesting a rezoning to a Planned Unit Development (PUD) consisting of up to 340 single-family residential units on 114.39 +/- acres. The property is east of the Heritage Hills Development, north of Hartwood Marsh Road. This request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The property is currently in Lake County with a zoning designation of Rural. Once the property is annexed, it will become Urban Estate. The applicant has provided a conceptual site plan, prepared by Daly Design Group Inc., revision date 10-11-17, showing the proposed layout. The project will consist of up to 340 residential lots. The development will be at a density of 2.97 units per acre. The applicant desires to offer a range of lot sizes from 40 feet in width up to 75 feet in width. The minimum lot area ranges from 4,400 square feet up to 9,000 square feet. The applicant has limited the maximum number of 40-foot wide lots to 30% of the development or a maximum of 102 lots. These lots will be placed in the interior of the project and shall not be allowed on the perimeter of the project. In addition, the applicant has included a design item table with the minimum lot sizes and associated setbacks and criteria. This has been done in the past with other Planned Unit Developments, such as WaterBrooke and Highland Ranch. Staff understands the very nature of the PUD zoning allows waivers to the Land Development Code in order to provide flexible development options for the project. The applicant has requested several waivers to the Land Development Code. These waivers include the following: 1. Allow private streets within the subdivision with gated entry/exits. Section 110-192(1) 2. Allow fifty-foot (50') right-of-way width for interior roadway network for the development instead of the minimum sixty-foot (60") right-of-way. Section 110-193 3. A minimum of 25 % of the net buildable area of the Planned Unit Development shall be provided as open space. A waiver is requested to allow individual phases of the PUD to exceed the net buildable area without providing common open space in proportion to that contained within the entire PUD. The final open space upon buildout will be 25% or greater. Section 122-316(b)4 4. Allow Impervious Surface Ratio (ISR) of 0.75 (75%) for the individual lots, while maintaining an overall PUD development ISR of 0.65 (65%). Section 122-315 (2) 5. Allow solid roof covered screen rooms to encroach seven and one-half feet (7 ½ feet) into the rear setback. Section 122-342 6. Allow street trees within the right-of-way along the frontage of a residential lot to count toward the minimum number of required trees on the lot and to allow such trees to be less than six feet from curbs and sidewalks as long	

as minimum of five feet of clearance is provided between the tree and any public potable water, wastewater or reclaimed water main. Section 118-71(1)

Staff has reviewed the applicant's proposal and believes the proposed use at this location is compatible with the uses in the area. This property is along a corridor between the City of Clermont and the City of Winter Garden that has experienced rapid growth patterns in the past several years. The City has received comments from the Lake County Water Authority, the Lake-Sumter MPO, and Lake County Public Works. Conditions have been added to the PUD ordinance to address most of the concerns.

Staff believes the proposal meets the standards in regards to Section 122-315, Review Criteria for a PUD. However, staff is not supportive of the fifty-foot (50') rights-of-way, the street trees counting towards the lot trees, and the impervious surface ratio (ISR) for individual lots at 75%. However, staff recognizes that these requests has been sought in other developments. Therefore, staff recommends approval of Ordinance 2017- 42 for a Planned Unit Development to be developed in substantial accordance with the conceptual site plan prepared by Daly Design Group Inc., revision date 10-11-17.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
---------------	-----------------------------	-------------------------

Exhibits Attached (copies of original agreements)

- | | | |
|----|-------------------------------------|---|
| 1. | Ordinance 2017-42 | 2017-42EddyRezone.docx |
| 2. | Maps | Eddy Maps Final.pdf |
| 3. | Land Use Plan | Eddy Property revised LUP 10 11 17.pdf |
| 4. | Lake County Water Authority Letter | LCWA Comments.pdf |
| 5. | Lake-Sumter MPO Comments | LSMPO Comments_Eddy Property Methodology_10-2-2017.pdf |
| 6. | Lake-Sumter MPO Additional Comments | Updated LSMPO_Response to Comments-Eddy Property Methodology_10-26-2017.pdf |
| 7. | App | Eddy Property Rez app.pdf |
| 8. | Legal Ad | REZ Eddy Ad.docx |

CITY OF CLERMONT
ORDINANCE No. 2017-42

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

The Northwest 1/4 of Section 1, Township 23 South, Range 26 East, less the North 400 feet and less the East 70 feet and less from the North 1/4 corner of section, run South 0°24'23" East along the East line of the Northwest 1/4 a distance of 400 feet; thence South 89°45'17" West along the South line of the North 400 feet of the Northwest 1/4 a distance of 1007.31 feet for Point of Beginning; thence run South 23°44'13" West 92.02 feet; thence South 01°41'26" West 206.35 feet; thence South 00°54'02" East 132 feet; thence South 89°45'17" West 1573.47 feet to West line of said section; thence North 0°08'15" West along said West line 422.30 feet to South line of North 400 feet of the Northwest 1/4; thence North 89°45'17" East 1615.54 feet to the Point of Beginning and less the South 33 feet for road right of way, and lying and being in Section 1, Township 23 South, Range 26 East, Lake County, Florida.

The above described tract of land contains 114.394 acres more or less.

LOCATION

¾ of a mile east of Heritage Hills Boulevard on Hartwood Marsh Road,
North of the intersection of Lovers Lane and Hartwood Marsh Road
Alternate Key 1593174

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

CITY OF CLERMONT
ORDINANCE No. 2017-42

SECTION 2 – Land Uses:

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

1. A total of up to 340 single family residential dwelling units may be permitted on the site, not to exceed a density of 2.97 units per acre within the project.
2. Development Standards: Development standards for the development of the residential dwelling units shall be based on the size of the lot, as indicated in the table below. The lots sizes may be adjusted over time to respond to market conditions. For example, 55 foot wide lots may be utilized within the development without an amendment to this document.

<u>Design Item</u>	<u>40' Lot*</u>	<u>50' Lot</u>	<u>60' Lot</u>	<u>75' Lot</u>
Minimum Lot Area	4,400 sf	5,500 sf	6,600 sf	9,000 sf
Minimum Living Area	1,200 sf	1,500 sf	1,500 sf	1,500 sf
Minimum Lot Width	40'	50'	60'	75'
Minimum Lot Depth	110'	110'	110'	120'
Minimum Front Building setback	15'	15'	15'	15'
Minimum Front Garage Setback	20'	20'	20'	20'
Minimum Side Yard Setback	5'	5'	5'	5'
Setback from Side Street	15'	15'	15'	15'
Minimum Rear Yard Setback	15'	15'	15'	20'
Minimum Building Separation	10'	10'	10'	10'
Minimum Rear Yard Setback for Pools, Patios, Decks, Screen Rooms or Ancillary Structures	5'	5'	5'	5'
Maximum Impervious Surface Ratio (ISR)	0.75	0.75	0.75	0.75
Maximum Building Height	40'	40'	40'	40'
Setbacks from High Water Line, Mean High Water Line, or Jurisdictional Wetland Line	50'	50'	50'	50'
Minimum front yard easement	5'	5'	5'	5'
Minimum side and Rear Yard Drainage and Utility Easement	5'	5'	5'	5'

* Limited to 102 lots or 30 percent of the approved development.

CITY OF CLERMONT
ORDINANCE No. 2017-42

3. The minimum lot size for the development shall be 4,400 square feet in size, consisting of no more than 30 percent of the approved development or 102 lots and shall not be located along the perimeter of the project and shall be internal to the subdivision.
4. Phasing of Development: The project may be developed in one or more phases.
5. The property shall be developed in substantial accordance with the Land Use Plan prepared by Daly Design Group, Inc. dated August 2017 with a revised date of October 11, 2017, attached hereto. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of development permits.
6. Solid roof covered screen rooms may be allowed to encroach 7.5 feet into the rear yard setback.
7. The developer shall be allowed to construct up to five model homes prior to the recording of the initial plat for this development with the approval of the City's Fire Marshal.

SECTION 3 – Open Space:

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

SECTION 4 – Landscaping, Buffering, and Screening:

1. A 20-foot wide buffer with a six foot masonry/pre-cast concrete wall will be installed along the southern property line adjacent to the Hartwood Marsh Road right-of-way. The buffer will also include a solid hedge and a minimum of three (3) canopy trees and five (5) understory trees per 100 feet.
2. A fifty foot buffer is required along the eastern property line, which is a conservation area owned by the Lake County Water Authority. This buffer shall consist of Florida Friendly Landscaping and shall not contain exotic vegetation.
3. Per a private agreement between the developer and the land owner to the north, a wall and landscaping will be provided on the north side and adjacent to the property retained by the land owner.
4. No buffer is required along the western property line as this area is a conservation area on the adjacent property.

CITY OF CLERMONT
ORDINANCE No. 2017-42

5. All other landscaping, buffering, and screening requirements shall be in accordance with the Land Development Code, as amended. Existing trees may be used to meet the landscape buffer requirements in accordance with the Land Development Code, as amended.
6. A waiver to Section 118-71(1) of the Land Development Code is granted in order to allow street trees within the right-of-way of the private streets along the frontage of a residential lot to count toward the minimum number of required trees on the lot and to allow such trees to be less than six feet from the curbs and sidewalks as long as a minimum of five feet of horizontal clearance is provided between the tree and any public potable water, wastewater or reclaimed water main.

SECTION 5 – Environmental:

1. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plan approval stage of the overall development. Applicable permits for any gopher tortoises and associated burrow commensal species or other endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of the development activity.
2. Wetlands on site shall be placed in a conservation easement with the recording of the final plat for each phase of development.
3. The developer is required to notify homeowners of the Lake County Water Authority's prescribed burn program occurring on Scrub Point Preserve. This shall be accomplished through inclusion in the covenants and restrictions and other homeowner association documents. As well, the homeowners shall be notified of the existing sand mine in close proximity of the mine.

SECTION 6 – Utilities:

1. The project shall be developed in accordance with the City of Clermont Utility Standards.
2. Any proposed City maintained utilities that are not located within a City maintained right of way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City.
3. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes.

CITY OF CLERMONT
ORDINANCE No. 2017-42

SECTION 7 – Transportation Improvements/Access Management:

1. Primary site access shall be from Hartwood Marsh Road at the approximate location shown on the land use plan. A secondary entrance shall also be provided onto Hartwood Marsh Road and shall be for emergency vehicles only. The secondary emergency access point shall be approved by the City's fire marshal and be constructed prior to the issuance of the first building permit.
2. A waiver to Section 110-192(1) of the Land Development Code is granted to allow private streets with gates. The developer or Home Owner's Association will maintain the streets within the development.
3. A waiver to Section 110-193 of the Land Development Code is granted to allow for a 50-foot right-of-way for the internal private street system within the development.
4. Sidewalks are to be constructed on both sides of residential streets internally, as well as from the exiting sidewalk on the west side of the property along Hartwood Marsh Road to the eastern property boundary for the subdivision.
5. Any improvements to Hartwood Marsh Road will be at the request of Lake County Public Works Department. These include turn lanes, consisting of both left and right, at the entrance and paved shoulders within the limits of the offsite road improvements.
6. Additional right-of-way dedication along Hartwood Marsh Road may be required by Lake County Public Works. A detailed right-of-way survey for the Hartwood Marsh Road along the property frontage will be required with plan and permit submittals.
7. Coordination between the developer and Lake County Solid Waste Office, Lake County Public Works Department/Environmental Services Division, will be required to provide gate access for trash and recycling service pickups for the adjacent parcels that currently are accessing through Eddy Drive.
8. The Developer will need to provide letters of agreement for change of access and willingness to access through gated subdivision and non-public paved road from all adjacent parcels that currently access through Eddy Drive.
9. The development may have a pedestrian and road connection to the Lake County Water Authority property, as shown on the Land Use Plan, with submission of written approval from the Lake County Water Authority.
10. A Tier 3 Traffic Impact Study shall be completed and reviewed by the Lake-Sumter Metropolitan Planning Organization. The study and comments shall be shared with all jurisdictions within the traffic impact area. If the study identifies a deficiency in the Level of Service of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.

CITY OF CLERMONT
ORDINANCE No. 2017-42

11. Roadway Lighting: The developer shall arrange with the power utility provider for installation of street lights along their property boundary adjacent to Hartwood Marsh Road. The cost of installation shall be paid by the developer and shall be installed prior to the first Certificate of Occupancy.
12. The development shall comply with all applicable County and Florida Department of Transportation access management requirements.

