



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, August 24, 2021**

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 extended by the Mayor or by majority vote of the Council. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Quarterly Budget Report

Fire Station No. 2 Update

PUBLIC COMMENTS

REPORTS

Chairman Parks, Lake County Board of County Commissioners, District 2

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 - Appointment

Consider appointing Scott Davidoff to the Acting City Manager position effective September 4, 2021.

Item No. 2 - Contract Amendment

Consider first contract amendment between the City of Clermont and Tetra Tech, Inc. for additional construction administration services in the not to exceed budgeted amount of \$429,777.

Item No. 3 - Utility Service Agreement
Granville Properties LLC

Consider water and sewer service for a new development in Lake County, in which the City is the utility provider, for a small office/warehouse facility on Granville Avenue, south of SR 50.

Item No. 4 - Resolution No. 2021-044R

Consider Fiscal Year 2021 Budget Amendment.

Item No. 5 - Resolution No. 2021-049R
Authorizing Acceptance of the ARPA Funds

Consider granting authorization for the City Manager to accept the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund Agreement with the State of Florida in the amount of \$19,359,997.

**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, August 24, 2021**

Item No. 6 - Minutes Approval

Consider approval of the July 27, 2021
City Council meeting minutes.

UNFINISHED BUSINESS

Item No. 7 - Ordinance No. 2021-020 ***Final***
Realty Professionals of Florida

Consider rezoning from C-2 General
Commercial to Planned Unit
Development located at 300 E Hwy 50.

Item No. 8 - Ordinance No. 2021-023 ***Final***
Disston Duplexes

Consider rezoning from R-3
Residential/Professional, C-1 Light
Commercial, and C-2 General
Commercial to Planned Unit
Development for vacant parcels at the
corner of Disston Ave. and Almond St.

NEW BUSINESS

Item No. 9 - Citizen Request

Consider request pertaining to code
enforcement issues.

ADJOURN

Public Notice

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

Meeting agendas are available on the city website and are posted within the first floor of City Hall.

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, August 24, 2021**

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

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 24, 2021		
Agenda Item Name		
Appointment		
Requested Action		
Request appointment of Scott Davidoff to Acting City Manager.		
Staff Report		
Interim City Manager Susan Dauderis is resigning from the City effective September 3, 2021. At the July 27 Council Meeting, the City Council discussed appointing Director Scott Davidoff to the Acting City Manager position to replace Ms. Dauderis effective September 4, 2021. Mr. Davidoff to return to the Parks and Recreation Director position once the newly appointed City Manager is in place.		
Additional Analysis		
Fiscal Impact Summary		
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, August 24, 2021		
Agenda Item Name		
Contract Amendment		
Requested Action		
Recommend to approve first contract amendment between the City of Clermont and Tetra Tech, Inc. to provide additional construction administration services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The original agreement, approved on November 12, 2019, provided construction administration assistance in the total amount of \$295,990. This contract amendment will allow the firm Tetra Tech, Inc. to provide the City with an onsite resident project representative for construction services related to scheduling, interpretation of contract documents, shop drawing review, review of completed work and rejection of defective work, assist with inspection, testing, system startups and review pay requests.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact for FY 2021. All expenses will be funded with FY 2022 approved budget. Department Account Code: 44535-66900-35114		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 1st Amendment To Professional Services Agreement	1st Amendment To Professional Services Agreement.pdf	
2. 2019-87 Agreement	2019-87 Agreement.pdf	

**FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT is entered into as of this _____ day of _____ 2021 and is to that certain Agreement No. 2019-87 dated November 12, 2019, hereinafter “the Agreement”, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, hereinafter referred to as “CITY” and TETRA TECH, INC., whose address is: 201 East Pine Street, Suite 1000, Orlando, FL 32801 hereinafter referred to as “CONSULTANT” The parties, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

1. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail.

2. The Scope of Services and Compensation Schedule referred to and incorporated into the Agreement is hereby amended to include revised compensation for Construction Administration Services for the Water Reclamation Facility Expansion project as more particularly described in Attachment “A” attached hereto and incorporated herein.

3. All other terms and conditions set forth in the Agreement shall remain in full force and effect and unchanged as agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

TETRA TECH, INC.

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

ATTEST:

Corporate Secretary

(Name Printed or Typed)



July 26, 2021

Mr. Stoney Brunson
Environmental Services Director
City of Clermont
3335 Hancock Rd.
Clermont, FL 34711

**Subject: Proposal for Professional Engineering Services
Eastern Water Reclamation Facility Expansion
Construction Administration – Resident Project Representative Services**

Tt # 200BP Gen/Clermont

Dear Mr. Brunson:

Tetra Tech proposes the following scope of services, which is detailed in Attachments A – C, for a Resident Project Representative (RPR) at the Eastern Water Reclamation Facility Expansion project.

COMPENSATION

The compensation for the professional services described in Attachment A will be on the basis of not-to-exceed, as detailed in the Attachments, for a total of **\$429,777**.

We appreciate this opportunity to be of service to the City of Clermont.

Very truly yours,

Approval:

Tetra Tech

City of Clermont

A handwritten signature in blue ink, appearing to read 'Jon D. Fox'.

Jon D. Fox, P.E.
Vice President

By: _____

Date: _____

JDF/jm/EWRF Expansion/Updated RPR/Brunson 072621.doc

ATTACHMENT A

SCOPE OF SERVICES

CITY OF CLERMONT EASTERN WATER RECLAMATION FACILITY EXPANSION (CONSTRUCTION ADMINISTRATION – RPR SERVICES)

I. PROJECT DESCRIPTION

The City of Clermont intends to expand the capacity of the Eastern Water Reclamation Facility (EWRF) from 4.0 MGD to 6.5 MGD on an average annual daily flow basis. The Expansion includes the following improvements:

- Construction of new preliminary treatment and flow equalization facilities including mechanical screening, grit removal and odor control.
- Construction of an additional two-stage biological nutrient removal structure that will include an anoxic zone with mixers, an aerobic zone with low-speed surface aerators, and related channels and gates.
- Construction of an additional clarifier with related return and waste activated sludge pumping facilities.
- Addition of additional effluent transfer pump.
- Installation of additional high service reclaimed water pumps.
- Construction of a new sludge holding tank with related decanting, blower, diffused aeration, and belt filter press feed pumps.
- Replacement of 1.5-meter belt filter press with new 2.0-meter belt filter press and associated pumping facilities.
- Electrical, standby power, instrumentation, and SCADA improvements to support the new components and replace certain outdated systems.

The services provided herein are for additional services of a full time resident project representative (RPR) for the Expansion are in addition to the construction administration services provided under the Original Eastern Water Reclamation Facility Expansion (Preliminary Design, Final Design, Permitting, Bidding, and Construction Administration Services) dated November 12, 2019. Services described herein will be performed in accordance with the City of Clermont, Florida and Tetra Tech, Inc. Agreement for Professional Engineer Services dated November 12, 2019.

Tasks for the RPR are further described herein.

II. SCOPE OF SERVICES

Task 6: Resident Project Representative

Tetra Tech will provide the services of a full-time RPR during construction of the project. RPR services as proposed are based on a work week of 5 days per week, 40 hours per week for 16 months of the 18 month construction period totaling of 2,800 hours. The duties, responsibility, and limitation of authority for the RPR are presented in Attachment B.

III. COMPENSATION SUMMARY

The total compensation for the Scope of Services described in Section II is summarized below. Compensation for services provided under Task 6 will be made on the basis of not-to-exceed with billable rates based on a raw labor rate multiplier of 3.1. Attachment C presents a detailed breakdown of estimated manhours and associated compensation for the Scope of Services.

Task	Phase	Amount
6	Resident Project Representative	\$429,777

IV. SCHEDULE

A detailed project schedule that addresses each activity is presented in below.

Phase	Task Duration (Months)
RPR Services to run concurrently with the Construction Administration Assistance provided under the Original Agreement for the Eastern Water Reclamation Facility Expansion (less 2-months for Contractor mobilization and substantial completion punch list items).	16

ATTACHMENT B

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

- A. Engineer shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D shall provide full time representation unless representation to a lesser degree is approved by Agency.
- B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
1. *General:* RPR is Engineer’s agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*
 - a. Serve as Engineer’s liaison with Contractor, working principally through Contractor’s superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-site operations.

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- 7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. *Inspections, Tests, and System Startups:*
 - a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data

required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in a Substantial Completion (pre-final) inspection and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- d. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

Tt Price Proposal		Labor Plan	ATTACHMENT C			
		1 Resource				
EWRF Expansion RPR Services						
RPR Services						
Submitted to: City of Clermont (Attn: Stoney Brunson)			Pricing by Resource			
Contract Type: T&M						
	Total Labor Hrs	RPR				Task Pricing Totals
Project Phases / Tasks	2,800		2,800	Labor429,777	Subs-	ODCs-
Task 6: RPR Services	2,800	2,800	429,777	-	-	429,777
Onsite RPR	2,800	2,800	429,777			429,777
	-					-
Totals	2,800	2,800	429,777	-	-	429,777

Price Proposal

Labor Plan

ATTACHMENT C

1 Resource

EWRf Expansion RPR Services

RPR Services

Submitted to: City of Clermont (Attn: Stoney Brunson)

Contract Type: T&M

Total Labor Hrs	
----------------------------	--

RPR

Labor

Subs

ODCs

Task Pricing Totals

Project Phases / Tasks

2,800

2,800

429,777

—

—

429,777

Task 6: RPR Services

2,800

2,800

429,777

—

—

429,777

Onsite RPR

2,800

2,800

429,777

429,777

300

2,800

429,777

—

429,777

AGREEMENT FOR PROFESSIONAL ENGINEER SERVICES

THIS AGREEMENT is made and entered into as of this 12 day of November, 2019 by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY") and TETRA TECH, INC., whose address is: 201 East Pine Street, Suite 1000, Orlando, FL 32801, (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, the CITY is in need of qualified and licensed CONSULTANT services related to various municipal projects;

WHEREAS, the CITY, in accordance with Section 287.055, Florida Statutes, solicited proposals for professional services as more fully described and set forth in RFQ 19-043 titled Engineering Design Services for Water Reclamation Facility Expansion and;

WHEREAS, the CONSULTANT submitted a proposal to provide said services and has represented to CITY that it is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable law and professional standards;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

- 1.1 This Agreement is to become effective upon execution by both parties, and shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied services, unless terminated as provided for herein.
- 1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this Agreement shall survive until completion of all task authorizations/work orders.

2.0 DESCRIPTION OF SERVICES

- 2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to CONSULTANT any Agreement or task authorization and CITY expressly reserves the right to exercise its option to issue any such Agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.
- 2.2 The CITY shall make request of CONSULTANT to provide professional engineering and other related consulting services on a task basis. The CITY will communicate with CONSULTANT, verbally or in writing, a general description of the task to be performed. The CONSULTANT will generate a detailed Scope of Work document, prepare a

Schedule, add a not-to-exceed-budget to accomplish the task, and send the thus developed "Task Proposal" to the CITY. If a site visit by CONSULTANT is needed to generate the scope document, CONSULTANT shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the CONSULTANT shall be as provided and contemplated by the CITY in that certain Engineering Design Services for Water Reclamation Facility Expansion, RFQ 19-043, and CONSULTANT'S response thereto, which are expressly incorporated herein and made a part hereof as if restated.

CONSULTANT shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the CONSULTANT. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the CONSULTANT shall perform the services set forth in the task authorization/work order.

- 2.3 CONSULTANT shall provide CITY'S designated project manager with monthly time sheets or labor cost statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

3.0 CHANGES IN THE SCOPE OF WORK

- 3.1 CITY may make changes in the services at any time by giving written notice to CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule of modifications. If the CITY and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by CITY'S and CONSULTANT'S designated representatives.
- 3.2 All of CITY'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

- 4.1 CONSULTANT shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. CONSULTANT shall complete all of said services in a timely manner and will keep CITY fully informed of the status of work on a reasonable basis in relation to the scope of the project or at least monthly. Should CONSULTANT fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed upon schedule at no additional cost to the CITY.
- 4.2 No extension for completion of services shall be granted to CONSULTANT without CITY'S prior written consent, except as provided in Sections 3.1 and 20.0 herein.

5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

5.1 DEFINITIONS:

5.1.1 The “CONSULTANT’s Professional Services Fee Schedule” as set forth in Attachment “A”, attached hereto and incorporated herein, are used as a basis for payment for services pursuant to Paragraphs 2.0 and 3.0. These fee schedules shall include wages, salaries, taxes, insurance, overhead and profit. The hourly salary rates set forth in the Fee Schedule are firm for the initial term of the contract (3 years), but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the Agreement. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and CONSULTANT.

5.1.2 The “CONSULTANT’s Reimbursable Expenses Schedule” as set forth in Attachment “A”, attached hereto and incorporated herein, as provided by the CONSULTANT, is used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses are limited to: printing, travel (not ordinary to the project) and the purchase of specialized software or equipment specific to the task authorization, which are directly in connection with the project and been pre-approved by the City. Said reimbursable expenses shall be passed through at a cost factor of 1.0.

5.1.3 The “Deliverables” are defined as plans, reports, findings, specifications, or anything else that is the end product or work performed by the CONSULTANT or the CITY. CONSULTANT shall, within such time constraints as may be set forth in the work order, submit to CITY the deliverables as identified in the work order; and CONSULTANT shall, upon completion of all work, submit to the CITY all information developed in the course of the consulting services. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to CITY all material furnished to CONSULTANT, provided the CITY identifies those materials in writing.

5.2 PAYMENT/COMPENSATION:

CITY agrees to pay or compensate the CONSULTANT for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless otherwise provided herein or in the task authorization/work order.

5.2.1 Not to exceed cost based upon the “CONSULTANT’s Professional Services Fee Schedule.”

5.3 SERVICES-ADDITIONAL: CITY shall pay CONSULTANT as follows:

5.3.1 Professional Associates, CONSULTANTs and/or Subcontractors: For services and expenses of independent associates, CONSULTANTs and/or subcontractors employed by CONSULTANT, the amount invoiced to CONSULTANT times a factor of 1.0 for invoices to the CITY.

5.3.2 Expert Witness: For any litigation, arbitration or other legal or administrative proceeding for any time spent in preparation for such litigation, for on the same basis as set forth in Paragraph 5.1 and 5.3.1.

5.4 Times of Payments: At monthly intervals, CONSULTANT shall submit statements for services, additional services rendered and for reimbursable expenses incurred. The statements will be based upon CONSULTANT'S actual manpower expended and actual expenses incurred within the billing period.

5.4.1. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall be forwarded to CITY, no more frequently than once per month, and signed by an authorized representative of CONSULTANT related to the applicable monthly installment payment. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. All invoices submitted for compensation shall include a statement by CONSULTANT that states as follows:

"This statement sets forth only actual time spent by the firm's employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent."