SECTION 8 – Schools:

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

SECTION 9:

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

SECTION 10:

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

SECTION 11:

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

CITY OF CLERMONT
ORDINANCE No. 2017-42

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of January, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map - Eddy Property

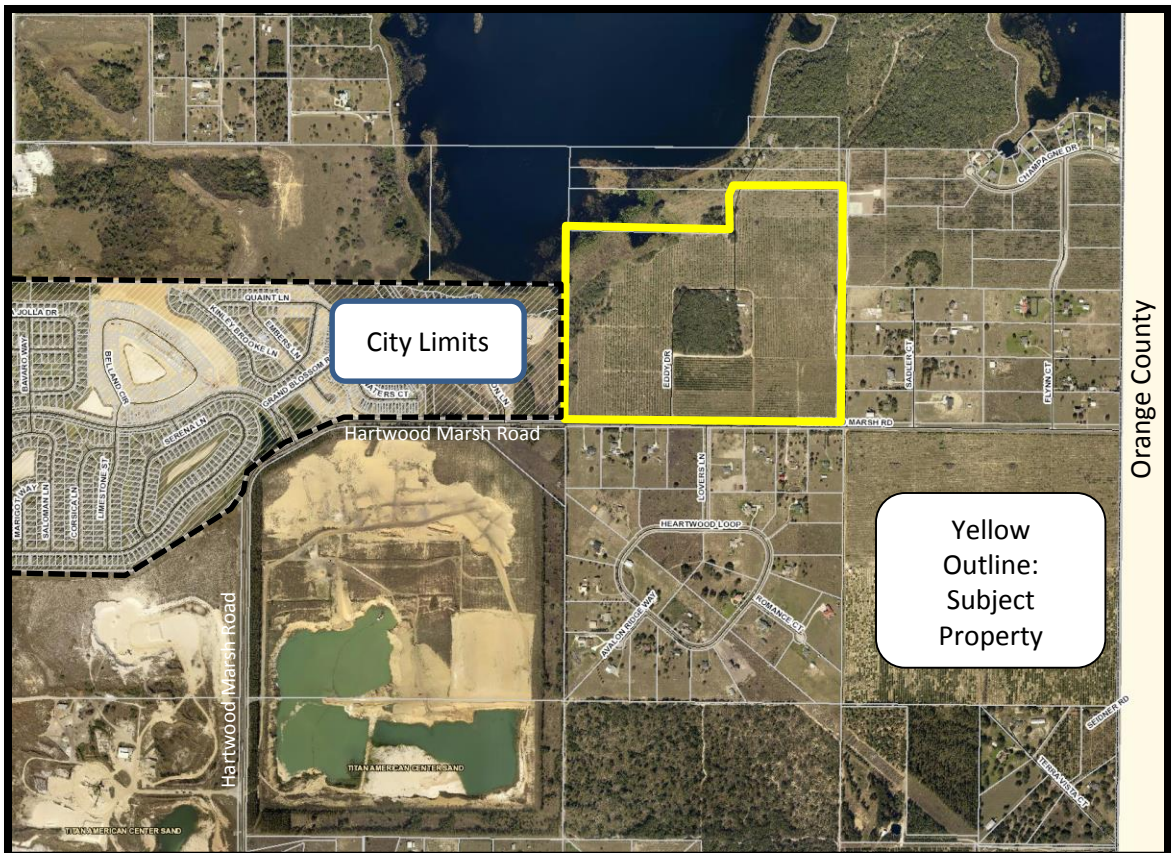
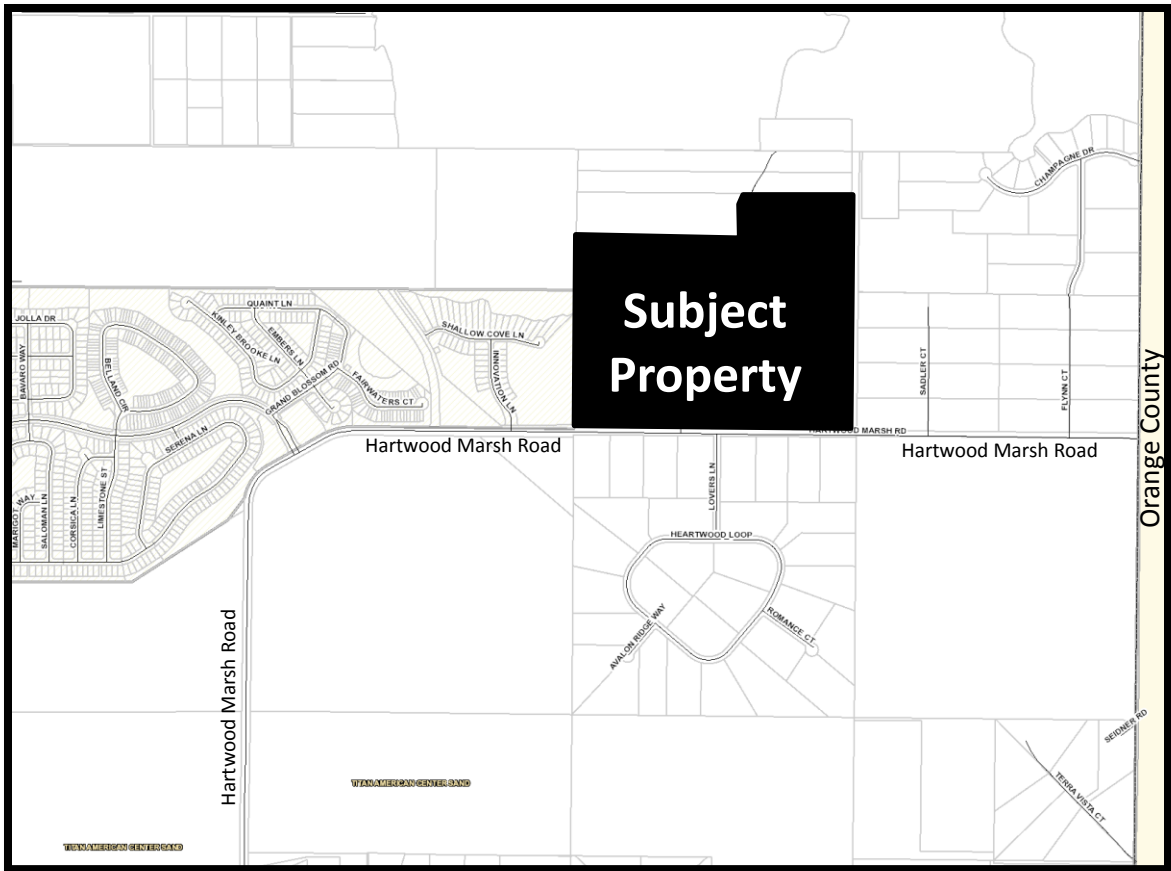


Exhibit – Future Land Use Map – Eddy Property

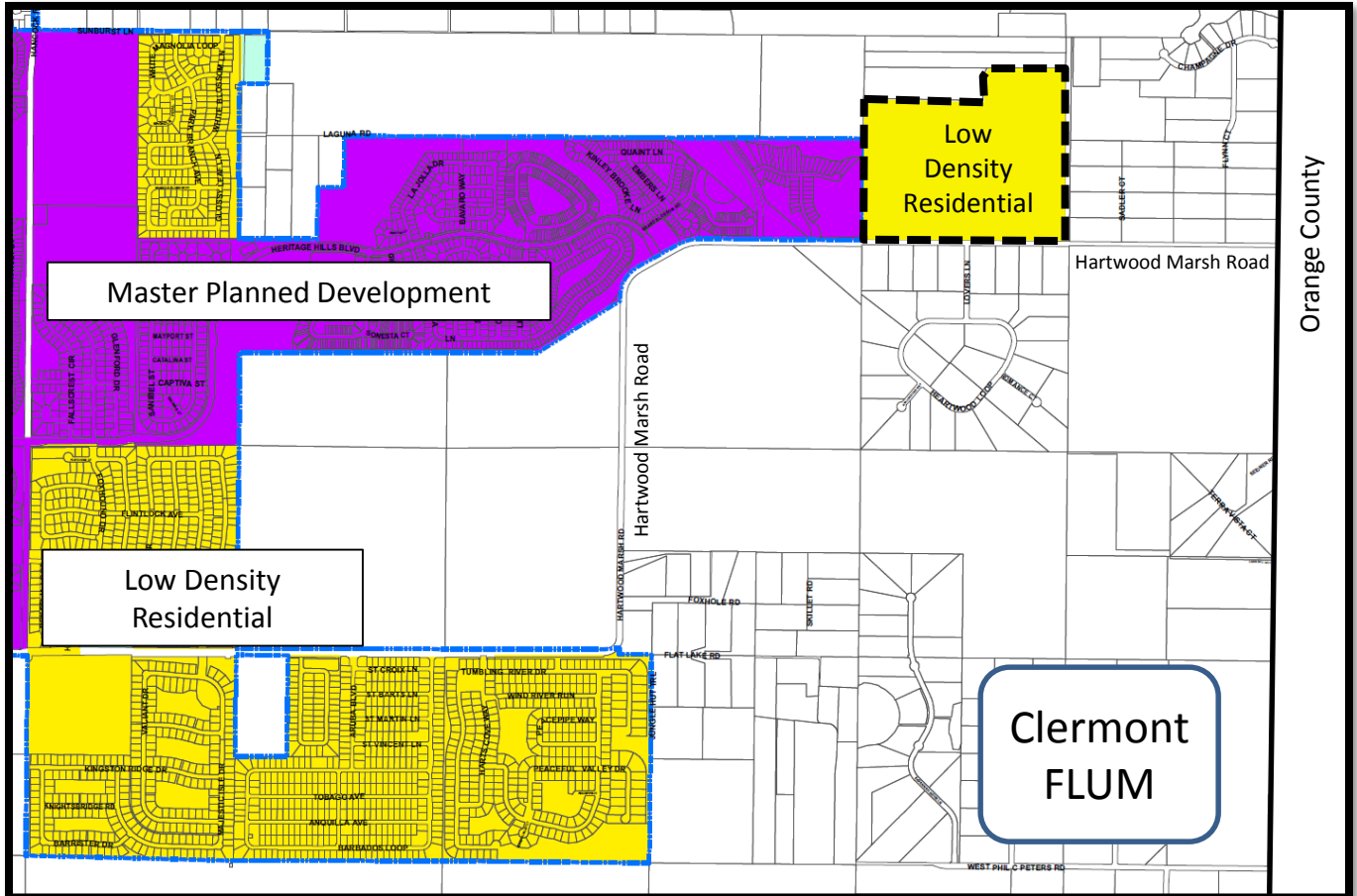
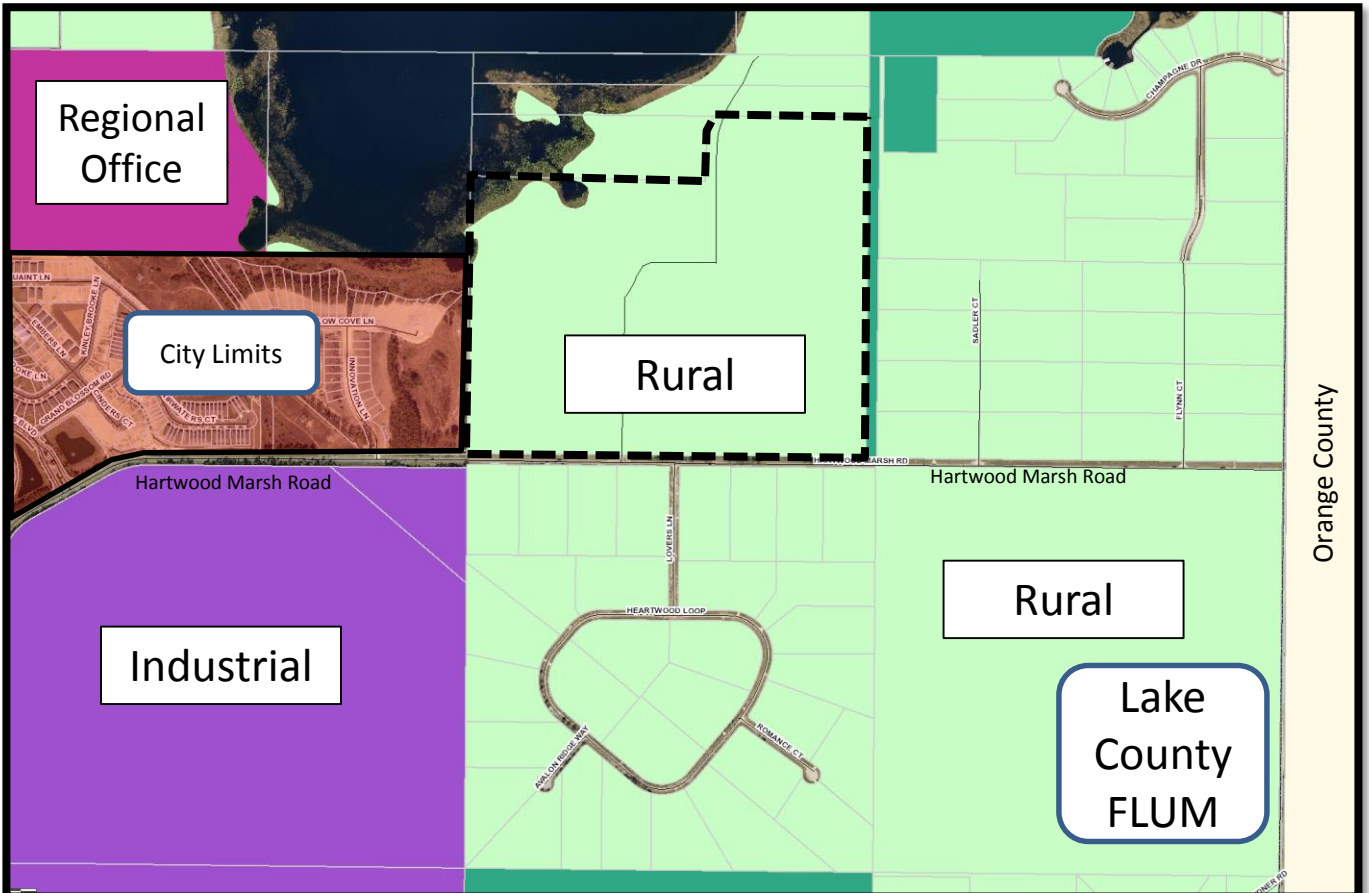
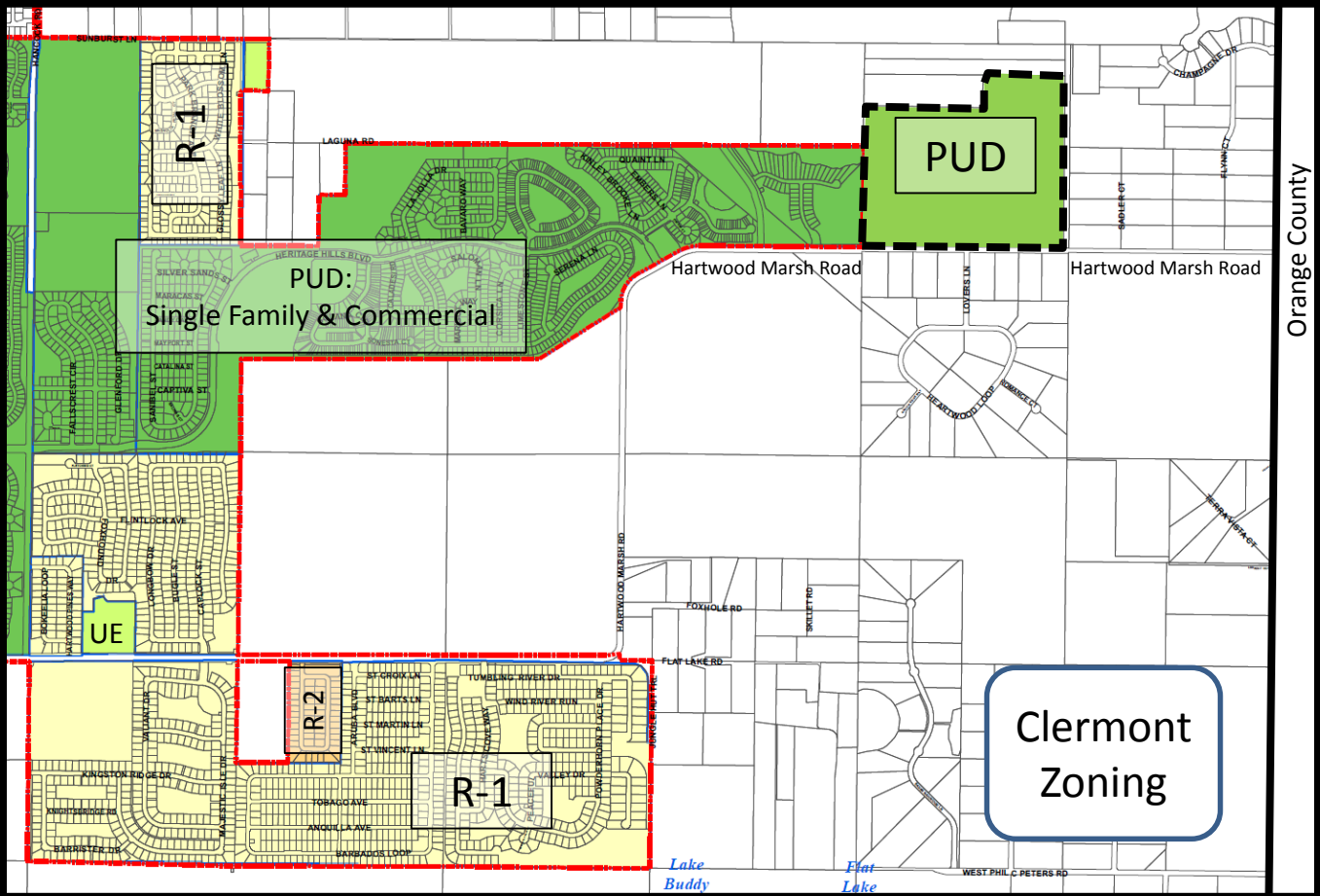
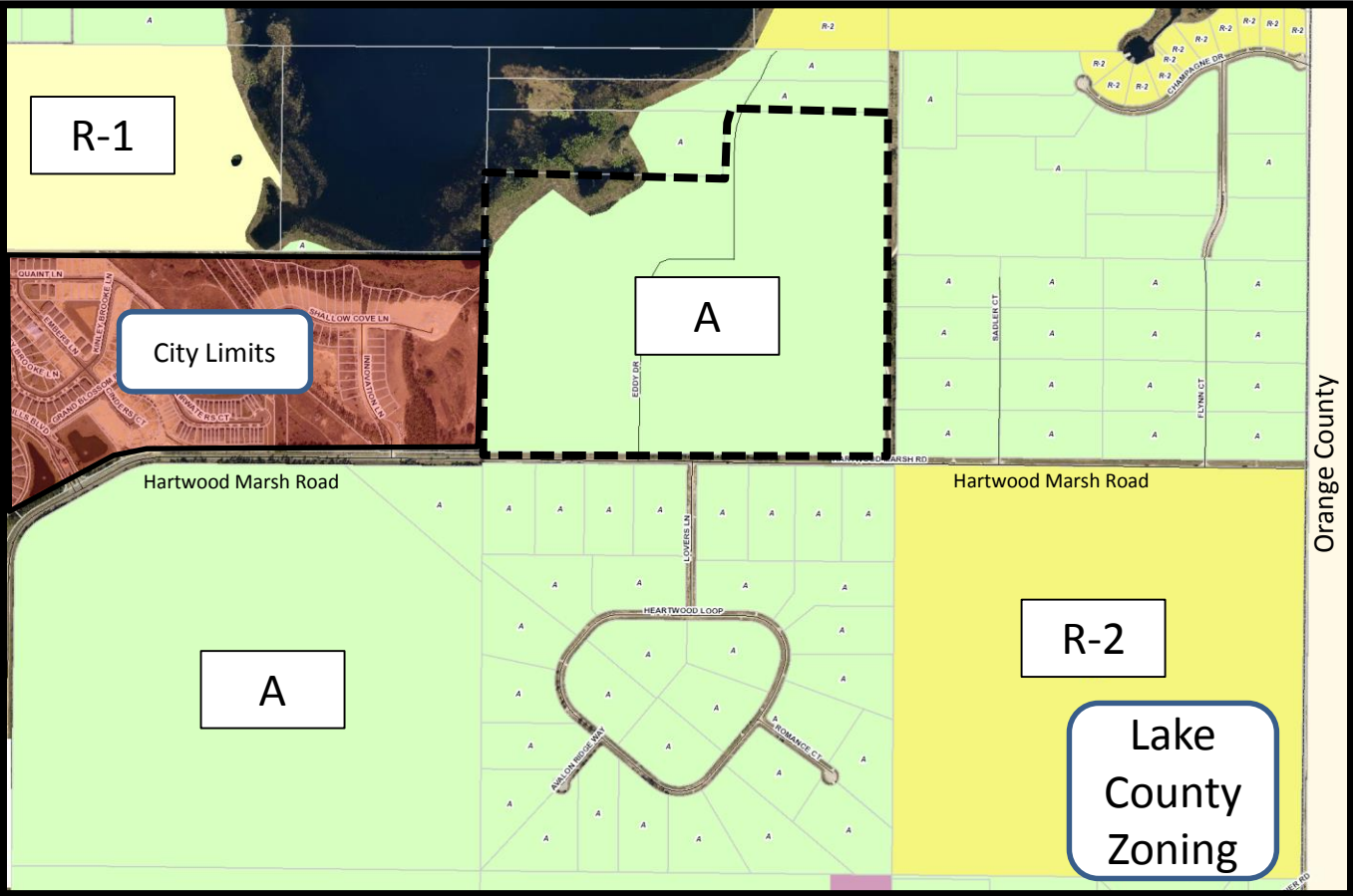


Exhibit – Zoning Map – Eddy Property



Legal Description:

The northwest 1/4 of section 1, township 23 south, range 26 east, less the north 400 feet and less the east 70 feet and less from the north 1/4 corner of section, run south 0°24'23" east along the east line of the northwest 1/4 a distance of 400 feet; thence south 89°45'17" west along the south line of the north 400 feet of the northwest 1/4 a distance of 1007.31 feet for point of beginning; thence run south 23°44'13" west 92.02 feet; thence south 01°41'26" west 206.35 feet; thence south 00°54'02" east 132 feet; thence south 89°45'17" west 1573.47 feet to west line of said section; thence north 0°08'15" west along said west line 422.30 feet to south line of north 400 feet of the northwest 1/4; thence north 89°45'17" east 1615.54 feet to the point of beginning and less the south 33 feet for road right of way, and lying and being in section 1, township 23 south, range 26 east, Lake County, Florida.

The above described tract of land contains 114.394 acres more or less.

General Notes:

1. Primary site access shall be via Hartwood Marsh Road. The internal roads shall be private with access easements granted to the City and County. Emergency access shall be provided along Hartwood Marsh Road. Access to parcels adjacent to North & East Property Boundary shall be provided via the internal private subdivision roads. All internal roads shall be owned and maintained by the HOA.
2. Stormwater management facilities will be designed to meet the water quality and water quantity criteria of the SJRWMD. The applicant shall submit drainage calculations and stormwater management plans when filing for the improvement plan approval. Stormwater Management details shall be submitted with Improvement Plans.
3. Based upon FIRM Map #12069C0595E, a portion of the site along Johns Lake is within AE 100yr flood elevation 99.7'
4. Utility infrastructure shall be public. Utility infrastructure shall be built to the City of Clermont standards.
5. Water service will be provided by the City of Clermont.
6. Wastewater Service shall be provided by the City of Clermont.
7. Fire Protection shall be provided by the City of Clermont Fire Rescue / Lake County Fire Rescue. The applicant shall comply with all City of Clermont fire protection requirements.
8. Police Protection shall be provided by the City of Clermont.
9. Project may be constructed in multiple phases. Determination for phasing shall be established at Improvement Plan development.
10. Generalized location and acreage of common open space and recreation facilities will be determined with Improvement Plan submittal. Detailed plans for recreational facilities are to be provided with improvement plans.
11. All common open and recreation facilities space are to be owned and maintained by a mandatory homeowner association.
12. Pedestrian and vehicular access may be provided to the existing Lake County Water Authority conservation area.
14. Site grading shall be consistent with Section 94-195 (c). All cuts and / or fills will not exceed 10' except in the retention ponds. No retaining walls if required shall exceed 6' in height.
15. This Land Use Plan is considered conceptual in nature and is subject to change based upon site conditions.

Eddy Property PUD

Land Use Plan

Parcel ID # 01-23-26-0002-0000-0300

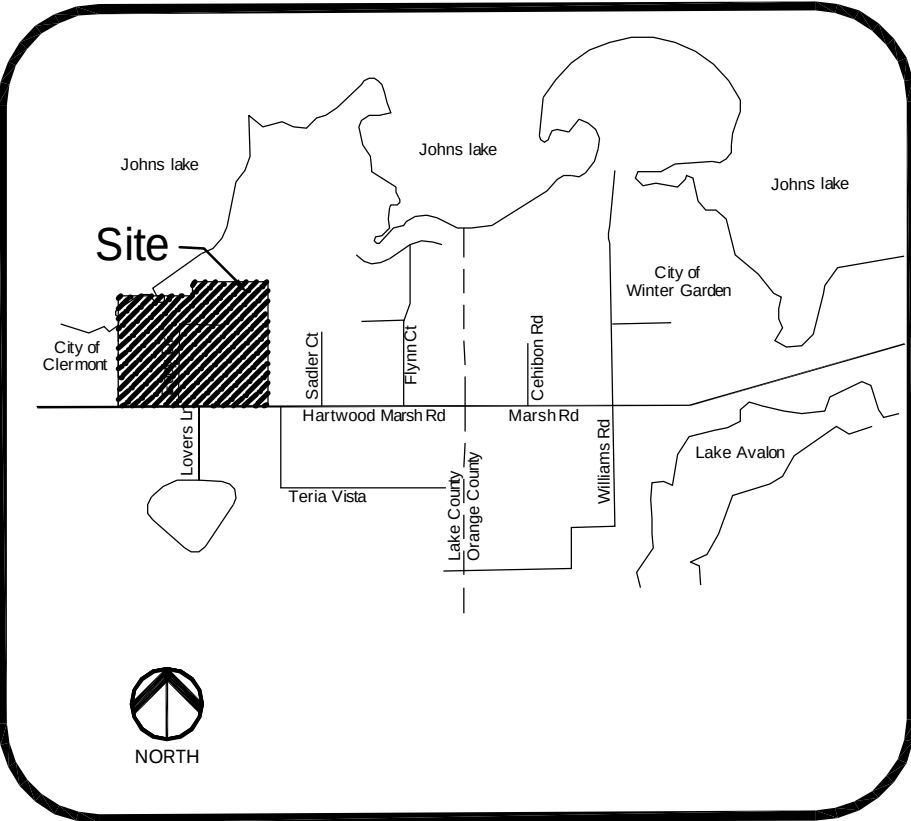
Altkey 1593174

Clermont, Florida

August 2017

Revised:

1 10.11.17 Revised per staff comments wgm

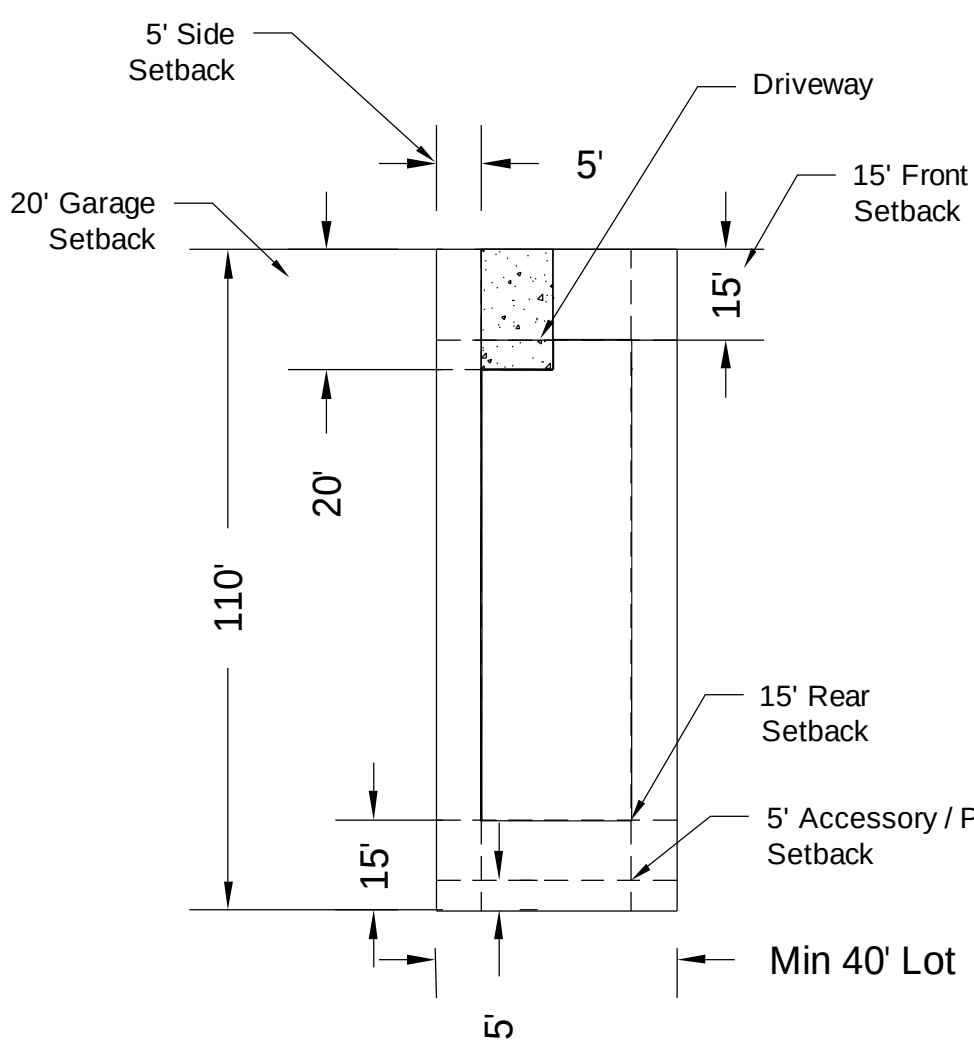


Location Map

Site Data				
Total Land Area	114.39	ac		
Johns Lake	1.28	ac		
Potential Conservation	5.2	ac		
Net Developable Area	107.91	ac		
Current Lake County FLU	RURAL			
Current Lake County Zoning	A			
Proposed Clermont FLU	Low Density Residential			
Proposed Clermont Zoning	PUD			
Minimum Open Space (25% of net)	26.98	ac		
Proposed Uses				
Single Family Residential				
Maximum Proposed Units	340	du		
Proposed Density	2.97	du/ac		
Design Item	*40' Lot	50' Lot	60' Lot	75' Lot
Minimum Lot Area	4,400 sf	5,500 sf	6,600 sf	9,000 sf
Minimum Living Area	1,200 sf	1,500 sf	1,500 sf	1,500 sf
Minimum Lot Width	40'	50'	60'	75'
Minimum Lot Depth	110'	110'	110'	120'
Minimum Front Building setback	15'	15'	15'	15'
Minimum Front Garage Setback	20'	20'	20'	20'
Minimum Side Yard Setback	5'	5'	5'	5'
Setback from Side Street	15'	15'	15'	15'
***Minimum Rear Yard Setback	15'	15'	15'	20'
Minimum Building Separation	10'	10'	10'	10'
Minimum Rear Yard Setback for Pools, Patios, Decks, Screen Rooms or Ancillary Structures	5'	5'	5'	5'
**Maximum Impervious Surface Ratio (ISR)	0.75	0.75	0.75	0.75
Maximum Building Ht	40'	40'	40'	40'
Setbacks from High Water Line, Mean High Water Line, or Jurisdictional Wetland Line	50'	50'	50'	50'
Minimum front yard easement	5'	5'	5'	5'
Minimum side and Rear Yard Drainage and Utility Easement	5'	5'	5'	5'

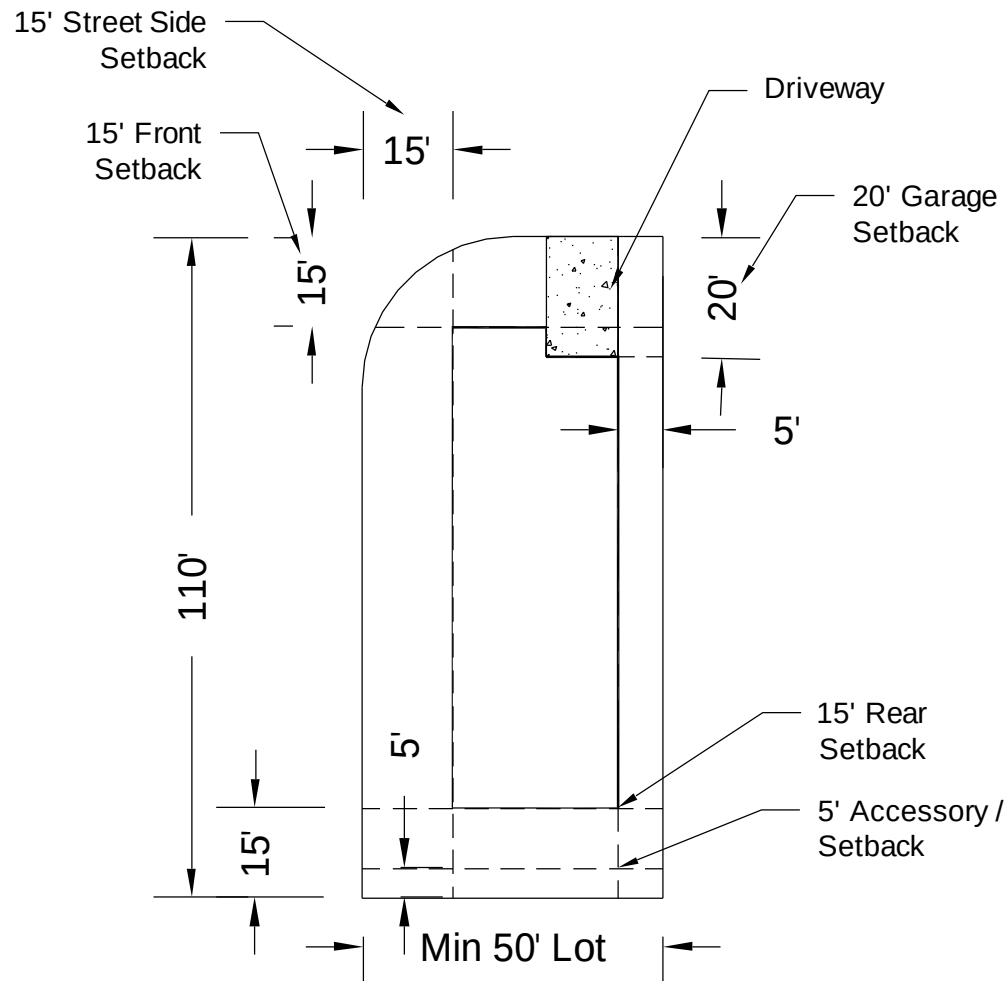
Notes:

- * The maximum allowable 40' lots for the overall PUD development shall not exceed 30% of the total units. Furthermore no 40' lots shall be allowed along the perimeter of the PUD Boundary and shall be located within the interior of the project.
- ** The maximum allowable ISR for the overall PUD development shall be 0.65. Individual lot ISR may exceed 0.65 as shown in the table above as long as overall maximum in not exceeded
- *** Roof covered screen rooms will be allowed to encroach 7.5' into the rear setback.



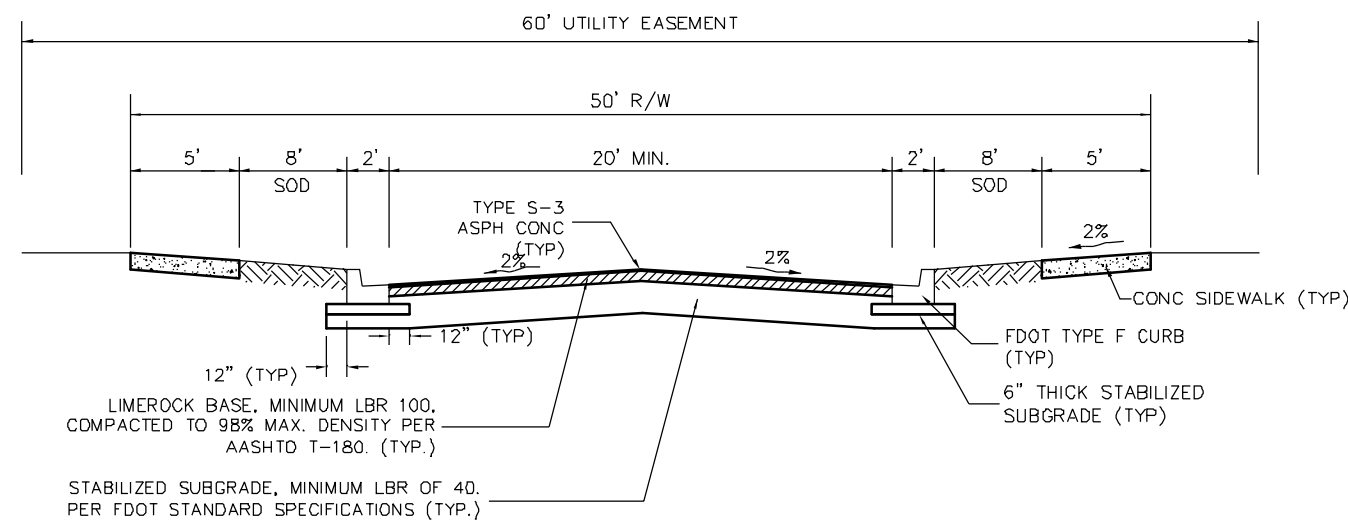
1 PLAN TYPICAL LOT

SCALE: NTS



2 PLAN TYPICAL CORNER LOT

SCALE: NTS



3 SECTION 50' PRIVATE RIGHT OF WAY IN LIEU OF 60' PUBLIC RW

Waiver Request
Request waiver from Section 110-193 to allow a 50' Private right of way in lieu of a 60' Public right of way for all internal roads.

SCALE: NTS

Team Members

Owner

Mary B Eddy, Trustee
11955 Eddy Dr
Winter Garden FL 34787

Applicant

Chuck Piper
804 W. 2nd Ave
Winter Park, Florida 32786
(407) 908-6987

Planner

Daly Design Group
913 N Pennsylvania Ave
Winter Park, Florida 32789
(407) 740-7373
Contact: Mr. Tom Daly

Environmental Consultant

Bio-Tech Consulting
315 Fern Creek Ave
Orlando, Florida 32803
(407) 894-5969
Contact: Mr. Spencer Clark

Civil Engineer

Madden, Moorhead and Stokes, Inc.
431 E Horatio Ave
Maitland FL 32751
(407) 629-8330
Contact: Mr. David Stokes

Surveyor

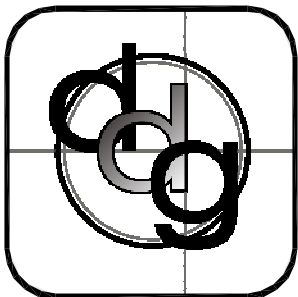
Allen and Company
Professional Surveyors and Mappers
213 S Dillard Street, Ste 210
Winter Garden, Florida 34787
(407) 654-5355
Contact: Mr. James Rickman

Traffic Engineer

Traffic & Mobility Consultants LLC
3101 Maguire Blvd, Suite 265
Orlando, FL 32803
(407) 531-5332
Contact: Mr. Mohammed Abdallah, PE, PTOE

Sheet Index

CVR - Cover
LUP - 101 - Conceptual Site Plan
Survey



CVR
1709



**Lake County
WATER AUTHORITY**

Michael J. Perry, Executive Director • Neil Kelly, Secretary-Treasurer

27351 SR 19 • Tavares, Florida 32778-4251 • (352) 324-6141 • Fax (352) 324-6364 • email: info@lcwa.org • www.lcwa.org

October 26, 2017

John E. Kruse, AICP
Senior Planner
City of Clermont
Development Services Department
685 W. Montrose St., Clermont, FL 34711

Subject: Eddy Property, Alternate Key #1593174 Public Hearings

Mr. Kruse:

The Lake County Water Authority Board of Trustees met on October 25th to discuss the potential zoning and the comp plan changes to the Eddy Property, Alt Key #1593174. As you may know, this property is adjacent to the Water Authority's 92-acre Scrub Point Preserve, which was acquired by the Water Authority in 1996.

Mr. Chuck Piper, on behalf of the applicant, was present to discuss concerns that the Board may have. Discussions with Mr. Piper will continue; however, the Water Authority Board wanted to formally advise the City of Clermont regarding the following concerns regarding this proposed development, in advance of the November 7th Planning and Zoning Commission meeting, so that they may be taken into consideration:

- Based upon the site plan that had been submitted to the City, the Water Authority is concerned about the infringement by the development's eastern retention pond on the historic public road access to the Preserve, which has been in use since before 1996, and would request that the retention pond be moved or realigned in such a manner as to allow the historic road to continue in place;
- The Water Authority is concerned about damage to a strand of mature oaks, which are located to the east of the public, historic, road, in the event the access road were required to be moved easterly in order to accommodate the proposed eastern retention pond in the configuration and location as currently proposed by the applicant, and again, would request that the retention pond be moved or realigned in such a manner as to allow the historic road to continue in place without damage to the trees;
- The Water Authority is concerned about damage to the strand of mature oaks with placement of the eastern retention pond in such close proximity to the trees and would request that the retention pond be relocated and/or realigned and designed in such a manner as to minimize any potential damage to the trees;
- The Water Authority is concerned about potential impacts of the proposed development on the adjacent Preserve property, and would request that an adequate buffer of no less than Fifty (50) feet, be required and designed into the development plan to minimize the impacts upon the Preserve vegetation and wildlife habitat.