5.4.3. CITY shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from CONSULTANT. In the event that CITY disputes any invoice submitted, it shall advise CONSULTANT, in writing, and said invoice shall not be deemed due and payable under this Agreement. Neither the CITY'S review, approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the CONSULTANT shall be liable to CITY for any and all damages to CITY caused by the CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

5.5 Other Provisions Concerning Payments:

5.5.1 In the event of termination by CITY under Section 19.0 during the performance of the services, payments due CONSULTANT up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

5.5.2 Records of CONSULTANT's Salary Costs and Expenses pertinent to CONSULTANT'S compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to CITY for audit upon request by CITY. Copies will be made available to CITY on request prior to final payment for CONSULTANT'S services.

5.5.3 A separate invoice must be submitted for each individual task authorization. Invoices must show a breakdown of the number of hours worked by each person charging time to the task authorization, hourly salary cost and any reimbursable expenses.

6.0 RIGHT TO INSPECTION

6.1 CITY or its agents shall at all times have the right to review or observe the services performed by CONSULTANT.

6.2 No inspection, review, or observation shall relieve CONSULTANT of its responsibility under this Agreement.

7.0 PROGRESS MEETING

CITY'S designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this Agreement. CONSULTANT'S Project Manager and all other appropriate personnel shall attend such meetings as designated by CITY'S Project Manager, and CONSULTANT shall be compensated at the billing rates set forth in Article 5.0

8.0 SAFETY

8.1 CONSULTANT agrees to comply with CITY'S published safety standards while on the property of CITY. A copy of these standards is provided in Attachment "B", attached hereto and incorporated herein.

8.2 CONSULTANT shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

9.0 REASONABLE ACCESS

During the term of this Agreement, CITY shall grant CONSULTANT reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION

CONSULTANT and/or any CITY approved subcontractors or sub CONSULTANTs shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth below and shall be bound by the terms of the Hold Harmless/Indemnification provisions expressed therein.

Worker's Compensation – as required by applicable state statute.

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage and \$2,000,000 in the aggregate. The General Liability policy shall include the commercial form, contractual liability and independent contractor's coverage.

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage. The Automobile Liability policy shall include the business form, owned, hired and non-owned coverage.

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate.

Property Coverage – Property coverage in limits sufficient to remedy the loss, and/or loss of use of, valuable papers and records, and any other property of the party utilized in connection with the City.

The General Liability and Automobile Liability shall each contain an endorsement naming the City as an additional insured as to any liability arising out of insured party's performance pursuant to this Agreement. The Worker's Compensation and Employer's Liability coverage shall contain an endorsement waiving subrogation as against the City.

Indemnification – Consultant shall indemnify and hold harmless and defend the Client and its employees from any liability, settlements, loss of costs of any kind, whether actual or threatened, (including reasonable attorney's fees and cost of defense) to the extent caused by the negligent act, error or omission of CONSULTANT in the performance of services under this Agreement.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

CONSULTANT shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

12.0 REPRESENTATIONS

- 12.1 CONSULTANT represents that the services provided hereunder shall conform to all requirements of this Agreement, RFQ 19-043 and CONSULTANT'S response thereto; shall be consistent with recognized and sound professional engineer practices and

procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.

- 12.2 CONSULTANT represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 12.3 Subject to the provisions of this Section, should CONSULTANT breach the warranties set forth herein, CITY shall have such remedies as may be provided at law or equity.
- 12.4 Without limiting the generality of the foregoing, if the CONSULTANT completes its services under any task authorization entered into hereunder, and the CONSULTANT'S services are non-complying, defective, or otherwise improperly performed and CITY notifies CONSULTANT in writing that a defect, error, omission or noncompliance has been discovered in CONSULTANT'S services, CONSULTANT shall, at the option of CITY: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to CITY; b) refund the amount paid by CITY attributable to such non-complying, defective or otherwise improperly performed services; or c) if CONSULTANT fails to take action under a) above, at CONSULTANT'S sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.
- 12.5 The only representations made by CONSULTANT are those expressly enumerated in this provision. Any other statements of fact or descriptions expressed in the Agreement or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

13.0 GUARANTEE AGAINST INFRINGEMENT

CONSULTANT guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, CONSULTANT shall indemnify and hold harmless CITY, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this Agreement. Notwithstanding the foregoing, CONSULTANT may elect to provide non-infringing services.

14.0 DOCUMENTS

- 14.1 Upon CITY'S or its designated Project Manager's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, CONSULTANT shall provide CITY or its designated Project Manager with a copy of all documents and electronic files prepared by CONSULTANT under this Agreement or any Task Authorization hereunder. CITY understands that re-use of any documents for any other purposes, shall be at the CITY'S own risk.

14.2 The parties acknowledge that the CITY is a Florida municipal corporation and subject to the Florida Public Records Law, therefore, to the extent applicable to it, CONSULTANT agrees to comply with the terms thereof with regard to any and all documents related to the CITY.

14.3 Drawings, specifications, reports, program, manuals, calculations, supporting design documentation or other documents, including all documents on electronic media, provided by the CONSULTANT or their sub-consultants, prepared under this Agreement shall be come property of the CITY. Conformed documents, record documents and final written documents shall be provided electronically in a form specified by the CITY. The CITY agrees to release CONSULTANT from any liability that may result from the re-use of documents or modifications thereof, by the CITY of its representatives for any other purpose other than the original intent of this Agreement, without written authorization by the CONSULTANT. CONSULTANT will retain all common law, statutory, and other reserved rights, including the copyright thereto.

15.0 ASSIGNMENT

15.1 CONSULTANT shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of CITY.

15.2 If, upon receiving written approval from CITY, any part of this Agreement is subcontracted by CONSULTANT, CONSULTANT shall be fully responsible to CITY for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If CITY determines that any subcontractor is not performing in accordance with this Agreement, CITY shall so notify CONSULTANT who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by CONSULTANT, prior to commencement of any work by the subcontractor, CONSULTANT shall require the subcontractor to provide CITY and its affiliates with insurance coverage as set forth by the CITY'S Risk Management.

16.0 INDEPENDENT CONSULTANT

At all times during the term of this Agreement, CONSULTANT shall be considered an independent CONSULTANT.

17.0 CONFLICT OF INTEREST

CONSULTANT shall not undertake any task on behalf of the CITY where CONSULTANT has a conflict of interest arising out of a past or present professional relationship with another client.

The CONSULTANT shall notify the CITY in writing of any conflict of interest or potential conflict of interest should arise.

18.0 DEFAULT

If during the term of this Agreement, CONSULTANT shall be in default of any of the material provisions of this Agreement, CITY may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until CITY gives written notice of the default to CONSULTANT with at least ten (10) days to cure such default. If CONSULTANT fails to correct such delinquency or default within thirty (30) days of suspension by CITY, CITY may terminate this Agreement.

19.0 TERMINATION

Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONSULTANT, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to CONSULTANT b) CONSULTANT is adjudged to be bankrupt; c) CONSULTANT makes a general assignment for the benefit of its creditors; d) CONSULTANT fails to comply with any of the conditions of provisions of this Agreement; or e) CONSULTANT is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

20.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God: fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to CITY'S affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue shall be Lake County, Florida, or the United States District Court in and for the Middle District of Florida.

22.0 HEADINGS

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

- 24.1 Waiver by either party of any terms, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- 24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and CONSULTANT.

26.0 PROHIBITION AGAINST CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27.0 ENTIRE AGREEMENT

Except as otherwise state, this Agreement, including the schedules, attachments, appendixes and exhibits attached hereto, constitutes the entire Agreement between CITY and CONSULTANT with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 SOVEREIGN IMMUNITY

Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CITY'S potential liability under state or federal law.

29.0 NOTICE

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

CITY: City of Clermont
Attn: Darren Gray, City Manager
685 West Montrose Street
Clermont, Florida

CONSULTANT: Tetra Tech, Inc.
Attn: Jon Fox, PE.
201 East Pine Street
Suite 1000
Orlando, FL 32801

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12 day of November, 2019.

City of Clermont


Gail L. Ash, Mayor

Attest:


Tracy Ackroyd Howe, City Clerk



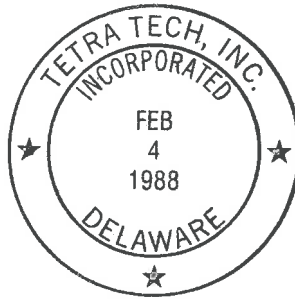
Tetra Tech, Inc.

By: *B. N. Carter*
(Signature)

Brian N. Carter, Senior Vice President
(Name & Title Printed or Typed)

Attest:
[Signature]
Corporate Secretary

Preston Hopson
(Name Printed or Typed)



ATTACHMENT A

ATTACHMENT A

SCOPE OF SERVICES

CITY OF CLERMONT

EASTERN WATER RECLAMATION FACILITY EXPANSION (PRELIMINARY DESIGN, FINAL DESIGN, PERMITTING, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES)

I. PROJECT DESCRIPTION

The City of Clermont intends to expand the capacity of the Eastern Water Reclamation Facility (EWRF) from 4.0 MGD to 6.5 MGD on an average annual daily flow basis. Preliminary technical analyses suggest that the following improvements are required:

- Construction of new preliminary treatment facilities including mechanical screening, grit removal and odor control.
- Conversion of an existing sludge holding basin to make it function as a flow equalization facility.
- Construction of an additional two-stage biological nutrient removal structure that will include an anoxic zone with mixers, an aerobic zone with low-speed surface aerators, and related channels and gates.
- Construction of two additional clarifiers with related return and waste activated sludge pumping facilities.
- Construction of an additional chlorine contact tank with effluent transfer pumps.
- Installation of additional high service reclaimed water pumps.
- Construction of a new sludge holding tank with related decanting, blower, diffused aeration, and belt filter press feed pumps.
- Electrical, standby power, instrumentation, and SCADA improvements to support the new components and replace certain outdated systems.

The services provided herein reflect refinement of the concept described above and the requisite design, permitting, bidding, and construction services to deliver the facilities in a cost-effective and timely manner. Tasks for this project will be completed on a phased basis and are further described herein.

II. SCOPE OF SERVICES

Task 1: Preliminary Design

1. Attend a kick-off meeting/site visit with City Staff. Prepare a meeting summary for distribution to all attendees.
2. Provide a topographic survey in sufficient detail to facilitate the design of the contemplated improvements. Provide twenty (20) soft-digs to ascertain the location of existing utilities.
3. Review data pertaining to flows, influent characteristics and plant performance and construct a calibrated steady-state BioWin process model.
4. Utilize the BioWin model to ascertain anoxic and aerobic volumes, internal recycle flow, and aerator sizes.

5. Prepare a technical memorandum presenting the findings, conclusions, and recommendations resulting from the process modeling effort.
6. Meet with City Staff to discuss the technical memorandum and finalize the biological process design.
7. Size the clarifiers as well as sludge and scum pumping facilities.
8. Size the additional chlorine contact and sodium hypochlorite storage and feed facilities.
9. Size additional effluent transfer pumps.
10. Perform hydraulic calculations to size gravity process piping and establish the hydraulic profile.
11. Size the aerated sludge holding tank and select related equipment and sludge dewatering improvements.
12. Consider options to provide onsite Class A sludge stabilization for space planning purposes.
13. Review reclaimed water demand data and select additional reclaimed water pumps to address the WRF expansion and additional demands.
14. Perform stormwater management system calculations to size and locate additional retention ponds.
15. Prepare a draft site and yard piping plan and meet with the City Staff to discuss the layout, staging areas, access during construction and other considerations that will affect the location of the proposed components.
16. Evaluate the existing electrical, SCADA, and instrumentation and control (I & C) facilities and identify improvements needed to implement the selected process/mechanical design concept. Attend three meetings with the City to discuss the suggested I & C components, control strategies, and system delivery methods.
17. Prepare a draft design report presenting the findings, conclusions, and recommendations resulting from the above tasks. The report will include regulatory agency requirements, design criteria and component sizing, a site/yard piping plan, temporary operations/phasing plan, process/mechanical plan and section views of the clearwell and pumping system, pump building elevations and perspectives, electrical single-line diagrams, and an overall process and instrumentation diagram. The estimated capital cost will also be presented in the report along with permitting requirements and a detailed schedule.
18. Meet with the City to discuss the draft report and the revise the document pursuant to review comments.
19. Finalize the draft report pursuant to City comments. Three (3) hard copies and one (1) electronic copy in PDF format will be provided of the final report.

Task 2: Final Design

Upon acceptance of the preliminary design report by the City, Tetra Tech will initiate the final design of the Project. The final design will result in preparation of engineering drawings and specifications, which will be submitted to the City for review at 60-, 90- and 100-percent completion levels. Three (3) sets of drawings and specifications and an electronic copy in PDF format will be provided to the City for each review. A review meeting will be held with City following each submission. To ensure proper design of the facilities, Tetra Tech will obtain

approval from the City for any substantial changes in the preliminary design prior to incorporation in the final design. Updated cost estimates will be included with each submittal. Tasks to be completed during this phase are summarized below:

1. Tetra Tech will arrange and pay for a soils investigation/testing firm to provide necessary soils data and other pertinent information required for final design of structural and stormwater management elements. It is estimated that the soils field exploration will include the following borings:

Description	Number of Borings	Maximum Depth Below Ground Surface (feet)
BNR Basin	3 SPT	50
Clarifier	1 SPT	50
Generator and Fuel Storage Pad	1 SPT	20
Biosolids Dewatering Building	2 SPT	25
Headworks Building	1 SPT	40
Primary Splitter Structure	1 SPT	30
Mixed Liquor Splitter Structure	1 SPT	25
Secondary Splitter Structure	1 SPT	25
Aerobic Digester	2 SPT	40
Effluent Transfer Pump Building	1 SPT	25
Odor Control Pad	1 SPT	20
New Dry Retention Pond and Pond Modification	8 Auger	20

2. Tetra Tech will arrange and pay for an ecological firm to re-evaluate the occurrence or potential use of the site by species listed by the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (USFWS). The evaluation includes a site investigation at the 60% final design submittal to verify the presence of listed species following the relocation work performed by the City as part of the RIB Modification project. A report suitable for submittal with permit applications will be provided to the Owner summarizing the findings, a summary of applicable wildlife regulatory requirements and recommendations applicable to develop the property. Any permitting or relocation services will be performed under a separate authorization.
3. Prepare civil, structural, and electrical calculations to support the final design and permitting efforts.
4. A preliminary list of drawings is presented below:

General

Cover Sheet
Location Map, General Notes, and Drawing Index
Legend and Abbreviations
Process Flow Schematic and Hydraulic Profile

Civil

Existing Conditions
Site Geometry Plan (2 sheets)
Grading and Drainage Plan (2 sheets)

Civil Details (3 Sheets)

Structural

Structural General Notes

Preliminary Treatment Structure – Foundation Plan

Preliminary Treatment Structure -Intermediate Plan

Preliminary Treatment Structure - Upper Level Plan

Preliminary Treatment Structure – Sections (3 Sheets)

Flow Equalization Basin - Plan

Flow Equalization Basin – Sections

Flow Equalization Basin - Details

BNR Process Structure – Foundation Plan

BNR Process Structure - Intermediate Plan

BNR Process Structure - Upper Level Plan

BNR Process Structure – Sections (2 Sheets)

Clarifier Splitter Box – Foundation & Intermediate Plans

Clarifier Splitter Box - Upper Level Plan & Sections

Clarifier Splitter Box – Sections

Clarifiers – Foundation Plan

Clarifiers – Plan

Clarifiers – Sections

Clarifiers – Details & Equipment Pads (2 Sheets)