BOARD OF TRUSTEES

District One
Peggy Cox

District Two

District Three
Diana M. Mullins

District Four
Doug Bryant

District Five
Amy Stone

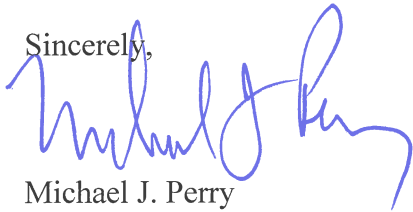
At-Large
Adam Dufresne

At-Large
Keith A. Farner

- The Water Authority is concerned about the continuation of its prescribed burn program to ensure the health of the Preserve and safety of adjacent residents, and would request that the developer be required to include an acknowledgement of the Water Authority's prescribed burn program in covenants and restrictions and Homeowner Association documents;
- The Water Authority is concerned about the potential installation of exotic vegetation along the Preserve's border and the damage that would do to Preserve vegetation and wildlife habitat, and would request that no exotic vegetation be permitted within Fifty (50) feet of the Preserve boundary.

Please share the Water Authority's concerns with the Planning and Zoning Commission and the City Council prior to any decisions being made by the City. Please feel free to contact me if you have questions or care to discuss this further. Staff of the Water Authority will attend the November 7, 2017 and January 23, 2018 meetings.

Sincerely,



Michael J. Perry
Executive Director

cc: Darren Gray, City Manager



October 2, 2017

Mr. John E. Kruse, AICP
Senior Planner
Development Services Dept.
685 W. Montrose St.
Clermont, FL 34711

RE: Eddy Property, Traffic Impact Study Methodology

Mr. Kruse,

The Lake~Sumter MPO has reviewed the document submitted for the Eddy Property Traffic Impact Study Methodology. The Lake~Sumter MPO offers the following Observations and Comments:

Observations Regarding the Project:

1. The project site is on approximately 115 acres of Land which is currently agricultural and has one existing dwelling unit and a barn. The site is located on the north side of Hartwood Marsh Road approximately 0.8 miles west of the Lake County/Orange County line.
2. The project will consist of 340 single family detached residential units with a buildout year of 2021.
3. Access to the property is proposed to be onto Hartwood Marsh Road via the existing Eddy Drive. However, according to the submitted Conceptual Site Plan 'A' there will be two gated driveways onto Hartwood Marsh Road. The main gated driveway will be a primary access and is located approximately at the midpoint of the property and aligned with Lovers Lane. A secondary gated access, to the west of the main driveway, is shown as a secondary emergency access. This secondary access is shown to the west of the existing Eddy Drive, which apparently will be closed since there are residential lots and a retention pond in the roadway alignment.
4. The proposed residential land use will generate approximately 3,237 daily trips, 248 AM Peak Hour Trips, and 316 PM Peak Hour Trips. These calculations were done using the ITE equations (not the rates).
5. With 316 PM Peak Hour trips, this project qualifies for a Tier 3 Traffic Impact Study, which is acknowledged in the Methodology.
6. The study radius for roadway segments is 4.55 miles from the site.
7. The project distribution will be determined using FSUTMS and the CFRPM (V6.1) as indicated in the model plot attachment.

Comments Regarding Traffic Impacts:

1. The trip generation calculations are acceptable.

"Promoting Regional Transportation Partnerships"

www.LakeSumterMPO.com

225 W. Guava St. Suite 211, Lady Lake, Florida 32159
Phone (352) 315-0170

2. Since the project is only 0.8 miles west of the Orange County line, please extend the analysis into Orange County on Marsh Road/Stoneybrook Pkwy. to SR 429 and use the Orange County traffic data as well as FDOT Florida Traffic Information (FTI) DVD as appropriate for these segments.
3. Regarding the 'Trip Distribution' section:
 - a. Please note in the text that the CFRPM (V6.1) is being used. Also, note any modifications that are made to the model network.
 - b. The model results as plotted in the attachments needs to have the centroids revised as follows:
 - Just west of the site there is a centroid that shows a connection to SR 50 to the north with 3% of the project traffic on it. There is no such connection, please remove.
 - South of the site entrance (TAZ 1641) there is a centroid that shows a connection to the south 90° bend with 1% of the project traffic on it. There should be no project trips on this centroid since there is no roadway connection and the land uses are a mine and low density residential.
 - The first centroid connector going to the south to the east of the project is for Williams Road which connects to CR 545 (Avalon Road) via Seidner Road and Davenport Road. Please make this roadway connection when running the model (it is a potential cut through to CR 545 (Avalon Road)).
4. Regarding the 'Traffic Analysis' section, the proposed radius of 4.55 miles is acceptable.
5. Regarding the 'Study Segments' section, be aware of the CR 455 extension which is currently funded for a PD&E and is next on the priority list after Citrus Grove Road is finished. It is feasible that the CR 455 extension will be funded near the end of the next five years or shortly thereafter.
Also, please add the following:
 - Hartwood Marsh Road from Project to Williams Road (in Orange County).
 - Marsh Road from Williams Road to CR 545 (Avalon Road).
 - Stoneybrook Parkway from CR 545 (Avalon Road) to SR 429 (Western Beltway).
6. Regarding the 'Study Intersections' section, as noted in comment #2 above and since there is 60% of the project traffic going to the east (Orange County), please add the following intersections:
 - a. Hartwood Marsh Road at US 27.
 - b. Hartwood Marsh Road at Williams Road.
 - c. Marsh Road at CR 545 (Avalon Road).
 - d. Stoneybrook Pkwy. at SR 429 (Western Beltway).
7. Be aware that Hartwood Marsh Road is on the List of Priority Projects and planned to be a 4 lane section from US 27 to Hancock Road. East of Hancock Road the roadway is policy bound to remain a 2 lane section (in both Lake County and in Orange County) to CR 545 (Avalon Road).

Recommended Multimodal Accommodations:

1. Please consider a safe, secure and convenient system for pedestrians and bicyclists which provide direct non-motorized access, linkages, and through-cuts between common origins and destinations.
2. Consider continuous pedestrian facilities along all major streets; these should be direct and interconnect with all other modes of transportation within the project and onto adjacent properties.
3. Require the developer to provide ramps and curb cuts throughout the pedestrian system for physically challenged persons.

"Promoting Regional Transportation Partnerships"

www.LakeSumterMPO.com

225 W. Guava St. Suite 211, Lady Lake, Florida 32159
Phone (352) 315-0170

Should you have any questions please contact me by email at or by phone at (352)315-0170 ext. 3.

Thank You,

Brian R. Hutt

Brian R. Hutt
Lake~Sumter MPO
TMS Project Manager
bhutt@lakesumtermpo.com
Phone: (352) 315-0107 Ext. 3

"Promoting Regional Transportation Partnerships"

www.LakeSumterMPO.com

225 W. Guava St. Suite 211, Lady Lake, Florida 32159
Phone (352) 315-0170



October 26, 2017

Mr. John E. Kruse, AICP
Senior Planner
Development Services Dept.
685 W. Montrose St.
Clermont, FL 34711

**RE: Eddy Property, Traffic Impact Study Methodology
Response to Review Comments**

Mr. Kruse,

The Lake~Sumter MPO has reviewed the document submitted from Traffic Mobility Consultants (TMC) to the Lake~Sumter MPO comments regarding the Eddy Property Traffic Impact Study Methodology. The Lake~Sumter MPO (LSMPO) offers the following Observations and Comments:

Observations Regarding the Project:

1. The project site is on approximately 115 acres of Land which is currently agricultural and has one existing dwelling unit and a barn. The site is located on the north side of Hartwood Marsh Road approximately 0.8 miles west of the Lake County/Orange County line.
2. The project will consist of 340 single family detached residential units with a buildout year of 2021.
3. Access to the property is proposed to be onto Hartwood Marsh Road via the existing Eddy Drive. However, according to the submitted Conceptual Site Plan 'A' there will be two gated driveways onto Hartwood Marsh Road. The main gated driveway will be a primary access and is located approximately at the midpoint of the property and aligned with Lovers Lane. A secondary gated access, to the west of the main driveway, is shown as a secondary emergency access. This secondary access is shown to the west of the existing Eddy Drive, which apparently will be closed since there are residential lots and a retention pond in the roadway alignment.
4. The proposed residential land use will generate approximately 3,237 daily trips, 248 AM Peak Hour Trips, and 316 PM Peak Hour Trips. These calculations were done using the ITE equations (not the rates).
5. With 316 PM Peak Hour trips, this project qualifies for a Tier 3 Traffic Impact Study, which is acknowledged in the Methodology.
6. The study radius for roadway segments is 4.55 miles from the site.
7. The project distribution will be determined using FSUTMS and the CFRPM (V6.1) as indicated in the model plot attachment.

"Promoting Regional Transportation Partnerships"

www.LakeSumterMPO.com

225 W. Guava St. Suite 211, Lady Lake, Florida 32159
Phone (352) 315-0170

Comments Regarding Traffic Impacts:

Lake Sumter MPO (LSMPO) accepts the responses to the comments submitted on October 2, 2017 with the exception of responses to #2, #5 and #6 as follows:

1. **Response to comment #2 from TMC:** *We agree that the development will have some traffic impact in Orange County. However, the proposed analysis is consistent with the City of Clermont's and the Lake Sumter MPO methodology requirements, which do not extend into adjoining counties. Therefore, the analysis will not be extended into Orange County or the City of Winter Garden as requested by the reviewer.*

LSMPO Response: The Methodology Guidelines do not specify jurisdictional boundaries only the area of influence and study area. It would not be good planning practice nor would we be good neighbors if we ignored the impacts of a project to adjacent jurisdictions. The LSMPO will be contacting the Orange County Planning Department to make them aware of this project. Please include the analysis to the extents requested.

2. **Response to comment #5 from TMC:** *As per our response to comment #2, the study will be expanded to include the segments within Lake County and the City of Clermont. The analysis will not be extended to include facilities in Orange County or the City of Winter Garden.*

LSMPO Response: As noted in the LS MPO response above, The Methodology Guidelines do not specify jurisdictional boundaries only the area of influence and study area. Please extend the analysis as requested.

3. **Response to comment #6 from TMC:** *As per our response to comment #2, the study will be expanded to include the segments within Lake County and the City of Clermont. The analysis will not be extended to include facilities in Orange County or the City of Winter Garden.*

LSMPO Response: As noted in the LSMPO response above, The Methodology Guidelines do not specify jurisdictional boundaries only the area of influence and study area. Please extend the analysis as requested.

Recommended Multimodal Accommodations:

1. Please consider a safe, secure and convenient system for pedestrians and bicyclists which provide direct non-motorized access, linkages, and through-cuts between common origins and destinations.
2. Consider continuous pedestrian facilities along all major streets; these should be direct and interconnect with all other modes of transportation within the project and onto adjacent properties.
3. Require the developer to provide ramps and curb cuts throughout the pedestrian system for physically challenged persons.

Should you have any questions please contact me by email at or by phone at (352)315-0170 ext. 3.

Thank You,

Brian R. Hutt, AICP

Brian R. Hutt
Lake~Sumter MPO
TMS Project Manager

"Promoting Regional Transportation Partnerships"

www.LakeSumterMPO.com

225 W. Guava St. Suite 211, Lady Lake, Florida 32159
Phone (352) 315-0170

Rez 1709-0001



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: 09/06/2017

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Eddy Property

APPLICANT: Chuck Piper

CONTACT PERSON: Chuck Piper

Address: 804 W 2nd Ave

City: Windermere State: Florida Zip: 32786

Phone: 407-908-6986 Fax: _____

E-Mail: chuckpiper@cfl.rr.com

OWNER: Mary B. Eddy

Address: 11955 Eddy Drive

City: Winter Garden State: Florida Zip: 34783

Phone: _____ Fax: _____

Address of Subject Property: Eddy Drive, Winter Garden Florida

Legal Description (include copy of survey): _____

NW 1/4--LESS N 400 FT & LESS E 70 FT & LESS FROM N 1/4 COR |
OF SEC RUN S 0-24-23 E ALONG E LINE OF NW 1/4 A DIST OF 400 FT, S 89-45-17 W ALONG S LINE
OF N 400 FT OF NW 1/4 A DIST OF 1007.31 FT FOR POB, RUN S 23-44-13 W 92.02 FT, S 01-41-26 |
W 206.35 FT, S 0-54-02 E 132 FT, S 89-45-17 W 1573.47 FT TO W LINE OF SEC. N 0-08-15 W ALONG
SAID W LINE 422.30 FT TO S |LINE OF N 400 FT OF NW 1/4, N 89-45-17 E 1615.54 FT TO POB & |
LESS S 33 FT FOR RD R/W-- |ORB 1529 PG 1669 |

Acreage: 114 Land Use: Rural (Lake County)
(City verification required)

Present Zoning: A-1 (Lake County) Proposed Zoning: PD (City of Clermont)
(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?

CONSTRUCT SINGLE FAMILY COMMUNITY

Chuck Piper
Applicant Name (print)

X [Signature]
Applicant Name (signature)

Mary B Eddy
Owner Name (print)

X Mary B Eddy
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

Eddy Property Legal Description

Legal Description:

The northwest 1/4 of section 1, township 23 south, range 26 east, less the north 400 feet and less the east 70 feet and less from the north 1/4 corner of section, run south 0°24'23" east along the east line of the northwest 1/4 a distance of 400 feet; thence south 89°45'17" west along the south line of the north 400 feet of the northwest 1/4 a distance of 1007.31 feet for point of beginning; thence run south 23°44'13" west 92.02 feet; thence south 01°41'26" west 206.35 feet; thence south 00°54'02" east 132 feet; thence south 89°45'17" west 1573.47 feet to west line of said section; thence north 0°08'15" west along said west line 422.30 feet to south line of north 400 feet of the northwest 1/4; thence north 89°45'17" east 1615.54 feet to the point of beginning and less the south 33 feet for road right of way, and lying and being in section 1, township 23 south, range 26 east, Lake County, Florida.

The above described tract of land contains 114.394 acres more or less.

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. 2017-42

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

¾ of a mile east of Heritage Hills Boulevard on Hartwood Marsh Road,
North of the intersection of Lovers Lane and Hartwood Marsh Road
Alternate Key 1593174

LEGAL DESCRIPTION

The Northwest 1/4 of Section 1, Township 23 South, Range 26 East, less the North 400 feet and less the East 70 feet and less from the North 1/4 corner of section, run South 0°24'23" East along the East line of the Northwest 1/4 a distance of 400 feet; thence South 89°45'17" West along the South line of the North 400 feet of the Northwest 1/4 a distance of 1007.31 feet for Point of Beginning; thence run South 23°44'13" West 92.02 feet; thence South 01°41'26" West 206.35 feet; thence South 00°54'02" East 132 feet; thence South 89°45'17" West 1573.47 feet to West line of said section; thence North 0°08'15" West along said West line 422.30 feet to South line of North 400 feet of the Northwest 1/4; thence North 89°45'17" East 1615.54 feet to the Point of Beginning and less the South 33 feet for road right of way, and lying and being in Section 1, Township 23 South, Range 26 East, Lake County, Florida.

The above described tract of land contains 114.39 acres more or less.

From: Urban Estate
To: Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, November 7, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, January 23, 2018 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
October 31, 2017 and January 9, 2018



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, November 14, 2017	
Agenda Item Name	
Ordinance No. 2017-49 <i>Introduction</i> <i>The Shops at Waterbrooke Rezoning</i>	
Requested Action	
Recommend introduction of Ordinance 2017-49	
Staff Report	
The applicant is requesting a rezoning from Urban Estate to Planned Unit Development (PUD). A portion of this project was subject to a rezoning request earlier this year, however, the applicant requested a withdrawal to further refine the development plans and work with staff on the Hooks Street extension and alignment. The applicant has made changes and improvements to the original plan and is seeking a rezoning to a Planned Unit Development (PUD) for the subject property that consists of 45 +/- acres. The property is south of SR 50 at the intersection of Emil Jahna Road and SR 50. The property has over 1,500 lineal feet of frontage on SR 50. The subject property consists of the existing FDOT stormwater pond and the applicant's property. If the zoning is approved, the applicant will relocate the existing stormwater pond to the rear of the property. FDOT is aware of the applicant's proposal and has not objected. The applicant is requesting the northern portion of their site along with FDOT's parcel be used for a commercial shopping center consisting of retail and restaurant uses while the southern portion will be comprised of Hooks Street and a townhome development. The proposed commercial uses would be limited to the uses permitted under the C-2 General Commercial zoning with no automotive dealerships or other automotive uses allowed. Lot 5 would also permit a gas station/convenience store. The applicant is proposing a total commercial building area of up to 162,000 square feet. The applicant has submitted a conceptual site plan, as prepared by Lochrane Engineering, dated Oct. 19, 2017, showing the configuration of 5 commercial lots with proposed buildings. The largest lot, lot 1 with 18 +/- acres, will consist of three (3) buildings that will exceed 20,000 square feet but no more than 45,000 square feet. The applicant has identified these buildings on the plan as A, C, and E. The other buildings on the lot will be 20,000 square feet or less. The four (4) out parcels, lots 2-5, are on much smaller lots and will consist of single buildings and users. The remaining portion of the project will consist of Hooks Street, Emil Jahna Road, an open space tract, and a residential portion consisting of up to 85 townhomes. The developer has agreed to construct their portion of Hooks Street and dedicate the necessary right-of-way. The applicant has identified six waivers to the Land Development Code in order to develop the site. The waivers to be considered are: (1) a reduction in the required number of dumpster pads from 22 to 10, (2) a reduction in the required number of loading zones from 16 to 12, (3) maximum grade change from 15 feet to 30 feet, primarily due to the filling of the existing FDOT pond and relocation with the addition of a small depressed area south of the existing stormwater pond, (4) a shared 10 foot interior landscaping buffer between abutting property boundaries, (5) one additional multi-tenant sign, and (6) allow buildings to occupy more than 20,000 square feet of floor space, up to a maximum building floor space of 45,000 square feet. These areas on the conceptual plan have been depicted on the attached waiver map.	

Staff understands the very nature of the PUD zoning district allows for waivers to the Land Development Code for flexible development purposes. Staff has worked with the applicant in identifying areas on the original site plan that were adjusted to reduce the waiver requests and the site plan has undergone several revisions to accommodate these changes. Staff has reviewed the waivers and agrees that a majority of the waivers presented have been granted in the past with previous developments and staff is able to support the waivers.

Staff has reviewed the applicant's request for a rezoning from Urban Estate to PUD zoning. The Future Land Use is Commercial and the applicant's proposal reflects uses appropriate in this land use. Staff believes the proposal meets the standards in regards to Section 122-315, Review Criteria for a PUD. Therefore, staff recommends approval of Ordinance 2017-49 for a PUD with the conditions contained in the ordinance.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|----------------------|---|
| 1. | Ordinance 2017-49 | 2017-49 Shops at Waterbrooke.doc |
| 2. | Maps | Shops at WaterBrooke 2 Maps.pdf |
| 3. | Conceptual Site Plan | Clermont Property Rezoning Plan Final.pdf |
| 4. | Waiver Map | Waiver Map.pdf |
| 5. | Sample Elevations | A001 WaterBrooke Elevations 20170907.pdf |
| 6. | FDOT Letter | FDOT Rezoning Letter.pdf |
| 7. | App | The Shops At Waterbrooke 2 App.pdf |
| 8. | Legal ad | REZ Shops at WaterBrooke 2 legal ad.docx |

CITY OF CLERMONT
ORDINANCE No. 2017-49

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

OVERALL DESCRIPTION

THAT PORTION OF THE EAST 222.00 FEET OF THE SE $\frac{1}{4}$ OF NW $\frac{1}{4}$ TOGETHER WITH A PORTION OF THE SW $\frac{1}{4}$ OF NE $\frac{1}{4}$, ALL LYING IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH $\frac{1}{4}$ CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN S 00°30'12" W. ALONG THE WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27, A DISTANCE OF 1363.52 FEET TO A POINT ON THE RIGHT OF WAY LINE OF STATE ROAD 50, PER F.D.O.T. RIGHT OF WAY MAP SECTION 11070-2505, THIS BEING THE POINT OF BEGINNING: THENCE RUN S 89°06'29" E, ALONG SAID SOUTH RIGHT OF WAY LINE. A DISTANCE OF 1308.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 27; THENCE RUN S 00°25'59" W. ALONG SAID EAST LINE, A DISTANCE OF 1293.07 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27, THENCE RUN N 88°58'56" W. ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27, A DISTANCE OF 1309.61 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE RUN N 88°58'56" W. ALONG THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 27, A DISTANCE OF 222.01 FEET TO A POINT, 222.00 FEET, WESTERLY OF , WHEN MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27; THENCE RUN N 00°30'12"E. ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27, A DISTANCE OF 1289.70 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE RUN S 89°06'29" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 222.00 FEET TO THE POINT OF BEGINNING.

CITY OF CLERMONT
ORDINANCE No. 2017-49

CONTAINING 45.38 ACRES, MORE OR LESS.

Alternate Keys 3868854 & 3868851

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

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

SECTION 5: General Conditions:

This application for a Planned Unit Development to allow for a multi-tenant commercial development with C-2 General Commercial uses along with residential dwelling units, 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 Lochrane Engineering, dated October 19, 2017. The City Manager or authorized designee, will have the right to administratively approve revisions to the Site Plan, including the configuration of buildings, provided no building will exceed 45,000 square feet and the overall square footage of the commercial site does not exceed 162,000 square feet. 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.

CITY OF CLERMONT
ORDINANCE No. 2017-49

4. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
5. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City's Information Technology Director or authorized designee will make this determination.
6. Easements shall be provided on any existing and proposed utilities that the City will own and maintain at no expense to the City.

SECTION 6: Land Uses and Specific Conditions:

1. A total of up to 162,000 square feet of C-2 General Commercial Uses shall be allowed on Lots 1 through 5, as shown on the site plan. Lot 5 may also allow a gas station/convenience store. No automotive dealerships or other automotive uses shall be permitted.
2. The required number of dumpster pads have been reduced from 22 to 10. A minimum of one dumpster pad on each of the Lots 2 through 5 and one pad or compactor for each retail building on Lot 1. The City's Code Enforcement will monitor and enforce through Section 114-8 - Solid Waste Collection Services.
3. The required number of loading zones have been reduced from 16 to 12. A minimum of one loading berth on each of the Lots 2 through 5 and one for buildings 30,000 and under, and two for buildings greater than 30,000 square feet.
4. The project may have elevation changes of up to 30 feet with regards to filling an existing depression area south of the existing Florida Department of Transportation (FDOT) stormwater system and with the filling and relocation of existing FDOT stormwater system. These changes will be submitted to the City Engineer at the time of final engineering showing the extent of the cut and fill.
5. Interior landscape buffers between abutting property boundaries may have a shared 10 foot wide landscape buffer with a 5 foot wide buffer on each lot to achieve a minimum 10 foot wide buffer. If the shared landscape buffer is not maintained to City standards, both lot owners will be held liable for the deficiencies.
6. All required landscape buffers shall have an additional 30 percent more plant material, which includes trees and shrubs, to enhance the site.

CITY OF CLERMONT
ORDINANCE No. 2017-49

7. Three buildings; A, C, and E, may be greater than 20,000 square feet but no more than 45,000 square feet, as shown on the site plan. The applicant has the ability to reduce these buildings so long as the overall square footage of the entire site does not exceed 162,000 square feet.
8. By virtue of the transportation system needs for the project, the developer shall dedicate on the final plat and/or commercial site plan, a 100-foot right-of-way for Hooks Street within the project boundary, from the western property line through the property towards to east, terminating in the southeast corner of the property boundary. In addition to this 100-foot right-of-way, additional land necessary to accommodate temporary construction easements; not to exceed 100 feet in width, shall be provided. The slope easement shall be identified at preliminary plat and/or preliminary commercial site plan review and shown on the final plat/commercial site plan. The developer shall coordinate with the County and City on alignment and grading of Hooks Street. The slope easement width will be adjusted with design plans approved by the County and the City. This will be required prior to the first Certificate of Occupancy for the site.
9. The developer will agree to construct that segment of Hooks Street lying within the property boundaries in exchange for impact fee credits or other consideration as outlined in an agreement with the City and Lake County. This will be completed prior to Lot 1 receiving a Certificate of Occupancy.
10. Lots 6 and 7 may have up to 85 dwelling units consisting of fee simple townhomes. Should the developer seek to increase the amount of fee simple town homes, this may be accomplished by decreasing the commercial acreage and increasing the residential acreage, not to exceed a 12 unit to one-acre ratio for density.
11. The table below would be the minimum requirements for the residential townhome portion of the development:

Minimum Lot Area	1,800 Square Feet
Minimum Living Area	1,000 Square Feet
Minimum Lot Width	20 FT
Minimum Lot Depth	90 FT
Minimum Front Building Setback	15 FT
Minimum Front Porch Setback	10 FT
Minimum Front Garage Setback	20 FT
Minimum Side Yard Setback*	5 FT
Setback from Side Street	15 FT
Minimum Rear Yard Setback	20 FT
All other applicable requirements of the City of Clermont R-3 Zoning Code apply	
* Does not apply to interior side yards of attached townhomes	

CITY OF CLERMONT
ORDINANCE No. 2017-49

4

12. School concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Code.
13. Sidewalks/Streets:
 - a. Sidewalks to be constructed on both sides of residential and commercial streets.
 - b. Streets shall have F-type curb and street pavement must be a minimum 24 feet wide.
 - c. Right-of-way width for residential streets must be a minimum 60 feet.
 - d. A minimum of three (3) pedestrian-oriented ingress and egress walkways shall be installed within the project. The design features that enhance pedestrian safety, efficiency and connectivity with a clear delineation between vehicular areas and pedestrian walkways shall be used. At a minimum, walkways shall connect focal points of pedestrian activity such as, street crossings, building and store entry points and shall feature adjoining landscaped areas that include trees, shrubs, benches, flower beds, ground covers or other such materials for no less than 50 percent of the length of the walkway.
14. Roadway Lighting: The developer shall arrange with the power utility provider for installation of street lights along Hooks Street. The cost of installation shall be paid by the developer and shall be installed at the time of construction of Hooks Street. The developer shall also coordinate with the WaterBrooke development in the installation of street lights along Emil Jahna Road.
15. The development may have one monument sign placed in the eastern open space tract within the State Road 50 corridor. The sign shall be co-branded with the City's brand and the final location and design shall be approved by the City Manager, or authorized designee. The signage may only consist of reference to the Shops of Waterbrooke, the future townhome development and the Waterbrooke/Mattamy development. No individual tenant signs shall be permitted.
16. The existing billboard on site will be removed prior to issuance of first building permit.
17. The development shall comply with all applicable County and Florida Department of Transportation access management requirements.
18. A Tier 3 Traffic Impact Study shall be completed and reviewed by the Lake-Sumter Metropolitan Planning Organization. If the study identifies a deficiency in the Level of Service of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.