Chlorine Contact Tank – Foundation Plan

Chlorine Contact Tank - Intermediate Plan

Chlorine Contact Tank - Upper Level Plan

Chlorine Contact Tank – Sections

Sludge Holding Basin – Foundation Plan

Sludge Holding Basin – Plan

Sludge Holding Basin – Sections

Sludge Holding Basin – Details & Equipment Pads (2 Sheets)

Reclaimed Water Pump Station Improvements – Plan

Reclaimed Water Pump Station Improvements – Sections & Details

Electrical Building No. 2 – Floor Plan

Electrical Building No. 2 – Roof Plan

Electrical Building No. 2 – Sections

Electrical Building No. 2 –Details

Miscellaneous Concrete Pads

Stairs and Walkways – Plans and Sections

Standard Structural Details (5 Sheets)

Architectural

Architectural General Notes

Electrical Building No. 2 – Life Safety Plan

Electrical Building No. 2 – Floor Plan

Electrical Building No. 2 – Sections

Electrical Building No. 2 - Elevations

Electrical Building No. 2 – Details

Standard Architectural Details (2 Sheets)

Process/Mechanical

Yard Piping Plan (2 Sheets)

Temporary Piping & Maintenance of Service Provisions (2 Sheets)

Preliminary Treatment Structure – Lower Level Plan

Preliminary Treatment Structure -Intermediate Plan
 Preliminary Treatment Structure - Upper Level Plan
 Preliminary Treatment Structure – Sections (2 Sheets)
 Odor Control System Plan & Section
 Odor Control System Details
 Flow Equalization Basin - Plan
 Flow Equalization Basin - Sections
 Flow Equalization Basin – Details (2 Sheets)
 BNR Process Structure - Intermediate Plan
 BNR Process Structure - Upper Level Plan
 BNR Process Structure – Sections (2 Sheets)
 Clarifier Splitter Box - Upper Level Plan & Sections
 Clarifier Splitter Box – Details
 Clarifiers – Plan
 Clarifiers – Sections
 Clarifiers – Details
 RAS & Scum Pumping – Plan
 RAS & Scum Pumping - Sections (2 Sheets)
 RAS & Scum Pumping - Details
 Chlorine Contact Tank - Intermediate Plan
 Chlorine Contact Tank - Upper Level Plan
 Chlorine Contact Tank – Sections
 Chlorine Contact Tank - Details
 Sludge Holding Basin – Plan
 Sludge Holding Basin – Sections
 Sludge Holding Basin – Details (2 Sheets)
 Mechanical Details (3 Sheets)

Electrical

Electrical Symbols and Notes
 Site Power Plan
 Site Lighting Plan
 Preliminary Treatment Structure – Grounding Plan
 Preliminary Treatment Structure -Lower Level Power & Lighting
 Preliminary Treatment Structure - Upper Level Power & Lighting
 Odor Control System – Grounding Plan
 Odor Control System – Power & Lighting
 BNR Process Structure – Grounding Plan
 BNR Process Structure – Power & Lighting
 Clarifier Splitter Box – Grounding Power & Lighting
 Clarifiers – Grounding Plan
 Clarifiers – Power & Lighting
 RAS & Scum Pumping – Grounding Plan
 RAS & Scum Pumping – Power & Lighting
 Chlorine Contact Tank - Grounding Plan
 Chlorine Contact Tank – Power & Lighting
 Sludge Holding Basin – Grounding Plan
 Sludge Holding Basin – Power & Lighting
 Reclaimed Water Pump Station Improvements – Power & Lighting
 Electrical Building No. 2 – Grounding Plan
 Electrical Building No. 2 – Power & Lighting
 Single Line Diagrams (3 Sheets)

Motor Control Center Layouts & Details (2 Sheets)
Wiring Details (2 Sheets)
Conduit & Cable Schedules (2 Sheets)
Electrical Details (3 Sheets)

Instrumentation & Controls

Symbols & Abbreviations
Data Acquisition System Architecture
Process & Instrumentation Diagrams (10 Sheets)
Control Panel & I/O Layout (5 Sheets)

HVAC

HVAC Legend and Schedules
Electrical Building No. 2 – HVAC Plan
HVAC Details

5. Prepare a project manual that contains technical specifications for competitive bidding by the prequalified general contractors. The project manual and its contents will be formatted in accordance with the Construction Specification Institute (CSI) and prepared using Microsoft WORD®.
6. Prepare updated costs estimates at each level of completion.
7. Attend design review meetings at each level of completion.

Task 3: Bidding Services

1. Review and provide comments on the City's General Contractor prequalification document.
2. Furnish the City with a "master set" of construction documents in electronic format, as well as 22" x 34" full scale drawings and a "master set" of technical specifications for issuance by the City. Electronic formats for the drawings will be the current version of AutoCAD and Acrobat PDF. For the specifications, the formats will be Microsoft WORD® and Acrobat PDF.
3. Prepare and conduct a prebid meeting with the City and prequalified contractors.
4. Respond to questions received by the City for clarifications or technical revisions that become apparent during the bidding process. The City will prepare and issue addenda.

Task 4: Construction Administration Services

1. Conform the construction documents at the end of the bidding phase to reflect any changes to the project design, construction drawings or specifications caused by addenda.
2. Prepare for and conduct one (1) preconstruction meeting. Tetra Tech will be responsible for recording and distributing meeting minutes.
3. Attend periodic progress and specially scheduled meetings throughout progress of work. Progress meetings will be held monthly. It is anticipated that 18 meetings will be needed at an average duration of four (4) hours each, based on an anticipated construction duration of 18 months. The Contractor will be responsible for recording and distributing meeting minutes.
4. Attend eight (8) specialty meetings to discuss I & C coordination, unforeseeable field conflicts, and the start-up plan.

5. Review shop drawings and other submittals to determine conformance with the design concepts of the project and compliance with the requirements provided in the contract documents. Approximately 375 submittals are anticipated for this project.
6. Review and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule and Schedule of Submittals.
7. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations. Approximately 150 RFIs are anticipated for this project.
8. Review requests for change orders and work change directives and prepare subsequent documentation.
9. Review of Applications for Payment. Based on Engineer's observations and review of accompanying supporting documentation determine the amounts that Engineer recommends Contractor be paid in writing on application form.
10. After successful demonstration tests and upon written request by, Tetra Tech and the City will conduct a substantial completion inspection of the Project with preparation and distribution of a punch list of observed deficiencies to be completed by the Contractor prior to the final completion date. The project will be certified substantially complete only if the work is sufficiently complete in accordance with the contract documents, so that the work can be utilized for the purposes for which it is intended. Upon written request by Contractor, the City will conduct a reinspection to confirm that substantial completion punch list items have been addressed.
11. Provide general start-up services to assist the City Staff with trouble shooting, equipment related issues, and process enhancements. Such services will be limited to three (3) days, unless services are required to resolve a design related issue(s).
12. Prepare record drawings for the City's use from information provided by the Contractor delineating dimensions, location, and elevation of all facilities constructed. Provide the City with one (1) CD-ROM electronic file of record drawings in AutoCAD current release, one (1) set of reproducible and three (3) sets of prints of the record drawings.
13. Prepare and submit certifications and required supporting documentation to regulatory agencies having jurisdiction.

Task 5: Permitting

Tetra Tech will prepare and submit the following permit applications and supporting documentation to Florida Department of Environmental Protection (FDEP) and the City's Building Department to obtain permits for construction and operation the proposed facilities. Tetra Tech will also respond to requests for additional information (RAIs) from permitting agencies to clarify the original applications. All permit application fees will be paid by the City.

1. Complete FDEP Forms 62-620.910(1) and 62-620.910(2) for the proposed improvements submit the application and supporting documentation to FDEP. Subsequently, respond to RAIs as needed.
2. Prepare and submit an application to FDEP for a permit modification to the ERP for the WRF site and respond to RAIs as needed. It is anticipated that construction within wetlands and mitigation are not necessary.
3. Attend a pre-application meeting and prepare and submit documents to the City Planning Department to secure a Conditional Use Permit.

4. Prepare documents and provide support to the Contractor to secure the required permits from the City's Building Department.

III. COMPENSATION SUMMARY

The total compensation for the Scope of Services described in Section II is summarized below. Compensation for services listed under Tasks 1 through 5 will be on a lump sum basis. Attachment B presents a detailed breakdown of estimated manhours and associated compensation for the Scope of Services.

Task	Phase	Amount
1	Preliminary Design	\$151,345
2	Final Design	\$676,596
3	Bidding Assistance	\$20,849
4	Construction Administration Assistance	\$295,990
5	Permitting	\$29,687
Total (Lump Sum)		\$1,174,467

IV. SCHEDULE

A detailed project schedule that addresses each activity is presented in below.

Phase	Task Duration (Months)	Task Completion (Months after NTP)
Preliminary Design	3	3
Final Design	6	9
Permitting (Start @ 90% Design Completion)	3	10
Bidding Assistance	2	12
Construction Administration Assistance	18	30

Price Proposal		Labor Plan																														Attachment B		
EWRF Expansion		27 Resource																														Task Pricing Totals		
																																Specify Add'l Fees on Setup		
																																Technology Use Fee		
																																Total Price		
Submitted to: City of Clermont (Attn: Freddy Suarez)																																Pricing by Resource		
Contract Type: Lump Sum																																		
Total Labor Hrs																																Task Pricing Totals		
Project Phases / Tasks																																Labor Subs ODCs		
9,144																																1,129,244 34,169 11,055		
Task 1: Preliminary Design																																151,345		
Kick-Off Meeting																																2,939		
Survey & Utility Locates																																18,725		
Data Review / BioWin Model Development																																9,345		
Size BNR Basins & Equipment																																1,980		
BNR Technical Memorandum																																4,737		
BNR Meeting with City																																2,241		
Size Clarifiers & Select Related Pumping Equipment																																2,373		
Size Chlorine Contact Tank & Chlorination Equipment																																1,187		
Size Effluent Transfer Pumps																																1,187		
Hydraulic Profile																																1,902		
Size Sludge Holding Tank & Select Aeration & Pumping Equipment																																1,057		
Size Select Dewatering Equipment																																1,528		
Consider Class A Biosolids Option for Space Planning																																1,902		
Review RW Demand Data & Select Pumps																																1,528		
Size/locate Stormwater Ponds																																4,346		
Prepare Preliminary Site/Yard Paving Plan																																6,768		
Meet with City / Finalize Site Plan																																6,182		
Perform I & C Evaluation/Identify Improvements																																11,465		
Meeting/Site Visit																																2,866		
Develop Preliminary System Architecture																																1,187		
Preliminary Equipment Selection																																1,187		
Evaluate Delivery Options																																1,187		
Meetings with City																																4,029		
Finalize Architecture, Equipment Selection, & Deliver Method																																1,187		
Prepare Cost Estimates																																11,526		
Prepare Draft Preliminary Design Report																																27,611		
Attend Review Meeting																																3,423		
Finalize Preliminary Design Report																																11,292		
QA/QC & Coordination																																7,561		
Other Direct Costs																																330		
Task 2: Final Design																																676,796		
Geotechnical Investigation																																2,262		
Ecological																																3,850		
Stormwater Conveyance Calculations																																13,836		
Structural Calculations																																1,647		
HVAC Calculations																																5,584		
Finalize Electrical Calculations																																1,750		
General Sheets - Low Complexity (7)																																9,104		
Civil Sheets - Moderate Complexity (2)																																12,856		
Civil Sheets - Low Complexity (6)																																38,199		
Structural Sheets - High Complexity (8)																																26,094		
Structural Sheets - Moderate Complexity (8)																																64,583		
Structural Sheets - Low Complexity (31)																																16,773		
Architectural Sheets - Low Complexity (8)																																21,713		
Mechanical Sheets - High Complexity (4)																																67,737		
Mechanical Sheets - Moderate Complexity (18)																																48,585		
Mechanical Sheets - Low Complexity (19)																																13,094		
Electrical Sheets - High Complexity (7)																																62,300		
Electrical Sheets - Moderate Complexity (14)																																54,785		
Electrical Sheets - Low Complexity (18)																																16,604		
Instrumentation Sheets - Moderate Complexity (3)																																35,148		
Instrumentation Sheets - Low Complexity (14)																																4,889		
HVAC Sheets - Low Complexity (3)																																12,211		
Prepare Specifications																																56,267		
Prepare Cost Estimates																																16,945		
Attend Review Meetings																																16,849		
QA/QC & Coordination																																37,177		
Other Direct Costs																																1,650		
Task 3: Bidding Services																																20,848		
Review Prequalification Document																																2,058		
Attend Prebid Conference																																1,775		
Prepare & Issue Addenda																																16,762		
Other Direct Costs																																275		
Task 4: Construction Administration Assistance																																235,990		
Conform Documents																																10,128		

Price Proposal		Labor Plan																											Attachment B				
EWRF Expansion		27 Resource																											Task Pricing Totals		1,174,467		
																													Specify Add'l Fees on Setup		0		
																													Technology Use Fee				
																													Total Price		1,174,467		
Submitted to: City of Clermont (Attn: Freddy Suarez)																													Pricing by Resource				
Contract Type: Lump Sum																																	

ATTACHMENT B



City of Clermont, Florida Safety Program Policy

(Replaces Safety Policy dated November 24, 1998)

A. Purpose

The City of Clermont (City) is committed to ensuring that employees have safe and healthy conditions in which to work. This obligation is owed to each employee and citizen of Clermont, since there is a direct relationship between the personnel and monetary cost of accidents and the ability to provide reliable cost-effective services.

B. Scope

The provision set forth in this safety policy shall apply equally to all City employees, and for the purpose of this policy volunteers shall be considered employees.

C. Directive

Identification and correction of all safety hazards and issues must have immediate and decisive action. Effective implementation of a comprehensive safety program depends upon the commitment of all City employees to reduce occurrences of preventable accidents and injuries. Through education and the promotion of safe work habits, all employees will understand what is expected. Safety must be an ongoing and essential part of all employees' work day.

D. Guidelines

The City's Safety Program consists of several key elements:

1. **Responsibilities of Management, Supervisors, and Employees** – Safety responsibilities at every level of the City must be clearly defined in writing and relayed through training.
2. **Written Practices and Training Programs** – Specific written safety practices and training programs clearly define safety expectations that are necessary to prevent exposures, fatalities and serious injuries.
3. **Safety Meetings** – Safety meetings are held and provide an opportunity to discuss a variety of safety topics.
4. **Safety Action Team (SAT)** – The Safety Action Team's main function is to facilitate and improve the safety of all City Employees.

5. **Corrective Action/Disciplinary Policy – The Personnel Policy, Employee Disciplinary Procedure defines how safety rules will be fairly and consistently administered when not adhered to.**

The City Manager shall establish procedures to implement this policy.

Approved and adopted by the Clermont City Council by resolution number 2013-29 on October 8, 2013.



Safety Program Procedure

Effective March 15, 2019

(Replaces Safety Program Procedure dated 9/14/17)

A. Purpose

The purpose of this document is to provide an overall written description of the City of Clermont's (City) Safety Program.