CITY OF CLERMONT
ORDINANCE No. 2017-49

5

19. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

SECTION 7:

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

SECTION 8:

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 9:

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

CITY OF CLERMONT
ORDINANCE No. 2017-49

CITY OF CLERMONT
ORDINANCE No. 2017-49

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of November, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map The Shops at WaterBrooke

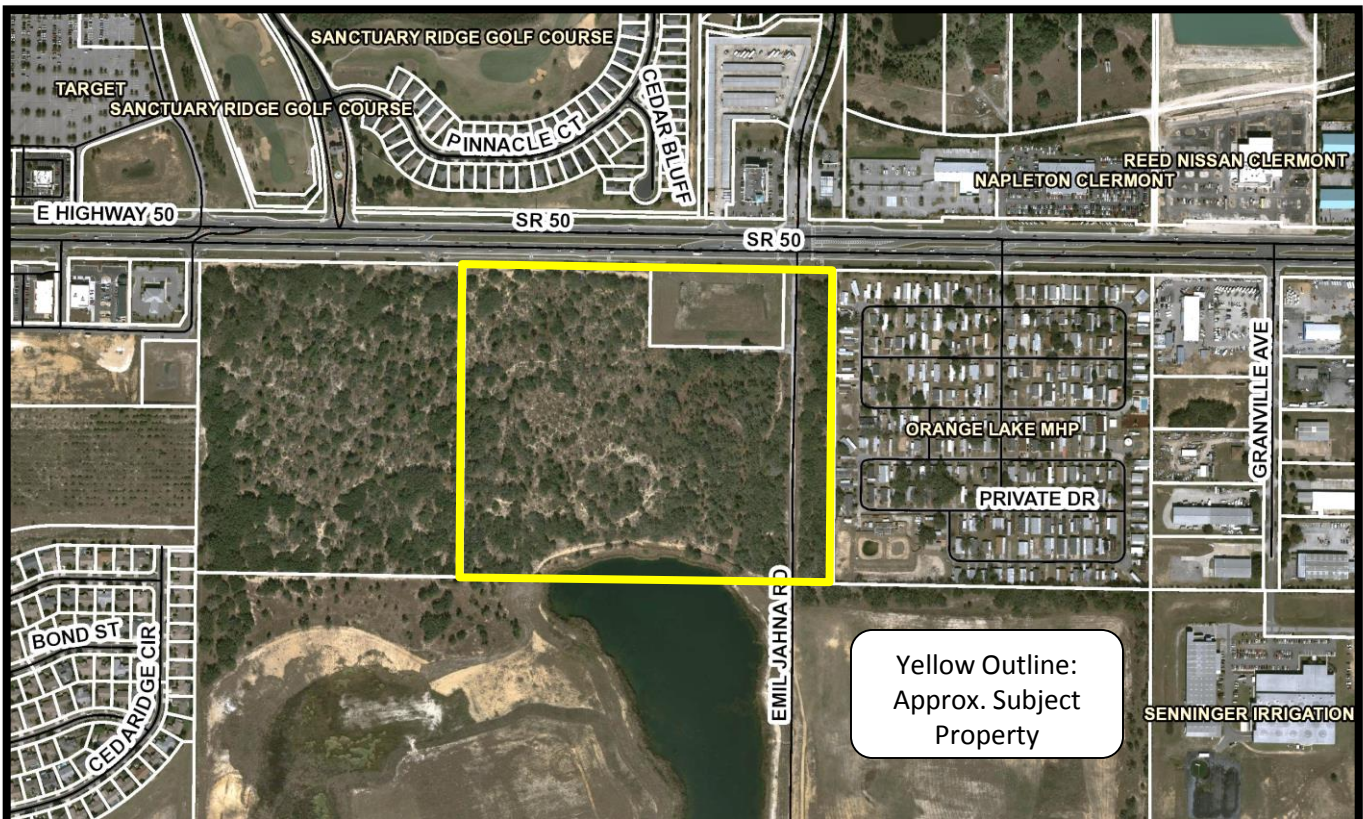
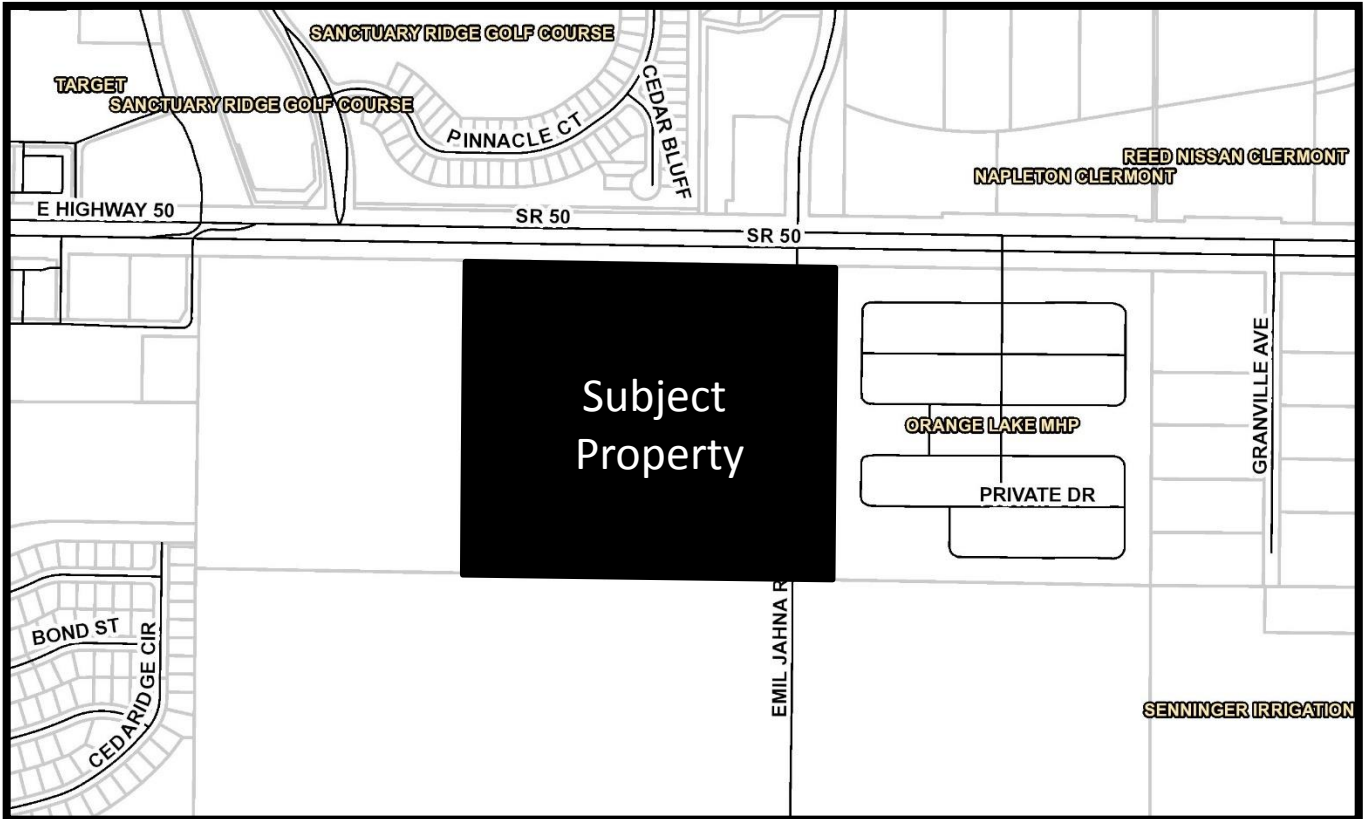
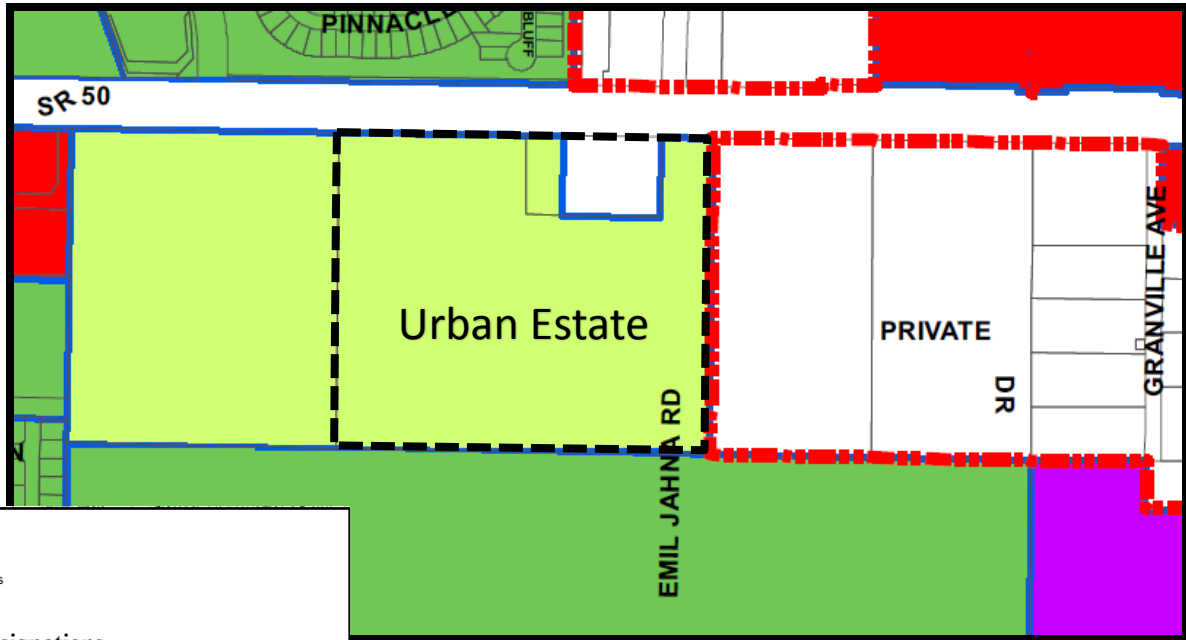