B. Scope

The provision set forth in this safety procedure shall apply equally to all City employees, and for the purpose of this procedure volunteers shall be considered employees.

C. Employee Duties and Responsibilities

Employees must participate in, abide by, and be accountable for the City's safety program. There are many ways in which employees can be involved and remain informed.

1. **Safety Action Team (SAT)** – The SAT is comprised of a variety of talents of employees and representation from all the departments. The periodic forum allows for employee input on safety matters including the presentation of concerns and recommendations for improving overall employee safety, review of injuries/accidents, development of preventative corrective measures, and evaluation and promotion of safety training programs.
2. **Correction/reporting of safety hazards** – Employees are empowered to correct unsafe conditions within his/her power and/or report other safety concerns to a supervisor/manager immediately.
3. **Reporting injuries/illnesses and accidents** – The reporting of all injuries/illnesses and accidents to the supervisor, regardless whether medical attention is sought is required. Near miss injuries and accidents should also be reported.
4. **Participation in safety training** – Employees must receive the proper safety training required by his/her job assignment. Supervisors/managers are directly responsible for ensuring that employees receive the required training
5. **Conducting safety meetings** – Supervisors/managers are responsible for conducting safety meetings or "just in time" training topics, topics discussed or presented in SAT meetings, or topics pertinent to the respective work area. Employees are encouraged to volunteer to present safety topics (topics provided by the supervisor/manager) to fellow co-workers.
6. **Conducting safety training for new/current employees** – Supervisors/managers are required to conduct or coordinate the facilitation of safety training for all new and current employees prior to the commencement of their duties. Employees may be asked to conduct specific safety training pertinent to the respective work area by the supervisor/manager.

D. Management/Supervisory Duties and Responsibilities

1. Policy – The City has established a Safety Program Policy, which has been approved by the City Council.
2. Involvement – Management involvement consists of management showing a hands-on involvement in the City's Safety Program. This is accomplished by numerous means including, support of the SAT, conducting/ensuring investigations be conducted into injuries/illnesses and property damage, and discussing safety topics at meetings. Observing management involvement encourages employees to become more personally involved in safety and fosters a caring, trusting relationship between employees and management.
3. Role and Responsibility – Managers/supervisors are directly responsible for the safety of employees and must empower employees to take action on safety issues. Empowerment allows employees to take ownership of safety issues and follow issues through to completion. The role and responsibility of managers/supervisors includes the following:
 - a. Being well versed in the content and application of the City's Safety Policy, Procedure and departmental specific safety requirements and guidelines.
 - b. Monitoring employee workplace safety compliance including the use of personal protective equipment (PPE) and other issued safety equipment.
 - c. Encouraging employees to report unsafe work conditions and practices, and empowering employees to have the authority to identify and correct safety issues when immediately necessary.
 - d. Encouraging employees to be involved in the City's safety program(s). Allotting time for employees to work on safety issues and volunteer as members on the SAT.
 - e. Lead by example while performing as a safety mentor to employees.
 - f. Providing specific safety training to employees, including area specific.
 - g. Attending supervisor safety training courses when offered.
4. Corrective Actions/Discipline – Department Directors will ensure enforcement of safety requirements and respond to non-compliance with progressive or non-progressive corrective action/discipline dependent upon the severity of the infraction and other pertinent factors.

E. Work Area Safety and Maintenance

1. All employees are responsible for the safety of his/her work area. Employees must practice safe work habits, as work-related accidents can be avoided. Employees should report all safety matters (e.g., trip hazards, broken equipment, etc.) to his/her supervisor immediately so that the issues can be corrected.

2. Managers/supervisors continually observe workplace conditions and correct unsafe conditions and work practices.
3. The Public Works Department conducts maintenance and repair of buildings, building systems, facility sites, and vehicles and equipment. Preventative maintenance services are conducted at intervals specified in maintenance procedures, manuals, and as determined by Public Works. Repairs are completed on an "as needed" basis. Facilities are surveyed to determine and schedule predictable maintenance and repairs. Public Works schedules, tracks and records all maintenance and repairs, including re-occurring preventative maintenance items.

F. Injury/Accident Reporting and Supervisor Investigation

All injuries/illnesses and accidents involving City property, vehicles, or equipment must be reported to a supervisor immediately, no later than the same workday. This includes non-employee injuries occurring on City property. Medical assistance should be summoned without delay in all instances, should immediate care be necessary.

The employee and supervisor injury/illness and/or accident form(s) shall be completed. All reported injuries/illnesses and accidents must be investigated by a supervisor as soon as possible, within twenty-four (24) hours of the supervisor being informed of the injury/accident.

Supervisors shall make a thorough report concerning all details involved. The information gained from investigation reports can be utilized to identify and correct unsafe conditions and work practices.

The Department Director should be made aware of all injuries/illnesses and accidents, and he/she should ensure all required paperwork is completed. The Police Department will investigate accidents where damage to private vehicles/property involves City employees, vehicles, and/or equipment.

Employees must not admit or offer a settlement in situations involving non-employees and/or non-City property. Employees will only discuss the circumstances surrounding an incident with a supervisor, manager, department director, and/or investigating law enforcement officer.

All investigation reports are reviewed by the SAT. The SAT discusses the preventability of injuries/illnesses and accidents, whether appropriate action has been taken to prevent future incidences, and makes recommendations of additional action if necessary.

G. Trend Analysis

Part of the process of minimizing injuries/illnesses and accidents involves reviewing causes determined by reports and investigations to identify trends. If a trend is detected, a plan of action will be determined and acted upon. The plan of action may consist of specific training, personal protective equipment, and/or other safety initiatives.

H. Safety Training

Safety training is the responsibility of the City, management, and employees.

1. All employees are required to participate in general safety training delivered to all employees through New Employee Orientation, Area Specific Orientation and departmental specific safety topics.
2. Supervisors, managers, and directors are required to attend the programs above, and supervisors may also be required to attend specialty training programs depending on the requirements for the respective work areas.
3. Managers/supervisors will conduct or coordinate the facilitation of other specialty training programs which may be required of employees depending on the specific work area, e.g., Hazard Communication, Hearing Conservation, Bloodborne Pathogen, Respiratory Protection, Lockout/Tagout, Confined Space Entry, Ladder Safety, Proper Lifting, Respiratory Protection, and Powered Industrial Vehicle Operation.

I. Contractor Safety

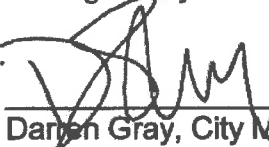
The City's vendor selection process for the purchase of commercial goods and services typically includes documentation that specifies minimum contractor qualifications, contractor selection criteria, Insurance requirements and specific information about the contract work to be performed. Contractors are required to meet the Federal, State, Local and/or any other safety-related requirements stated in this documentation and provide confirming information to the contract administrator, Purchasing Manager, or Human Resources upon request. Contractors are responsible for training employees in all safety program requirements.

J. Record Keeping

Records will be maintained by the responsible department in accordance with the Florida Public Records Law, for example Finance/Purchasing will maintain vendor selection records, Public Works will maintain facility maintenance records, Human Resources will maintain New Employee Orientation and Area Specific Orientation training records, and each department shall maintain employee specific work area training records (e.g. Powered Industrial Vehicle training documents for each employee within the department).

K. Authority

The authority to issue or revise this Procedure is reserved to the City Manager. The City Manager may authorize exceptions to this procedure when deemed appropriate.



Darren Gray, City Manager

3/15/2019

Date

Appendix A

Common Safety Rules/Guidelines

The following safety rules or guidelines are generic in nature and apply to all City employees. Department specific safety rules and/or guidelines may be developed by the departments as necessary.

Lifting Safety

- Most City employees will be required to lift or move materials or equipment as part of his/her assigned work.
- Material storage will be arranged to permit safe handling, heavier materials will be stored at or near floor level. Other materials should not be stored above eye level to reduce the need for a ladder or reaching above the employee's head.
- Employees should only lift an object or material that is well within the employee's physical capability. Employees should solicit the help of another employee or use a material handling device.
- Lifting technique is important in preventing an injury.
 - Position feet close to the object being lifted
 - Center body over the object
 - Bend knees and grasp the object firmly
 - Lift straight up and smoothly, and let legs (not back) do the work
 - Do not twist or turn body once the lift has been made
 - Object should be carried steady and close to the body
 - Sudden twisting or turning could result in a back injury

Electrical Safety

- Employees working with or around electrical equipment must practice safe work habits.
- Malfunctioning electrical appliances and power tools shall be tagged and removed from use until repairs are made. If appliance/tool cannot be repaired, the unit may be replaced.
- Extension cords are intended for temporary use, and shall not substitute permanent wiring.
- Electrical outlets and circuits must not be overloaded. The use of cube taps or multi-plug adapters is not permitted.
- Grounding plugs will be used as intended, and must not be altered by the removal of the grounding prong. Grounding adapters will not be used in place of grounding receptacles.

- Electrical cords that are defective, frayed or otherwise considered unsafe must be replaced. Employees must not consider makeshift repairs with splices and electrical tape as sufficient enough to allow the continued use of a damaged electrical cord.
- Ground Fault Circuit Interrupters will be used for all portable tools. Emergency generators will be installed and grounded per manufacturer's guidelines.
- Most electrical work will be performed by a licensed industrial electrician or appropriately trained employee. Employees involved in performing minor electrical repair work will ensure that the circuit involved is de-energized and that the switch or circuit breaker controlling the circuit is tagged or locked out while the repair is conducted.

Fire Safety and Prevention

- The absolute best defense against any fire is prevention. Employees must be aware of the many potential causes for fire in the workplace and must report any possible problem areas to a supervisor for corrective action.
- Good housekeeping is important in any fire prevention effort. Allowing combustible debris and clutter to accumulate will increase the opportunity for a fire to occur and spread rapidly. Employees must keep their workplace free of debris and other unnecessary combustible storage.
- The storage of flammable and combustible liquids shall be in a manner approved by the Fire Department. Approved safety cans, flammable liquid cabinets and specially designed storage rooms are generally acceptable for the storage of flammable and combustible liquids. Supervisors will ensure that the storage and handling of flammable and combustible liquids within his/her work area complies with fire regulations.
- Smoking by employees or the general public is prohibited in many locations by fire and/or health regulations. Employees shall not smoke in any City buildings, vehicles, or in any areas where "No Smoking" signs are posted. Supervisors will monitor employees for compliance in "No Smoking" areas.
- Fire extinguishers will be provided where needed in City buildings and vehicles. Employees will become familiar with the locations of fire extinguishers in the work area. Training will be provided on the proper use of fire extinguishers by the supervisor or the Fire Department.
- In case of a fire, the employee must immediately dial 911 and report the fire to the Fire Department. After reporting the fire, the employee must ensure that all affected persons are evacuated to a safe area. Doors should be closed where available to isolate the fire area from the remainder of the structure.
- If caught in smoke, individuals should crawl and stay low. Cleaner, cooler air will be nearer to the floor, and heat, smoke and noxious gases will rise toward the ceiling.
- Employees should always keep an unobstructed exit path when attempting to extinguish a fire. It is important to remember that fire extinguishers are only intended to be used on small fires in their beginning stages. In the event of a large fire, or if a

small fire is not able to be extinguished, the area should be evacuated and allow the fire department to handle the situation.

First Aid

First aid kits are available in City buildings and vehicles. Employees should familiarize themselves with the location and content of first aid kits in the work area.

Well stocked First-Aid kit(s) for employee use will be maintained.

- The basic inventory of each first aid kit is reviewed and renewed as needed at periodic SAT meetings. Records of reviews and replenishments shall be maintained by the respective departments.
- These kits will be located so as to allow easy and quick access. First-aid kits and required contents are to be maintained in a serviceable condition.
- All items which must be kept sterile must be individually wrapped and sealed. Items such as scissors, tweezers, tubes of ointments with caps, or rolls of adhesive tape, need not be individually wrapped, sealed, or disposed of after a single use or application.

Employees are not required to perform first aid as part of their job duties. Any employee can voluntarily assist another employee with open wounds, after taking personal protective precautions.

Aids/HIV and Hepatitis B are the primary infectious diseases of concern in blood. All blood should be assumed to be infectious. These diseases can be deadly. In the event of a bleeding injury where first aid is needed, use gloves if possible to prevent exposure to blood or other potentially infectious materials. The injured person can often help by applying pressure to the wound. Gloves are available in the first aid kits. Employees exposed to blood while giving first aid should wash immediately with soap and water and report the incident to a supervisor.

Immediate professional emergency medical assistance shall be summoned by dialing 911 for any employee or citizen suspected to be seriously injured or ill.

Appendix B

Safety Inspections

Workplace Inspections

- Supervisors will monitor workplace safety conditions daily, and ensure that work areas are maintained free of clutter, improper storage and other trip/fall hazards. Flammable and combustible liquids are to be stored in safety containers, in flammable liquid cabinets or as otherwise approved by the Fire Department. Supervisors will monitor employee use of all provided safety equipment to ensure that employees are wearing or using safety equipment as directed.
- A supervisor, or designated employee, from each department will conduct a formal monthly safety inspection of all work areas within his/her department. Each inspection will be documented on a form provided by the department. Upon completion, the safety inspection form will be forwarded to the Manager and Department Director for review. Areas needing corrective action taken will be addressed. Management will ensure that corrective actions have been taken and may make additional recommendations as necessary.

Equipment Inspections

- Departments which utilize fixed/portable power equipment will establish an inspection program for such equipment. The inspection program and frequency of inspections will be based upon manufacturer's recommendations and recognized good work practices.
- Inspection forms will be developed and utilized by each department for conducting equipment safety inspections.
- Employees shall not operate equipment when an inspection deems the equipment to be unsafe for operation. A supervisor will be notified and the unsafe equipment will be tagged and placed out of service pending equipment repair.

Appendix C

Training

Virtually every task performed by an employee requires some level of training. Supervisors shall adequately emphasize safety when instructing an employee on the performance of a certain task.

Job Orientation

- Each department must provide new employees with comprehensive job orientation training that addresses job safety hazards and provides new employees with adequate training to work safely around such hazards.
- Supervisors will explain/demonstrate how a job is to be conducted step-by-step. The supervisor will have the employee demonstrate his/her ability to correctly and safely perform the job while the supervisor evaluates the employee. The supervisor will make corrections as needed.*

Department/Area Specific Safety Training

- Area Specific Safety Orientation must be given to employees entering a work area during the first week of hire or new assignment. The supervisor may designate a qualified instructor from the area to provide this training. The Area Specific Safety Orientation form shall be completed and forwarded to Human Resources. The form will be filed in the employee's personnel file
- Each department/area may require additional specific safety training, and employees will comply with the requirements of the department as if it were part of this procedure.*

Additional Training

- Supervisors will ensure that all employees receive adequate training whenever new processes or equipment are introduced into the workplace.
- Additional comprehensive training may be required when an employee is promoted or reclassified to a different position or when a job description is revised to include additional responsibilities or hazards.*
- Safety training must be ongoing, and supervisors must monitor employees for compliance after training or retraining.

** Documentation of employee training will be completed and kept on file at the department.*

Appendix D

Area/Function Specific Programs

Hazard Communication Standard

- An employee whose job requires that he/she work with regulated materials or work where such materials are handled or stored in accordance with the requirements of OSHA (Occupational Safety and Health Administration) Hazard Communication Standard. Most City employees fall under the requirements of the Standard to some degree.
- An employee must receive the initial training after beginning work and must receive refresher training on an annual basis.*

Bloodborne Pathogens

- The Bloodborne Pathogens Standard applies to any employee who could reasonably be expected to be exposed to blood or body fluids in the course of his/her normal work. This typically applies to emergency service workers such as firefighters and police officers. Wastewater collection and treatment system workers (and lifeguards, when applicable) have been identified as being at a low to moderate risk.
- Employees covered by the Bloodborne Pathogens Standard must receive initial training upon beginning work and must receive refresher training on an annual basis.*
- The City offers a Hepatitis B (HBV) vaccination series at no charge to any employee identified as being at risk under this Standard.

Permit Required Confined Space Entry

- A confined space is "a space that is large enough for an employee to enter, has restricted means of entry or exit and is not designed for continuous employee occupancy." This generally applies to utilities and drainage system workers.
- Initial Confined Space Entry training is required for all affected employees. Refresher training is required on an annual basis.*

** Documentation of employee training will be completed and kept on file at the department.*

Appendix E

Personal Protective Equipment (PPE)

The type and use of PPE will vary by department, and each department will develop guidelines concerning employee use of PPE.

Eye Protection

- Eye protection is provided for all employees performing a task or working in an area where the possibility of an eye injury exists. The employee must wear the provided eye protection.
- Supervisors will instruct employees as to when eye and face protection is necessary. Employees will also receive instructions concerning selecting the proper protective eyewear, wearing it properly, limits of protection and proper care and maintenance of protective eyewear.*
- Protective eyewear included safety glasses, goggles and face shields. Some tasks will require that the employee wears safety glasses/goggles in conjunction with a full-face safety shield. Supervisors will ensure that employees have selected the proper type of eye protection for the task being performed.
- Prescription safety eyewear will be provided to employees who must wear eye protection but have the need for corrective lenses. Department Directors have the necessary information to obtain the proper prescription safety eyewear for an employee. All Safety Eyewear needs to meet ANSI (American National Standards Institute) Standards.

Hearing Protection

- Directors/managers will evaluate work areas and equipment use to determine noise exposure levels and the need for employee hearing protection. Hearing protection is required for employees exposed to a noise level in excess of 85 decibels (dB) averaged over an eight-hour period. Higher noise levels over a shorter time period would require employee hearing protection as well.
- The type of hearing protection provided is usually in the form of earplugs or earmuffs. Supervisors will assist employees in choosing the proper type of hearing protection. Supervisors will instruct employees concerning the use and limitations of the hearing protection provided.*
- Employees will utilize hearing protection at all times when exposed to noise levels in excess of the permissible guidelines.

Respiratory Protection

- Employees who are exposed to respiratory hazards will be provided with proper respiratory protection equipment. Protective equipment may consist of filtration masks, hazard-specific canister masks, supplied air masks, or self-contained breathing apparatus (SCBA).
- Employees wearing respiratory protection other than simple filter masks must be fit tested on an annual basis. Employees who wear self-contained breathing apparatus must undergo and pass an annual medical examination including a pulmonary function test.
- Supervisors will instruct employees in the selection, use and maintenance of respiratory protection equipment. Supervisors will ensure that employees understand the hazards of the various environments requiring the use of respiratory protection equipment and the limitations of the equipment itself.*
- Employees will utilize protective equipment at all times when exposed to respiratory hazards.

Foot Protection

- Employees who are exposed to falling/rolling objects or puncture hazards are required to wear safety footwear or equivalent protection.
- All safety shoes worn by employees shall be classed according to ANSI Z.41.1991-1999 Standard as prescribed by OSHA (Regulation 29, CFR Part 1910-136), or shall be determined by the City to be equally effective.
- Each Department Director shall be responsible for the identification of positions which require safety footwear.
- Purchase of Footwear shall comply with the City's Safety Footwear Purchase Program.

Appendix F

Fleet Safety Program

It is the policy of the City to provide and maintain a safe working environment to protect its employees and citizens from injury and property loss. The City considers the use of motor vehicles as part of the working environment to assist employees in completing their assigned job duties, and is committed to promoting a heightened level of safety awareness and responsible driving behavior in its employees. The City's combined commitment and efforts will be directed toward the implementation and execution of an effective Fleet Safety Program.

The Fleet Safety Program consists of seven components:

- Motor Vehicle Record Checks;
- Safe Driving Practices;
- Training;
- Preventive Maintenance;
- Accident Investigation;
- Personal Use of City Vehicles; and
- Non-City Vehicles Used for City Purposes.

The program includes all motor vehicles, equipment licensed for on the road operation, and large equipment such as mowers, tractors, and backhoes. This procedure applies to all candidates for employment as well as all current employees and volunteers who are operating a vehicle/equipment for City purposes. Nothing herein shall authorize volunteers to operate City vehicles.

A. Motor Vehicle Record Checks

In accordance with the City's Employment Policies Manual, all operators of City vehicles and equipment are required to have a valid State of Florida operator's or commercial license, as applicable, and to keep Supervisors informed of any change of status in their license.

The City's Background Check Procedure outlines the City's initial efforts on applicant selection through a variety of resources, beginning with the job application. Applicant selection is made upon completion of a formal interview, background check, reference verification, review of the individual's motor vehicle record (MVR), a negative drug screen result if applicable, as well as a skills demonstration for certain vehicles.

Once a candidate has been identified for hire and made a conditional offer of employment, Human Resources will conduct a background check including MVR in accordance with the City's Background Check Procedure. MVRs are also periodically reviewed thereafter as determined by the City and at a minimum of at least once per year for all employees who are authorized to drive a City vehicle or their own vehicle while conducting City business. The MVR is reviewed for adverse conditions as defined in the City's Background Check Procedure.

If an employee's annual MVR reveals an adverse condition as defined by the Background Check procedure, the employee will not be allowed to drive a vehicle while conducting City business. If these restrictions create a hardship for the City, the employee will be transferred or demoted to a position which does not require driving and for which the employee is otherwise qualified. If no position is available, the employee will be terminated. In addition, Human Resources will identify employees considered "high risk drivers" based upon established criteria and monitor the employees driving record every six (6) months for a period of two years from the date of the most recent violation.

Employees who operate City vehicles and equipment are required to immediately notify their supervisor of any change in status in their license, convictions involving motor vehicle operation, and/or use of substances that would interfere with safely driving a motor vehicle.

B. Safe Driving Practices

In accordance with the City's Employment Policies Manual, the City attempts to provide each employee with adequate tools, equipment and vehicles for the job being performed and expects each employee to observe courteous and safe operation of vehicles and equipment in compliance with all municipal, county and state vehicular regulations. Employees shall wear a seatbelt at all times and drive with courtesy and respect for other motorists.

Employees are expected to treat City vehicles and equipment with respect and care, and adhere to basic vehicle and equipment operation principles:

- Always wear seatbelt.
- Drive defensively and always anticipate what other drivers on the road might do and plan accordingly.
- Never move through traffic aggressively.
- Adhere to speed limits, traffic signs, and follow all traffic signals.
- Always lock the vehicle/equipment, even if it remains in sight.
- Avoid driving in dangerous conditions, including inclement weather and when drowsy.
- Any employee backing a large truck or other sight-restricted vehicle/equipment in which the vehicle/equipment is not equipped with functioning rearview cameras shall enlist the assistance of another employee in backing the vehicle/equipment. The assisting employee will act as a spotter to aid the driver in safely backing the vehicle/equipment.

- Employees shall not operate a vehicle while wearing a headset, headphone, or other listening device, other than a hearing aid or instrument for the improvement of defective hearing. The only exception to using a headset is when the employee is communicating as described below, and the sound is provided through one ear and allows surrounding sounds to be heard with the other ear.
- Employees are prohibited from using any telephonic or communication device without a blue tooth or other hands-free technology, unless specifically approved by the City Manager or designee while operating any vehicle, apparatus, machinery, or equipment for City purposes. In addition, employees are responsible for ensuring that use of any electronic device does not cause distraction (i.e., texting, fiddling with the device, taking eyes off the road, and participating in conversations that may interfere with the driver's ability to drive safely).
- Whenever possible, the employee should park the vehicle in a safe location to use a telephonic or communication device.

C. Training

Training programs will consist of classroom and/or on-the-road scenarios. All incoming employees are required to receive training on the City's Fleet Safety Program, as well as any applicable department specific training on City vehicles/equipment.

Employees will also be provided with periodic training, such as safety posters, emails, and toolbox talks to reinforce best practices.

Remedial training will be provided to employees who have had at least one infraction or were involved in a preventable incident (as defined by the National Safety Council). Such training will focus on, but will not be limited to, defensive driving techniques and behavior modifications. The City will use ride-along training combined with statistical data focusing on accident types and frequency to identify areas of improvement. Employees who have had at least one preventable accident or moving violation in a calendar year period will be required to participate in a collision avoidance course conducted by the Clermont Police Department.

Refresher training will be provided for all employees at least every other year. Supervisors will receive refresher training on Accident Investigation and Preventability at least every other year or as needed.

D. Preventive Maintenance

In accordance with the City's Employment Policies Manual, employees who are assigned equipment or vehicles by their departments are responsible for them and their proper use and maintenance. Additionally, the City will provide the necessary resources to ensure all vehicles are operating properly.

- Public Works will perform and track all routine fleet maintenance for non-Commercial Motor Vehicles (CMV) every six (6) months or every 3000 miles, whichever comes first. Critical components that must always be controlled, maintained and promptly repaired are: brakes, tires, suspension, steering, lights, mirrors, windows and windshield wipers. Public Works performs and tracks all routine maintenance on CMVs every 600 hours.
- Pre-trip Inspections - Each department will establish and maintain regular pre-trip inspections. The frequency and type of vehicle/equipment inspection may vary, however a basic pre-trip safety inspection should be conducted daily or prior to driving it. For non CMV, areas to be inspected include tires, lighting systems, brakes, windshield wipers, glass/mirrors, seat belts, fire extinguisher(s), backup alarm, warning devices and interior/exterior cleanliness. Minor problems will be corrected during the inspection if feasible. Problems beyond the inspecting employee's ability to correct should be referred to Public Works/Fleet Maintenance as soon as possible.
- Employees shall not operate a City vehicle/equipment when an inspection deems that the vehicle/equipment may be unsafe for operation. A supervisor will be notified and the unsafe vehicle/equipment will be placed out of service until corrective action can be taken.
- Refueling – Vehicles/equipment should be refueled when the meter reads ¼ full and turned off while refueling.
- Employees should never smoke, light matches or use lighters while refueling, nor enter the vehicle/equipment during refueling, as this presents a flash fire hazard.
- Employees should not overfill or top off the vehicle's/equipment's fuel tank.
- Upon return of the vehicle to Public Works/Fleet Maintenance, the vehicle shall be in the same condition as when provided to the employee, reasonable wear and tear excepted.

E. Incident Investigation

All incidents involving a City vehicle, equipment, or personal vehicle being operated for City purposes must be reported **immediately** to law enforcement and the employee's immediate supervisor.

Law enforcement will not be required to be notified for incidents when all of the following criteria are met:

- there is damage on City property, and
- the incident involves ONLY City property, and
- the estimated damage is less than \$500, and
- no personal injury has resulted.

Examples of damage that is less than \$500 include but are not limited to the following:

- Small dent, 3 inches or less in diameter
- Broken tail light
- Broken headlight
- Minor surface scratch
- Damage to one wheel/rim and/or tire
- Damage to one window
- Damage to windshield
- Any combination of more than one of these items is very likely to be above \$500 and law enforcement should be contacted.

Supervisors who are unsure/unclear if damage is over \$500 should report the incident to law enforcement.

Supervisors and employees will be trained in post-incident procedures to secure the details of the incident and document the damage. Providing detailed facts of the incident will help the City's insurance carrier deter fraudulent third-party insurance schemes.

All vehicles/equipment will be supplied with an incident reporting kit to include the Supervisor and Employee Investigation Forms, insurance card, a pen, drug-testing matrix, and a post-incident checklist. A pre-trip inspection should also be included in every vehicle/equipment, if applicable.

Supervisors are responsible for determining whether an employee should receive disciplinary action in accordance with the City's Employment Policies Manual. Supervisors are also responsible for making a determination as to whether or not the incident was preventable based on the National Safety Council's definitions and record this determination in the Supervisor Investigation Form.

Human Resources along with the Safety Action Team will review all incident reporting forms and ensure compliance with the City's Fleet Safety Program.

The City has implemented a separate Drug Free Workplace Procedure that requires pre-employment and periodic random drug and alcohol testing for employees in mandatory testing positions. Additionally, the Drug Free Workplace Procedure has set forth criteria requiring employees be tested for the presence of drugs and alcohol under certain circumstances. Any positive results are grounds for termination.

F. Personal Use of City Vehicles/Equipment

In accordance with the City's Employment Policies Manual, the use of City property, material, supplies, tools, equipment or vehicles for personal or private business use is prohibited, unless approved by employment agreement or by the City Manager and incidental and as a minor deviation to the assigned use of the vehicle. Violations may result in termination and possible prosecution.

Persons who are not City employees are not allowed in City vehicles/equipment as passengers, unless the travel involves City business purposes or is authorized by the City Manager.

G. Non-City Vehicles/Equipment Used for City Purposes

Employees are strongly encouraged to utilize City vehicles/equipment to conduct official City business. Employees who choose to drive non-City vehicles or operate non-City equipment to conduct official City business must obtain Department Director approval to do so, are subject to all the provisions and standards of this program, must maintain state required automobile insurance limits, ensure that their personal auto insurance carrier provides coverage for use of their personal vehicle for business purposes, and maintain their vehicle in a safe operating condition.

** Documentation of employee training will be completed and kept on file at the department in accordance with the State of Florida General Records Schedule.*



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 24, 2021		
Agenda Item Name		
Utility Service Agreement Granville Properties LLC		
Requested Action		
Recommend approval of the utility agreement		
Staff Report		
The property owner is requesting water and sewer services for a new office/warehouse project located on a vacant 2.3 acre parcel located off Granville Avenue, south of SR 50. The property is zoned Heavy Industrial (HM) in Lake County. The property is not adjacent to the City limits. The developer is planning on constructing four single-story warehouse buildings with a total of 29,800 square feet of floor space. The property is within the City's utility service area and the City is able to serve the project. The estimated water consumption is 4,700 gallons per day and sewer flow is 4,020 gallons per day. The site will be required to irrigate landscaping with a private on-site well.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Granville Properties Utility Agreement V3 Final Draft	Granville Properties Utility Agreement V3 Final Draft.docx	
2. Granville Properties UA Application	Granville Properties UA Application.pdf	

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 Granville Properties, LLC, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for an office/warehouse facility 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 to the property. 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 development; 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 upon Owner receiving a Certificate of Occupancy from Lake County; 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. WATER/SEWER/RECLAIMED – 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 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.
- 1.4 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.