Exhibit – Zoning The Shops at WaterBrooke



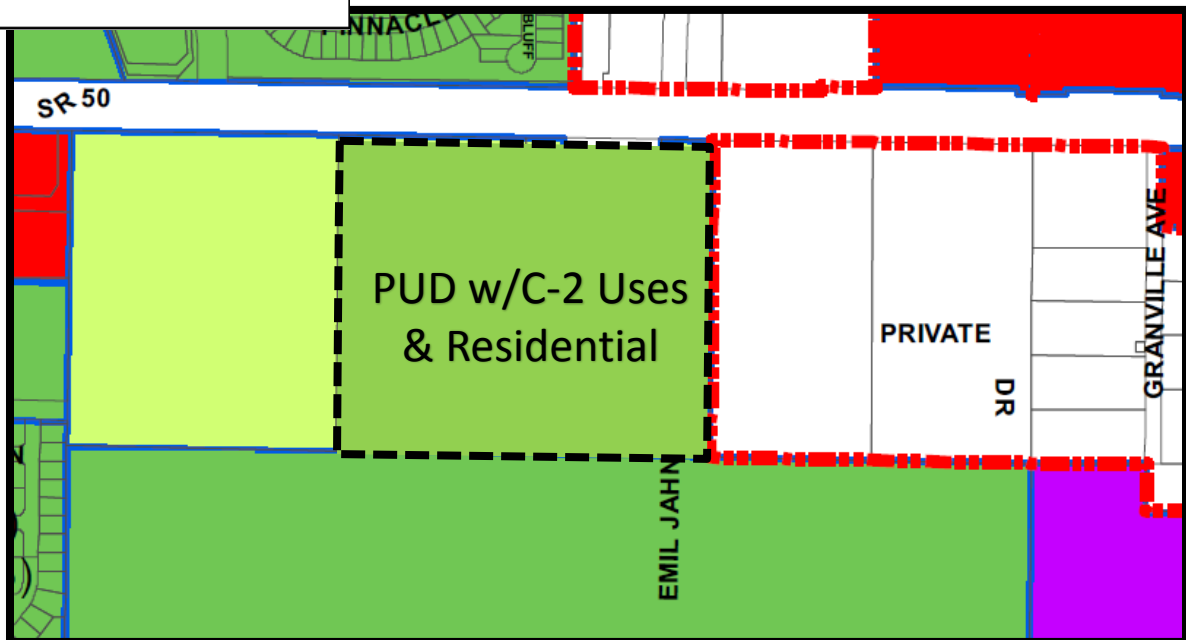
Legend



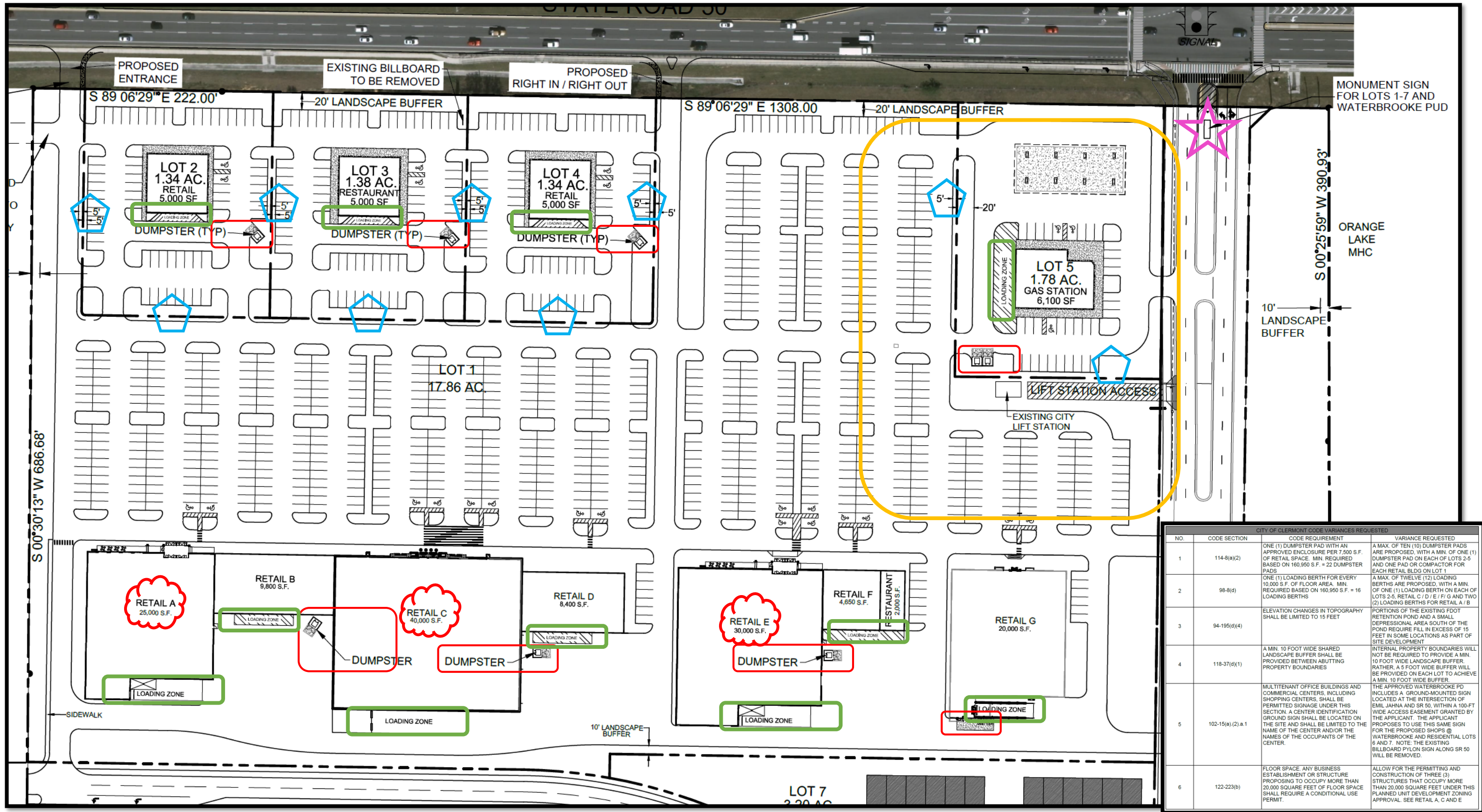
City Limits

Zoning Designations

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



The Shops at WaterBrooke Waivers



Waiver 1 – Dumpster pad per building

Waiver 2 – Loading Berths

Waiver 3 – Elevations changes greater than 15 feet

Waiver 4 – Shared 10 foot Landscape Buffer

Waiver 5 – Multi-tenant Sign

Waiver 6 – Three buildings greater than 20,000 square feet { }

Waiver 4 – Shared 10 foot Landscape Buffer  Waiver 5 – Multi-tenant Sign  Waiver 6 – Three buildings greater than 20,000 square feet 



2 PRIMARY / ENTRY ELEVATION - PART 2
1/16" = 1'-0"



1 PRIMARY / ENTRY ELEVATION - PART 1
1/16" = 1'-0"

THE SHOPS
AT WATERBROOKE
SR 50 & EMIL JAHNA RD. CLERMONT FL
CONCEPT ELEVATION DESIGN

ELEVEN
18
ARCHITECTURE
A WOMEN'S BUSINESS ENTERPRISE



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

719 S. Woodland Blvd.
Deland, FL 32720

**JIM BOXOLD
SECRETARY**

January 11, 2017

RE: Relocation of Pond
State Road No.: 50
County: Lake

To whom it may concern:

The Florida Department of Transportation has received a request to consent to the rezoning land classification of the Department's property Parcel 2722260001-000-032000 intersection of SR 50 and Emil Jahna Rd in Lake County. While the Department does not have the legal authority to consent to such rezoning requests, this letter is to advise you that we have no objection to this rezoning and will take no action to prohibit or otherwise block your attempt to rezone this property.

We are currently entertaining a request from a private company, UP Fieldgate US Investments – Clermont Hills, LLC, wherein the DOT will convey the existing DOT Pond as described on the attached Exhibit "A". The new pond will be on the adjacent parcel and shared as a joint use pond with the DOT upon approval and completion of construction and certification.

Todd Moynihan
Property Management Administrator
Florida Department of Transportation – District 5
(386) 943-5082
todd.moynihan@dot.state.fl.us

EXHIBIT A

LEGAL DESCRIPTION

FROM NW COR OF NE 1/4 RUN S 0-37-50 W ALONG SAID W LINE OF |
NE 1/4 A DIST OF 1288.52 FT TO CENTERLINE OF SR 50, S |
89-06-32 E ALONG SAID CENTERLINE 557.74 FT, S 0-53-28 W 75 |
FT TO A POINT ON THE S R/W LINE OF SR 50 FOR POB, S 0-53-31 |
W 325 FT, S 89-06-29 E 549.99 FT, N 0-53-31 E 325 FT, W |
ALONG S R/W LINE OF SR 50 TO POB |
ORB 3153 PG 2149 |

PROPERTY APPRAISER ALTERNATE KEY: 3868854



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: 8/23/17

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): The Shops at Waterbrooke

APPLICANT: UP Fieldgate US Investments - Clermont Hills LLC

CONTACT PERSON: Paul "JJ" Johnson, Jr.

Address: 301 E. Pine Street, Suite 250

City: Orlando State: Florida Zip: 32801

Phone: (407) 622-6751 Fax: (866) 440-1211

E-Mail: jj.johnson@sloaneandjohnson.com

OWNER: UP Fieldgate US Investments - Clermont Hills LLC

Address: 3201 E. Colonial Drive

City: Orlando State: Florida Zip: 32803

Phone: (407) 896-1132 Fax: _____

Address of Subject Property: State Road 50, Clermont, FL

Legal Description (include copy of survey): Refer to Plot Plan

Acres: 45.38 Land Use: Commercial
(City verification required)

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



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

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

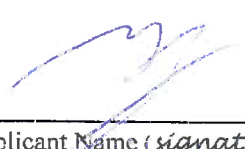
What are you proposing to do that would require a rezoning?

Commercial Shopping Center and Residential Development

Paul "JJ" Johnson, Jr.

Applicant Name (print)

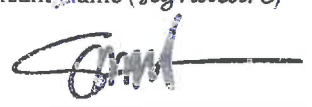
X


Applicant Name (signature)

Scott Fish

Owner Name (print)

X


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

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. 2017-49

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

LOCATION

Southwest corner of Highway 50 and Emil Jahna Road
Alternate Key 3868854 and 3868851

LEGAL DESCRIPTION

OVERALL DESCRIPTION

THAT PORTION OF THE EAST 222.00 FEET OF THE SE $\frac{1}{4}$ OF NW $\frac{1}{4}$ TOGETHER WITH A PORTION OF THE SW $\frac{1}{4}$ OF NE $\frac{1}{4}$, ALL LYING IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH $\frac{1}{4}$ CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN S 00°30'12" W. ALONG THE WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27, A DISTANCE OF 1363.52 FEET TO A POINT ON THE RIGHT OF WAY LINE OF STATE ROAD 50, PER F.D.O.T. RIGHT OF WAY MAP SECTION 11070-2505, THIS BEING THE POINT OF BEGINNING: THENCE RUN S 89°06'29" E, ALONG SAID SOUTH RIGHT OF WAY LINE. A DISTANCE OF 1308.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 27; THENCE RUN S 00°25'59" W. ALONG SAID EAST LINE, A DISTANCE OF 1293.07 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27, THENCE RUN N 88°58'56" W. ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27, A DISTANCE OF 1309.61 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE RUN N 88°58'56" W. ALONG THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 27, A DISTANCE OF 222.01 FEET TO A POINT, 222.00 FEET, WESTERLY OF , WHEN MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27; THENCE RUN N 00°30'12"E. ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27, A DISTANCE OF 1289.70 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE RUN S 89°06'29" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 222.00 FEET TO THE POINT OF BEGINNING. CONTAINING 45.38 ACRES, MORE OR LESS.

From: Urban Estate
To: Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, November 7, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, November 28, 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
October 31 and November 14, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, November 14, 2017			
Agenda Item Name			
Ordinance No. 2017-51 <i>Introduction</i>			
Requested Action			
Request introduction of Ordinance No. 2017-51			
Staff Report			
Ordinance No. 2017-51 is recommended to be introduced to amend Chapter 66, Utilities. The below noted amendments have been in effect for several years and do not reflect any utility billing or procedural change. The purpose of this Ordinance is to move these provisions into the Code of Ordinances so they do not have to continue be reflected in future resolutions. Chapter 66, Section 66-7(a) is proposed to be amended to include a meter tampering fee will be charged to the utility account holder in the event that water meter padlocks are cut or curbstops are damaged. This fee has been in place since April 1997 based on Resolution No. 949. Chapter 66, Section 66-144 is proposed to be amended to provide that all developed lots and parcels in the city are subject to the stormwater utility fee, with the exception of public rights of ways and governmental owned and operated facilities. This has been in effect since September 2000, based on Resolution No. 1160. Chapter 66, Section 66-145 is proposed to be amended to provide for a stormwater utility fee credit of forty (40) percent if there is an approved drainage retention on site. The credit has been in place since September 2000, based on Resolution No. 1160. Chapter 66, Section 66-148(a) is proposed to be amended to provide that in the event a property tenant or owner has vacated a building, that the property owner shall continue to be responsible for the stormwater charges. This practice has been in place since September 2000, based on Resolution No. 1160.			
Additional Analysis			
Fiscal Impact Summary			
No fiscal impact.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Ordinance No. 2017-51	Ordinance No. 2017-51 - 10-31-17.docx	
2.	Ad	2017-51 Utilities Code.doc	

CITY OF CLERMONT
ORDINANCE NO. 2017-51

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 66, UTILITIES, REPEALING ALL ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY FLORIDA HEREBY ORDAINS: (note strikethrough indicates removed words and underlined indicates added)

SECTION 1.

Chapter 66, Utilities, Section 66-7(a) is hereby amended as follows:

No person, unless authorized by the City, has the right to turn off or turn on water at the curbstop, corporation stop or valve, or to in any way disconnect or remove any water meter or otherwise molest any water connection, meter or water main belonging to the City. In the event that meter padlocks are cut or curbstops are damaged, a meter tampering fee will be charged to the account holder. The meter tampering fee amount will be included in a fees schedule established by resolution and kept on file in the City Clerk's office.

SECTION 2.

Chapter 66, Utilities, Section 66-144 is hereby amended as follows:

A stormwater management utility fee is hereby imposed upon ~~each~~ developed lots and parcels within the City for services and facilities provided by the stormwater management utility system. For purposes of imposing the stormwater management utility fee, all lots and parcels within the City are classified as residential or non-residential. The City Manager or his designee is directed to prepare a list of lots and parcels within the City and assign a classification of residential or non-residential to each parcel. All developed lots and parcels are subject to the stormwater management utility fee, with the exception of public rights of ways and governmental owned and operated facilities.

SECTION 3.

Chapter 66, Utilities, Section 66-145 is hereby amended as follows:

- (a) The City Council shall by resolution establish reasonable rates for the stormwater management utility system. For each single-family dwelling unit (SFU) a flat fee shall be established. For residential accounts not individually metered, the account holder of the master meter shall be billed the fee established for an SFU, multiplied by the number of residential units.

CITY OF CLERMONT
ORDINANCE NO. 2017-51

- (b) For nonresidential properties, the number of equivalent residential units (ERU) shall be determined periodically and shall be included in the rate resolution. All non-residential properties not covered by Subsection (a) of this Section shall be billed based on the total impervious area of the property divided by the ERU and then multiplied by the rate established for a residential unit. The total impervious area of the property and the number of ERUs shall be updated by the director based upon any additions to the impervious area as approved through the permitting process. For nonresidential properties that are not separately metered, the total bill will be sent to the account holder of the master meter.
- (c) Properties with approved on-site drainage retention are eligible for a credit equal to forty (40) percent of the single-family dwelling unit fee. The on-site drainage retention area must have been engineered by a Florida Registered Profession Engineer to meet or exceed the requirements of the City of Clermont Stormwater Code.

SECTION 4.

Chapter 66, Utilities, Section 66-148(a) is hereby amended as follows:

The stormwater drainage utility fee shall be billed and collected with the monthly utility bill for those lots or parcels of land utilizing city utilities and billed and collected separately as stormwater management utility fees for those lots or parcels of land and owners thereof not utilizing other City utilities. All such bills for stormwater management utility fees shall be rendered monthly by the Finance Department and shall become due and payable in accordance with the rules and regulations of the Finance Department pertaining to the collection of utility fees. The stormwater management utility fee is part of a consolidated statement for utility customers which is generally paid by a single payment. If a partial payment is received, the payment shall be first applied to garbage and trash, next applied to stormwater drainage, next applied to sewer and finally applied to the water account. In the event a property tenant or owner has vacated the building and discontinued other City services, the property owner shall continue to be charged the stormwater management utility fee.

SECTION 5.

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

SECTION 6.

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.

CITY OF CLERMONT
ORDINANCE NO. 2017-51

SECTION 7.

This Ordinance shall take effect immediately upon final adoption by the City Council of the City of Clermont, Lake County, Florida.

CITY OF CLERMONT
ORDINANCE NO. 2017-51

PASSED AND ADOPTED BY the City Council of the City of Clermont, Lake County, Florida on this 28th day of November, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

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

ORDINANCE NO. 2017-51

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 66, UTILITIES, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, November 28, 2017 at 6:30pm for final enactment.

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

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

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

Tracy Ackroyd Howe,
MMC
City Clerk

Daily Commercial
November 14, 2017