- 1.5 The OWNER shall be responsible for the construction of all onsite lines and appurtenances to serve the project, as well as costs associated with the connection to the existing infrastructure off-site. 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 improvements. No Certificate of Occupancy shall be issued until water and sewer improvements have been completed and accepted by the CITY.
- 1.6 The OWNER shall be responsible for all costs of onsite improvements 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.
- 1.7 The existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.8 Irrigation shall be provided by private well for common areas.
- 1.9 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.10 The City may require a looped system to provide reliability and redundancy to the property.
- 1.11 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.
- 1.12 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.13 The Agreement shall be for 4,700 gpd for water based on an annual average and 4,020 gpd for sewer based upon annual average.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64).
- (b) The project shall be developed in substantial accordance with the Site Plan as submitted with the Utility Service Agreement request, dated July 14, 2021 by Germana Engineering.

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

Granville Properties LLC
11905 Egret Bluff
Clermont, FL 34711

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 _____, 2021.

CITY OF CLERMONT

ATTEST:

Tim Murry, Mayor

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

OWNER: Granville Properties, LLC

Signature Title: _____

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, 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

Owner:

Granville Properties, LLC

Description:

LEGAL DESCRIPTION: (PREPARED BY SURVEYOR)

That part of Tracts 24 and 25, LAKE HIGHLAND SUBDIVISION, Section 26, Township 22 South, Range 26 East, as recorded in Plat Book 3, Page 24, Public Records of Lake County, Florida, described as follows:

Commence at the Southwest corner of Tract 25, thence North 00 degrees, 56'04" West along the West line of said Tract 25 and 24 a distance of 660.00 feet to the Point of Beginning. Thence continue North 00 degrees 56'04" West, along said West line 220.0 feet; Thence North 89 degrees 36'36" East 466.30 feet; thence South 00 degrees 53'49" East 220 feet; thence South 89 degrees 36'37" West, 466.15 feet to the Point of Beginning.

Lake County Alternate Key Numbers:

3924628, 3924629, 3924630, 3924631, 3924632, 3924633

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 **24th day of August 2021**, between **Granville Properties 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):

Granville Properties, 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 _____, 2021, 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 _____

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

DIMENSION PLAN

Granville Properties - Master Site Plan:

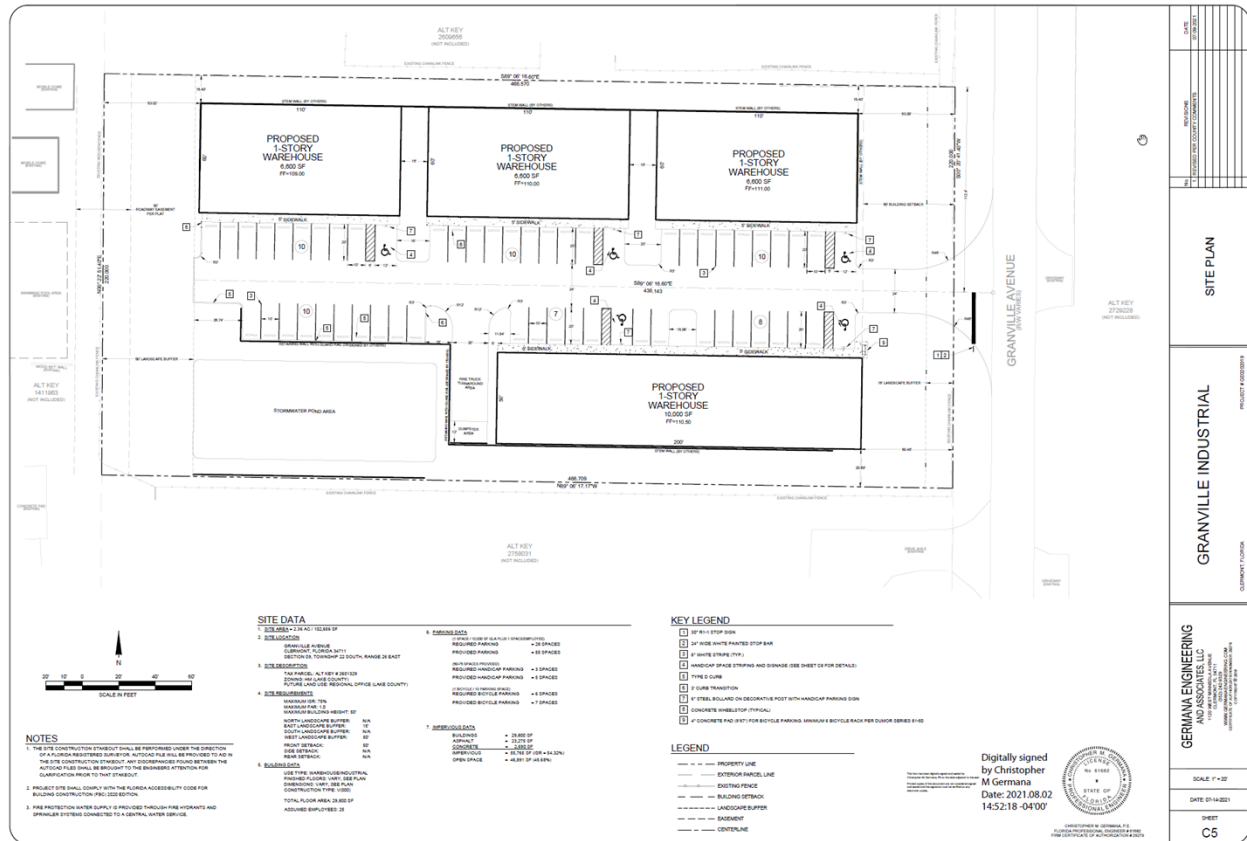


EXHIBIT "D"
LOCATION MAP





CITY OF CLERMONT
**UTILITY SERVICE AGREEMENT
APPLICATION**

For Utilities Outside of Municipal Boundaries & Determination of Capacity

Date Jul 27, 2021

Applicant **Grandville Properties Condominium Association, Inc.**

Contact Person: **Bob Thompson**

Address **11905 Egret Bluff** City **Clermont** State **Florida** Zip **34711**

Telephone **352-689-5785** Fax

Email **robertdavisonthompson@gmail.com**

OWNER INFORMATION

Owner's Name **Bob Thompson**

Owner Address **11905 Egret Bluff** City **Clermont** State **Florida** Zip **34711**

Telephone **352-689-5785** Fax

Email **robertdavisonthompson@gmail.com**

AGREEMENT INFORMATION

Party Responsible for Agreement **Grandville Properties Condominium Association, Inc.**

Address of the Subject Property

General Location of the Property (include Location Map)
Located on Grandville Avenue, south on SR 50

Area of the property: 2.36 acres

Zoning: **HM**

County Future Land Use: **Regional Office**

Attach development orders, ordinances and staff reports by Lake County and the Florida Dept. of Economic Opportunity (DEO).

Estimated Water Consumption (excluding irrigation): 4,700 gallons per day

Estimated Sewer Consumption: 4,020 gallons per day

Estimated Re-Use (Gray Water) Water Consumption: N/A gallons per day

Attach a detailed description of project.

Notes:

Handwritten signature/initials



CITY OF CLERMONT UTILITY SERVICE AGREEMENT APPLICATION

Items required for submittal include one (1) copy of the following items:

- ☒ Signed original application and materials requiring for processing
- ☒ Letter of capacity and utility line location from the City of Clermont Environmental Services Dept.
Phone: (352) 241-0178
- ☒ Proposed Site Plan (if applicable)
- ☒ Lake County Property Appraiser – Record Card
- ☒ Location Map
- ☒ Any applications currently on file with Lake County
- ☒ Any Lake County staff reports
- ☒ DEO or ECFRPC correspondence
- ☒ Any information needed for determination of utility services requested

Bob Thompson

Applicant Name (print)

x

Applicant Name (signature)

Bob Thompson

Owner Name (print)

x

Owner Name (signature)

Prior to submitting an application, a meeting with the City of Clermont is required

To schedule a meeting please contact:

Development Services Department

Phone: 352-394-4083

A review by the *Site Review Committee* may be required, which would require 6 sets of site plans for review by staff. Upon the receipt of all necessary information and review by staff the request will be scheduled for the next available City Council regular meeting.

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

03/09/2020



Location Map

Not To Scale

Industrial Building
Granville Avenue
Clermont, Florida 34711

Section 09 Township 22S Range 26E



www.GermanaEngineering.com
COA # 29279

From: Lake County Government <noreply@lakecountyfl.gov>
Sent: Thursday, June 10, 2021 9:44 AM
To: cgermana@germanaengineering.com
Subject: Commercial Site Plan Application Submission

Thank you for your submission. Your application has been successfully received. To access this application please go to https://www.lakecountyfl.gov/offices/planning_and_zoning/commercial_permits/access_application.aspx?appNumber=4497

Application Information

Project Number: 2021060013
Application Number: 4497
Application Type: SITE PLAN
Application Status: PENDING
Meeting Type:
Green Building: No
Affordable Housing Project: No
Proposed Use: Industrial
New or Existing Site Plan: New Site Plan
Description of Proposed Development: Proposed Office/Warehouse Park containing 5 building, parking, utilities and stormwater management
Applicant IP: 10.60.10.254
Comments:

Owner and Applicant Information

Owner Name: GRANVILLE PROPERTIES LLC
Owner Address: 11905 EGRET BLF CLERMONT, FL 34711
Owner Phone:
Job Address: ,
Job Address Key: 78311
Alternate Key: N/A
Applicant Name: Germana Engineering and Associates
Applicant E-mail: cgermana@germanaengineering.com
Applicant Phone: 352-242-9329, EXT 101
Applicant Fax:

Developer and Engineer

Developer Name: Grandville Properties
Developer Address: 11905 Egret Bluff
Developer City: Clermont
Developer State: FL
Developer Zip: 34711
Developer Phone: 352-708-6599
Developer Fax:

Developer Email: robertdavisonthompson@gmail.com
Engineering Firm Name: Germana Engineering and Associates
Engineering Firm Address: 1120 W. Minneola Avenue
Engineering Firm City: Clermont
Engineering Firm State: FL
Engineering Firm Zip: 34711
Engineering Firm Phone: 352-242-9329, EXT 101
Engineering Firm Fax:
Engineering Firm Email: cgermana@germanaengineering.com

Site Information

Direction of Site: Located in Clermont area. East on SR 50, then south on Grandville Avenue. The site is located on the west side of Grandville Avenue.
Application or variance previously submitted: No
Water Supplier: CENTRAL WATER
Sewer Supplier: SEPTIC TANK
Existing septic tanks or wells: No
Adding a well: Yes - Irrigation Well
Construction type of building: III B
Occupant load of structures: TBD
Hazardous Materials: Yes - Site is an industrial warehouse/office park and at this time the type of hazardous materials contained in the buildings are unknown. Outside storage of hazardous material is not proposed with this project.
Existing structures:
Removing trees: Yes
Trees to remove: 141
Tree type and caliper inches: Oaks See Tree Removal Plan
Tree removal justification: Development of the site
New driveway or modification: Yes
Road name: Grandville Avenue
County-road number:

Proposed Development

Proposed gross acreage: 2.36
Proposed net acreage: 2.36
Proposed acreage in park/recreation: 0
Proposed acreage in easements/right-of-way: 0
Proposed acreage within 100-year flood plain: 0
Proposed acreage in wetlands: 0
Proposed construction acreage: 2.36
Proposed structures: 5
Square footage of all structures on the site: 29800
Proposed dwelling units: No
Proposed density of the site:

For questions, please call Planning at (352) 343-9641.

This is an automated e-mail, please do not reply because its address is not monitored.

PROPERTY RECORD CARD

NEW PARCEL FOR 2022 TAX ROLL

General Information

Name:	GRANVILLE PROPERTIES CONDOMINIUM ASSN INC	Alternate Key:	3924633
Mailing Address:	11905 EGRET BLF CLERMONT, FL 34711 Update Mailing Address	Parcel Number: ⓘ	26-22-26-1000-OCA-00000
		Millage Group and City:	0003 (UNINCORPORATED)
		2020 Total Certified Millage Rate:	
		Trash/Recycling /Water/Info:	My Public Services Map ⓘ
Property Location:	GRANVILLE AVE CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	GRANVILLE PROPERTIES CONDOMINIUM (ORB 5636 PG 1395-1461) COMMON AREAS		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	COMMERCIAL COMMON ELEMENTS/AREA (1004)	0	0		1	LT	\$0.00	\$1,000.00

[Click here for Zoning Info](#) ⓘ

[FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

There is no sales history information to display.

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2021 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification).

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

There is no tax information for the current tax roll year.

There is no tax information to display.

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 24, 2021		
Agenda Item Name		
Resolution No. 2021-044R		
Requested Action		
Request Approval of Resolution No. 2021-044R to amend the Fiscal Year 2021 Budget.		
Staff Report		
Resolution No 2021-44R is proposed to amend the Fiscal Year 2021 Budget. The resolution formally amends the annual budget for council actions and other items since October 1, 2020 that have not been incorporated into a previous budget amendment.		
Additional Analysis		
Fiscal Impact Summary		
The total decrease to fund balance for all funds is \$807,181.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution 2021-044R Budget Amendment #5 08-24	Resolution 2021-044R Budget Amendment #5 08-24
21		21.pdf

CITY OF CLERMONT
RESOLUTION NO. 2021-044R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR 2020-2021

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2020 to September 30, 2021:

GENERAL FUND

- | | | |
|---|----|--------|
| 1. Increase Capital Outlay – Fitness Equipment (10522-66401-22014) | \$ | 35,000 |
| Increase Capital Outlay – Air Fill Station Equipment (10522-66401-22014) | \$ | 53,000 |
| Increase Federal Grant – Assistance to Firefighters (10331-33120-22014) | \$ | 80,000 |
| To amend the Fire Department budget for fitness and air fill station equipment and related FEMA Assistance to Firefighter grant revenues approved by the City Council on August 10, 2021. | | |
| 2. Increase R&M Copiers (10565-54640) | \$ | 1,500 |
| To amend the Procurement Services Budget for the annual cost of copier repairs and maintenance. | | |
| 3. Decrease Fund Balance (10599-59900) | \$ | 9,500 |
| Total General Fund adjustments. | | |

POLICE IMPACT FEE FUND

- | | | |
|---|----|---------|
| 1. Increase Capital Outlay – Vehicle (15521-66400) | \$ | 55,000 |
| Increase Capital Outlay – Equipment (15521-66401) | \$ | 78,500 |
| To amend the Police Impact Fee budget for the purchase of a police vehicle, boat and trailer approved by the City Council on June 22, 2021. | | |
| 2. Decrease Fund Balance: Ending Reserves (15599-59900) | \$ | 133,500 |
| Total Police Impact Fee Fund adjustments. | | |

WATER FUND

- | | | |
|---|----|--------|
| 1. Increase R&M Buildings (41533-54600) | \$ | 27,000 |
| Increase Cap Outlay – Improvements to Buildings (41533-66300) | \$ | 43,000 |
| To amend the Water Fund budget for well building upgrades for 7 well locations to include: lighting to LED, sealing soffits and remedy rodent | | |

CITY OF CLERMONT
RESOLUTION NO. 2021-044R

intrusions, repainting, roofing and fencing replacements not budgeted for in the current year.

- | | | |
|---|----|---------|
| 2. Increase R&M Meter Replacements (41533-54632) | \$ | 139,000 |
| To amend the Water Fund budget for the purchase of additional meters from Sunstate Meter & Supply (Single Source Term Contract Award approved by the City Council on March 10, 2020) from additional costs due to replace existing aged meters, high consumption and underlying issues. | | |
| 3. Increase R&M New Meters (41533-54633) | \$ | 321,000 |
| To amend the Water Fund budget for the purchase of additional meters from Sunstate Meter & Supply (Single Source Term Contract Award approved by the City Council on March 10, 2020) from additional costs due to residential customer growth, replenishing warehouse stock and installations through September 30, 2021. | | |
| 4. Increase Capital Outlay (41533-66900-38123) | \$ | 20,101 |
| To amend the Water Fund budget for the carryforward of unexpended FY 2020 funds budgeted for the design of water improvements related to the CDBG Disston to School Project in process as of 9/30/2020. | | |
| 5. Decrease Fund Balance (41599-59900) | \$ | 550,101 |
| Total Water Fund adjustments. | | |

SEWER FUND

- | | | |
|---|----|---------|
| 1. Increase R&M Lift Station Equipment (42535-54619) | \$ | 37,635 |
| To amend the Sewer Fund budget for additional funds related to generator maintenance and repairs completed by L.J. Power, Inc. totaling approximately \$28,000. Also funding generator fuel tank cleaning services from Tank Wizards, Inc. totaling \$9,635 whose services are to be completed by 9/30/2021. | | |
| 2. Increase Capital Outlay – Other Improvements (42535-66300) | \$ | 72,350 |
| To amend the Sewer Fund budget for additional funds related to sewer valve replacements for reuse irrigation by Danus Utilities, Inc. totaling \$13,975. Also fund a clarifier drain valve from L-7 Construction, Inc. totaling \$20,800 and well augmentation services from Florida Hydronics, Inc. totaling \$37,575 whose services are to be completed by 9/30/2021. | | |
| 3. Decrease Fund Balance (42599-59900) | \$ | 109,985 |
| Total Sewer Fund adjustments. | | |

CITY OF CLERMONT
RESOLUTION NO. 2021-044R

STORMWATER FUND

- | | | |
|---|----|-------|
| 1. Increase Capital Outlay (45538-66900-38123) | \$ | 4,095 |
| To amend the Stormwater Fund budget for the carryforward of unexpended FY 2020 funds budgeted for the design of stormwater improvements related to the CDBG Disston to School Project in process as of 9/30/2020. | | |
| | | |
| 2. Decrease Fund Balance (45599-59900) | \$ | 4,095 |
| Total Stormwater Fund adjustments. | | |

Net Decrease to Fund Balance – All Funds	\$	807,181
---	-----------	----------------

CITY OF CLERMONT
RESOLUTION NO. 2021-044R

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2020-2021 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of August, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, August 24, 2021	
Agenda Item Name	
Resolution No. 2021-049R <i>Authorizing Acceptance of the ARPA Funds</i>	
Requested Action	
Recommend acceptance of the American Rescue Plan Act (ARPA) - Coronavirus Local Fiscal Recovery Fund Agreement with the State of Florida in the amount of \$19,359,997.	
Staff Report	
The City has received the American Rescue Plan Act (ARPA) - Coronavirus Local Fiscal Recovery Fund Agreement from the State of Florida for non-entitlement units (NEU's). The total calculated distribution for the City of Clermont portion of ARPA funds is \$19,359,997. This amount will be distributed in two installments, initial distribution will be 50% (approximately 30 days after the agreement is fully executed) and the remaining 50% will be 12 months after the initial distribution. The use of these funds must fall under the guidance of the program. The excerpt below is from the agreement that is being approved. The guidance for the use of the funds is from the Treasury Department that the City must comply with regarding the use of these funds. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024 such as: i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work; iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or iv. to make necessary investments in water, sewer, or broadband infrastructure. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to: 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements; 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19; 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;	

4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;
5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID19 public health emergency

ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work. Examples of essential workers include, but are not limited to:

1. Staff at nursing homes, hospitals, and home care settings;
2. Workers at farms, food production facilities, grocery stores, and restaurants;
3. Janitors, truck drivers, transit staff, and warehouse workers
4. Public health and safety staff;
5. Childcare workers, educators, and other school staff; and
6. Social service and human services staff

iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.

iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.

This grant covers multiple years, and the City's spending plans for these funds have not been finalized. As items are added to the spending plan, they will be shared with the Council as part of the budget or budget amendments. This agreement's term ends on December 31, 2024.

Additional Analysis

Fiscal Impact Summary

The use of these funds will be incorporated into the annual budget or as budget amendments over the duration of the agreement.

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2021-49R - Authorizing Acceptance of the ARPA Funds (08.18.2021 V2) - R&F BL	2021-49R - Authorizing Acceptance of the ARPA Funds (08.18.2021 V2) - R&F BL.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2021-049R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING THE ACCEPTANCE OF AMERICAN RESCUE PLAN FUNDS FROM THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE CLERMONT CITY MANAGER TO FACILITATE AND EXECUTE AGREEMENTS REQUIRED AS PART OF THE ACCEPTANCE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FROM STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1:

The City Council does hereby approve and accept from the State of Florida Division of Emergency Management the distributed allocation of funds from the federal American Rescue Plan Act (ARPA) in the amount of \$19,359,997.

SECTION 2: AUTHORIZATION

The City Manager is authorized to facilitate and execute all agreements required as part of the acceptance of said funds from the State of Florida including the agreement contained in Exhibit A. This authorization is limited to the acquisition of ARPA funds only; any expenditure of received funds will require review and assent of the City Council.

SECTION 3: EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2021-049R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 24th day of August, 2021.

CITY OF CLERMONT

Tim Murry
Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
RESOLUTION NO. 2021-049R

Agreement Number: Y5055
Unique Identifier Code: FL0056

EXHIBIT A

**AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Clermont, City of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,¹ and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) **TERM.** This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) **FUNDING.** The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$19,359,997.00**.
- (4) **USE OF FISCAL RECOVERY FUNDS**
 - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

¹ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.² Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024³, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
 - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 - 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁴
 - 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁵
 - 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁶
 - 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 - 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁸
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."⁹ Examples of essential workers include, but are not limited to:
 - 1. Staff at nursing homes, hospitals, and home care settings;
 - 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 - 3. Janitors, truck drivers, transit staff, and warehouse workers
 - 4. Public health and safety staff;
 - 5. Childcare workers, educators, and other school staff; and

² "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

³ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

⁴ See Federal Register, pg. 26790.

⁵ *Id.*

⁶ *Id.* at 26791

⁷ *Id.* at 26791-26797

⁸ *Id.*

⁹ *Id.* at 26797

- 6. Social service and human services staff.¹⁰
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹¹
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹²
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.
 - i. The following 2 CFR policy requirements apply to this assistance listing¹³:
 - Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
 - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

¹⁰ *Id.*

¹¹ *Id.* at 26799

¹² *Id.* at 26802

¹³ As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative:

Title:

Address:

Telephone:

Email:

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - Authorized representative name, title, and email;
 - Contact person name, title, phone, and email;
 - Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

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

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will 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 this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

- or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
 - c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
 - f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
 - g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
 - i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
 - l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
 - m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
 - o. All expenditures of state or federal 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.
 - p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
 - iv. 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 Section 1352, Title 31, U.S. Code. 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.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Clermont, City of

By:

Name and title:

Date:

FEIN : 596000290

DUNS : 937993855

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Kevin Guthrie, Director**

Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: \$19,359,997.00

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, _____, am the Authorized Agent of Clermont, City of (“Recipient”) and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida (“State”) for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient’s Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient’s proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
 - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By:

Signature:

Title:

Date:

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, _____, certifies, to the best of his or her knowledge that:

1. 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 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any 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 undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

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. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). 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.

The Recipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:

Signature:

Title: _

Date: _

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Clermont, City of

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Clermont, City of

Address:

DUNS Number: 937993855

Taxpayer Identification Number: 596000290

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Clermont, City of

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 27, 2021

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, July 27, 2021 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30 pm with the following Council Members present: Council Members Pines, Entsuah, and Purvis.

Absent: Council Member Bates

Other City officials present were Interim City Manager Dauderis, City Attorney Mantzaris, and Deputy City Clerk Lueth

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was provided by Pastor Ron Hoffecker of Clermont Seventh Day Adventist Church followed by the Pledge of Allegiance.

OPENING COMMENTS

Interim City Manager Dauderis announced changes to the agenda and the Council took the following actions:

ITEM No. 8 – Ordinance No. 2021-017 – *FINAL – Headquarter Honda Garage Annexation*

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 SEVERABILITY; ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR; RECORDING; PUBLICATION AND AN EFFECTIVE DATE.

MOTION TO TABLE consideration of Ordinance No. 2021-017 until the meeting to be held August 10, 2021 made by Council Member Purvis. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

ITEM No. 9 – Ordinance No. 2021-018 – *FINAL – Headquarter Honda Garage CPA*

AN ORDINANCE 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 FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

MOTION TO TABLE consideration of Ordinance No. 2021-018 until the meeting to be held August 10, 2021 made by Council Member Purvis. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 27, 2021

ITEM No. 10 – Ordinance No. 2021-019 – *FINAL – Headquarter Honda Garage Zoning*

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, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

MOTION TO TABLE consideration of Ordinance No. 2021-019 until the meeting to be held August 10, 2021 made by Council Member Purvis. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

ITEM No. 11 – Resolution No. 2021-037R – *Headquarter Honda Garage CUP*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A VEHICLE STORAGE AND INVENTORY GARAGE STRUCTURE IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

MOTION TO TABLE consideration of Resolution No. 2021-037R until the meeting to be held August 10, 2021 made by Council Member Purvis. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

PRESENTATIONS

Police Department

Police Chief Broadway presented the 2020 Supervisor of the Year Award to Sergeant Chris Martin. A brief history was provided of Sergeant Martin's career. Chief Broadway lauded the work of Sergeant Martin and provided examples of his leadership within the department. He was fallen Officer Buckley's supervisor and provided exemplary service to Officer Buckley's family.

Chief Broadway, at the request of Mayor Murry, gave an update on Officer Kevin Garrett who was recently injured by a drunk driver. He is currently in recovery and looking forward to coming back.

Boys & Girls Club of South Lake County

Cheryl O'Rourke, Service Director for the South Lake Boys & Girls Club, made a presentation to the Council. She informed them that she was transferred from North Lake County last fall. She has enjoyed learning about the Clermont and South Lake County community. She provided data and statistics on those that the organization serves. She also described the services that the organization provides and how it helps not only the children, but the parents and families of the community.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 27, 2021

In 2021, they focused on two major programs: Youth for Unity, which addressed racism, sexism, and other isms; and, the Performing Arts Program which allowed youth to participate in Broadway type musicals and performances.

Ms. O'Rourke stated that she is asking for volunteers to help mentor children. She provided contact information and encouraged anyone with the time to help this children grow.

Council Member Purvis gave credit to Mayor Murry for his steadfast leadership on the Boys and Girls Club and the advocating he has done in the past for the growth of the club.

Mayor Murry thanked Council Member Purvis and gave a brief history of his involvement with the organization and why he has exerted so much effort to open the doors and grow the organization. He encouraged anyone with the time to volunteer.

PUBLIC COMMENTS

Joy Black, 445 W Minneola Ave – Expressed concerns about the traffic on Minneola Ave. She lost her dog to a driver on her street driving too fast. She would like to see the traffic slowed down before something would happen to a child.

Council Member Purvis requested that staff look into this and demanded that staff return at the next meeting with a full report on the road.

Dani Page, Tuscany Ridge – Expressed concerns regarding building and planning. Asked for a third party investigation into the Building and Planning department. Expressed concerns about developer Jayson Stringfellow.

Paula Hosington, 564 E. DeSoto Street – Expressed concern about speed on E. DeSoto Street. Asked the Council to look at speeds in all neighborhoods.

Council Member Purvis stated that he was unaware that the issue was ongoing. He requested that staff look into this. Mayor Murry directed that he wants the study to run longer than two weeks. He feels that traffic is a problem all over Clermont, and agrees that this needs to be addressed. Mayor Murry agreed that he wants a report at the next meeting.

Vincent Niemiec, 4569 Barrister Drive, Clermont – Speaking on his own behalf. Expressed concerns that senior staff of the City is trying to deceive the City Council. Wants an independent audit of the Art Walk.

Charlene Forth, 939 W. DeSoto Street, Clermont – Expressed concerns about corruption in the City.

Barb Everdeen, Woodward Hill Court, Clermont – Thanked the Council for their participation at the recent Sommer Sports Triathlon that was for the youth.

Seeing no further comments, the floor was closed.

REPORTS

INTERIM CITY MANAGER REPORT

Interim City Manager Dauderis –

- Aug 3 – 4pm to 6pm Joint Workshop
- Aug 17 – Council Workshop South Lake Alliance
- Aug 18 – Special Meeting City Manager Recruitment

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 27, 2021

- September 9 and 10 – Two Day Interview Process
- Provided an update on the generator and the roof of the Fire Department. Fire Chief Ezell was asked to give the update.

Chief Ezell said that the dumpster for the roof demolition is coming next week and they will begin construction next week. With regards to the generator, a Request for Proposal has been posted for vendors to submit their pricing. Chief Ezell informed the Council that Procurement Services stated that this purchase does not meet the requirements for an emergency purchase. He also informed them that a trailer generator can be supplied by Public Services, if needed. There is an opportunity for this purchase to be offset in part by federal funds.

Council Member Purvis stated that he has concerns because the Council determined this was an emergency purchase and wants to know why Procurement Services has the authority to override the will of the Council. He says that the City has reserves for a purpose and anything the Council designates as an emergency should be open to use reserve funding.

Mayor Murry reminded the Council that there are procurement rules both adopted by the City and mandated by the state. Chief Ezell stated that he is comfortable with the situation as it is moving forward.

- Provided an update on the Clermont City Center. Public Services Director Stoney Brunson was asked to give the update.

Director Brunson informed the Council that facility staff had noticed separation around some ceiling tiles. He invited Jeff Powell as a city consultant to provide further explanation.

Jeff Powell, Powell City Architecture – Mr. Powell stated that they responded to a request for service for separation of ceiling tiles in the northeast corner of the building. Upon a visual inspection of the building, they did not see any exterior, but did notice movement on the interior. They did a structural and geotechnical analysis. The Geotech did subsurface radar testing. There is nothing right now that indicates a catastrophic failure. The building is believed to be dealing with soil issues, not structural issues. They are working on it daily, but do not have any answers.

Mayor Murry asked if the building needs to stay closed. Mr. Powell stated that the situation is fluid and he recommends closure until they receive the results of their studies; walls are not supposed to move.

Mr. Powell explained a picture displayed by Director Brunson as the separation along a window frame.

Council Member Purvis asked about insurance coverage. Director Brunson said they have been in contact with insurance and they have been onsite. Council Member Purvis stated he would like to see the part of the building roped off.

Council Member Purvis asked about reservations and if they could be accommodated. Parks and Recreation Director Scott Davidoff informed the Council that they would be accommodating as many as they could, but they are hoping this is a quick fix.

- Lake County Water Authority to fund two marine unit patrol officers to include salary and benefits.
- Interim City Manager Dauderis informed the Council that her last day will be September 3, 2021.

Regarding Interim City Manager Dauderis, Council Member Purvis stated that he believes they need to choose someone that is able to sit down with the Interim City Manager Monday morning and start working.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 27, 2021

Mayor Murry thanked Ms. Dauderis for her contributions and time spent as interim city manager and wanted to make sure she gets all the benefits she is entitled to. He recommended Scott Davidoff as Interim City Manager.

Council Member Pines agreed with the Scott Davidoff recommendation and thanked Ms. Dauderis for her contributions.

Council Member Entsuaht thanked Ms. Dauderis for her contributions. He agreed that he does not want to have a void. He stated that he would like to see someone aid Mr. Davidoff in the City Manager's office and act as a team. Council Member Entsuaht asked who would be overseeing the Parks & Recreation Department. Mayor Murry stated that that Maritza Rivera could fill in for Parks & Recreation, and told Council Member Entsuaht that once he is Interim City Manager, Director Davidoff can make a recommendation for who he would like to assist him.

Council Member Purvis stated that he called James Kinzler regarding the open interim position, but Mr. Kinzler stated he did not want to step into the position. He did say that he would be available to guide and counsel the Interim City Manager as needed. Council Member Purvis also stated that Mr. Kinzler explained that the directors meet every week to discuss issues and make decisions as a committee. After this explanation, he is comfortable approving this solution.

Council Member Pines informed the Council that Director Davidoff has been an Assistant City Manager in the past and this is nothing new to him.

Parks and Recreation Director Davidoff informed the Council that he would humbly accept the appointment to the interim position whenever the City Council wishes to make the decision.

Council Member Purvis asked City Attorney Mantzaris if they needed to make a motion to appoint Director Davidoff to the position. City Attorney Mantzaris stated that they would at some point, but do not need to do so now as they still have an Interim City Manager; the Council cannot have two city managers at one time. The Council asked if they could appoint him as Assistant City Manager. He explained to the Council that it is not within their role or authority to hire or appoint any positions other than the City Manager and the City Attorney.

Council Member Purvis informed the Council he would like to extend certain benefits to Interim City Manager Dauderis. City Attorney Mantzaris informed the Council that they did not provide the Interim City Manager with a contract that outlines. He continued that in previous years, City Managers have received certain benefits upon their voluntary departure. He explained that the city has a special retirement plan for City Manager that does not have a vestment requirement. He also stated that prior City Managers received payouts for sick time without any penalty.

Council Member Entsuaht left the chambers at 7:55pm.

Council Member Purvis disclosed that he did not met with Ms. Dauderis regarding this issue. He just wants for her to get what she has coming.

Council Member Pines and Mayor Murry agreed.

Council Member Entsuaht returned to the chambers at 7:57pm.

Council Member Pines stated that it is important that she receives these benefits. She also stated that a contract needs to be developed and provided to Director Davidoff so that he receives the appropriate benefits at the conclusion of his tenure as Interim City Manager.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 27, 2021

MOTION TO DIRECT STAFF to facilitate a separation plan that affords Susan Dauderis the benefits due to a normal City Manager which includes a vestment in the retirement plan and a full payout of sick time without the penalty made by Council Member Purvis. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

Interim City Manager Dauderis thanked the Council for their action.

CITY ATTORNEY REPORT

City Attorney Mantzaris –

- Asked the City Council to meet in closed session on August 10th regarding the VP Development and Art District settlement.

Council Member Purvis asked if they were going to discuss the settlement agreements. City Attorney Mantzaris said that two proposals were received and needed to be discussed.

Mayor Murry asked if it could be placed at the end of the agenda so that the public did not have to wait around. City Attorney Mantzaris stated that it is up to the will of the Council where they want it placed on the agenda.

Council Member Purvis asked about depositions that had been scheduled prior to August 10 and if the schedule can be amended due to the Council's considerations for settlement. City Attorney Mantzaris said they will reach out to opposing council, but the City cannot force their schedule.

CITY COUNCIL REPORT

Council Member Purvis –

- Cautioned people to avoid large crowds due to the resurgence of Covid-19. He wants the public to know that while he appreciates invites, he may not attend.
- Asked that the council make a moratorium on all permitting in the Art District.

Regarding the moratorium, Council Member Purvis stated that he made a request at the last meeting that all permits be held until the City had a handle on the situation regarding the Art Walk. He was asking for a clarification if that had been imposed. Interim City Manager Dauderis stated that an administrative moratorium was not imposed. Council Member Purvis conceded that last time it was only a request, but now he wants to make it official.

Mayor Murry stated that he believes the Council did make a recommendation in support of Council Member Purvis's moratorium at the last meeting. He asked City Attorney Mantzaris if a vote is required.

City Attorney Mantzaris stated that staff serves at the pleasure of the City Council, so if that is how the City Council wishes to move forward staff would develop a method to implement their decision. He added that formal action would be required for them to implement what they are suggesting.

The Council had discussion among the members and disagreed that a motion is required for staff to stop taking permit applications. City Attorney Mantzaris interjected and informed the Council that if they wished to prohibit an action that is authorized within the established City Code, formal action is required. Under the current code, the applicant is entitled to an application and review by the building official, and the City is obligated to issue the permit if the applicant meets the requirements of the Code. Formal action of the City Council is required authorizing the building official to not issue permits regardless of whether they meet the code requirements or not.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 27, 2021

Council Member Entsuah continued his disagreement that a formal motion is required. He stated that all permits come to the Council and the Council can simply deny any applications from the Art Walk.

Council Member Purvis made a point of clarification that most permits do not come to the City Council for approval and are handled at a staff level.

City Attorney Mantzaris clarified for the Council that concerns about roof loads and other building code requirements are the responsibility of the City Building Official and are not within the purview of the City Council.

Planning and Development Services Director Curt Henschel informed the Council that they need to be aware that there are other entities involved in the Art Walk project.

Council Member Entsuah, referencing an email received by the Council, asked the City Attorney to describe an Ombudsman. City Attorney Mantzaris stated he had seen the email and is at a loss as to what was being referred to by the writer as the term is historically used by cities in the northern United States when referencing an office that oversees complaints against the unit of government.

Council Member Entsuah stated that he understood it as a third party investigator. City Attorney Mantzaris stated that a third party investigator in Florida is a different type of investigation which the City Council is authorized to do.

Mayor Murry stated that he understood it as the Council creating a new position to act as the complaint department and have an independent investigator on staff.

Council Member Purvis stated that he does not support the request.

City Attorney Mantzaris reminded the Council that under the Council-Manager form of government and the City's Charter restrictions, the City Council does not participate in the hiring or firing or day-to-day operations of the City except for the hiring of the City Manager and City Attorney.

Mayor Murry agreed that it should be the City Manager's responsibility to create a complaint department with an independent investigator, but he supports the concept.

Mayor Murry brought attention back to the motion before the Council.

Council Member Pines clarified that the Art Walk is the pavers, everything else is the Art District or an affiliated project.

MOTION TO REJECT any and all permit applications from the Art Walk Project and Art District entities related projects until such time regarding past, in progress, or future permits be resolved to the satisfaction of the staff and Council made by Council Member Purvis. Seconded by Council Member Entsuah. Passed 3-1 with Council Member Entsuah dissenting.

Council Member Entsuah – No report

Council Member Pines –

- Said that our permitting department is not responsible for the licensing of contractors. If staff finds unregistered contractors, the City needs to move that information to the state licensing board.

Regarding the permitting, City Attorney Mantzaris wished to clarify that regarding the fee amount additional research will needed to be done.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 27, 2021

Council Member Purvis asked if a contractor can be banned by the local government even if they are licensed by the state. City Attorney Mantzaris said that the City cannot suspend a state licensed contractor at the local level as it has been preempted to the State.

Council Member Pines informed the Council that there is a district permitting process that can be overseen by the local government. City Attorney Mantzaris stated that the prior action of the City Council was done utilizing the Council's authority on that process.

Council Member Purvis stated that before sending information to the State, the City needs to investigate if it has the authority to do so. City Attorney Mantzaris informed the Council that the City Building Official is one of the few officials in the City that the Council has very little control over as his job is to enforce the State of Florida Building Code and as part of that enforcement he has the ability to report any issues regarding contractors that he feels are appropriate.

The Council gave consensus to direct the Building Official to relay contractors in violation to the State.

- Communications Director Kathryn Deen is leaving the City. She praised Director Deen for the work that has been done in promoting the City.
- Informed the Council about the death of Glenn Olivenbaum, a long-time resident and business owner in the City.

Regarding the leaving of Communications Director Deen, Council Member Entsuaeh asked if that is a position that is hired by the Council or is delegated to the City Manager. City Attorney Mantzaris responded that it is under the City Manager's authority to replace the Communications Director and reminded the Council that that only hire the City Manager and the City Attorney.

Mayor Murry –

- Praised Director Deen for all her contributions to the city.
- Provided an update on Covid-19. Reminded community to follow CDC guidelines.
- Attended the Sommer Sports Kids Triathlon. It was a splendid event.
- Attended Steppin' Out for Education. Raised \$100,000 for Lake County schools. He won best male performance both Friday and Saturday night.
- Lunch with the Mayor, First Monday of Each Month. August 2 at Outback Steakhouse.

Regarding the Covid-19 update, City Attorney Mantzaris wanted to clarify the Governor's orders regarding face coverings as he has heard several statements by the City Council regarding the issue. He clarified that the Governor's orders do not outright ban all mandates by local governments. The Governor's order states that a local government cannot implement Covid restrictions if they interfere with the liberties and rights of the public. It therefore depends on the interpretation of liberties and rights and how they affect the public. He informed the Council that the City can create mandates for its employees that are only occupied which do not infringe on the liberties and rights of the public. He stated that the City Attorney's Office is investigating the orders and is working with the City Manager's Office.

CONSENT AGENDA

Mayor Murry 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 Council Meeting minutes
of July 13, 2021

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 27, 2021

Item No. 2 – Piggyback Contract	Consider request to piggyback the City of Milton contract with Advance Plumbing Technologies to provide pipeline rehabilitation services.
Item No. 3 – School Resource Officer Agreement	Consider School Resource Officer Agreement with Imagine South Lake Charter for 2021-2022 school year.
Item No. 4 – Lake County Water Auth. Grant	Consider grant agreement in the amount of \$30,000 to design a water quality project in basin number 12A of the Lake Winona drainage basin that connects to Lake Minnehaha and on to the Chain of Lakes.
Item No. 5 – Event, Open Container, and Road Closure Request	Consider Oktoberfest event at Suncreek Brewery in downtown Clermont with street closures and open container allowance October 2-3, 2021.
Item No. 6 – Event Request	Consider allowing The River Church “Awake America” event on September 23, 24, & 25, 2021 at Waterfront Park.
Item No. 7 – Event, Open Container, and Road Closure Request	Consider allowing the Clermont Parks & Rec Dept. to host their annual “Light Up Clermont” event in downtown Clermont with street closures and open container allowance.

A member of the public requested that item number 7 be pulled for further discussion.

Council Member Purvis asked that item number 6 be pulled for further discussion

MOTION TO APPROVE items 1 – 5 of the Consent agenda for July 27, 2021 made by Council Member Entsuh. Seconded by Council Member Purvis. Passed unanimously.

Item No 6.

Council Member Purvis asked for clarification on the event. Parks and Recreation Director Scott Davidoff stated that the applicant is present and can speak to the event. He explained that the reason this is now coming before the Council is they are anticipating greater than 1,000 attendees.

Caleb Green, Pastor of The River Church – Pastor Green explained to the Council that this is a fundraising event to help support their ministry. They have been extremely blessed and the Awake America is going to give away cars, mortgages, and cash payments. They will also preach the gospel. They are hoping for 1,000 people each night. There is no fee to attend.

MOTION TO APPROVE item 6 of the Consent agenda for July 27, 2021 made by Council Member Purvis. Seconded by Council Member Entsuh. Passed unanimously.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 27, 2021

Item No. 7

Charlene Harrison Forth, 939 W. DeSoto Street – Complained about the ineffectiveness of barricades regarding this event.

MOTION TO APPROVE item 7 of the Consent agenda for July 27, 2021 made by Council Member Purvis. Seconded by Council Member Entsuah. Passed unanimously.

UNFINISHED BUSINESS

Item No. 8 – *Considered under opening comments and tabled to August 10, 2021*

Item No. 9 - *Considered under opening comments and tabled to August 10, 2021*

Item No. 10 - *Considered under opening comments and tabled to August 10, 2021*

NEW BUSINESS

Item No. 11- *Considered under opening comments and tabled to August 10, 2021*

Item No. 12 – Resolution No. 2021-43R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE FREQUENCY OF SOLID WASTE PICKUP PURSUANT TO THE CODE OF ORDINANCES CHAPTER 50 SECTION 34; PROVIDING FOR THE ESTABLISHMENT OF BOUNDARIES FOR THE DOWNTOWN DISTRICT; PROVIDING FOR A RATE COLLECTION CHART BASED ON PICKUP FREQUENCY; PROVIDING FOR CONFLICT, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, AND AN EFFECTIVE DATE.

Deputy City Lueth read the legal title of the resolution into the record. Assistant Public Services Director Jim Maiworm made the staff presentation from a PowerPoint presentation and informed the Council that City staff are working towards the development of a sanitation master plan.

Mayor Murry asked if the city staff consulted with downtown businesses before bringing this resolution to the Council. Assistant Director Maiworm replied that staff had and that is what helped to identify that the needs of downtown can be met with two pickups on a Thursday/Friday or a Tuesday/Monday. There is some flexibility since Public Works is located adjacent to downtown at the end of 12th street.

Mayor Murry opened the floor for comments from the public.

Patrick Bianchi, 752 West Montrose, Clermont – Supports the idea for a short-term solution.

Vincent Niemiec, 4564 Barrister Drive, Clermont – Supports the idea.

Seeing no further comments, the floor was closed.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 27, 2021

Council Member Purvis asked about the timeline for the master plan. Assistant Director Maiworm explained that when they put out a Request For Quote for a continuing consulting firm, they had the master plan in mind as well as a sanitation rate study.

Council Member Entsuhah asked where the fees collected are retained. Assistant Director Maiworm said fees collected go back into the sanitation fund. Council Member Entsuhah stated he would like to see some kind of city incentive program for business owners to participate.

Council Member Purvis asked about fees and if this had to be done as an ordinance or other format. City Attorney Mantzaris replied that since this is not a change to the actual rate, but rather establishing a fee chart based on frequency of pickup, no additional action beyond the resolution is required at this time.

MOTION TO APPROVE and accept Resolution 2021-43R regarding the amending of solid waste collections in the downtown made by Council Member Entsuhah. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

Item No. 13 – Fiscal Year 2022 Proposed Ad Valorem Millage Rate

The financial presentation was made by Finance Director Pam Brosonski via PowerPoint presentation.

Mayor Murry opened the floor for comments from the public; seeing no one, the floor was closed.

Council Member Purvis commended staff and department heads. He supports staff's recommendations.

Council Member Entsuhah asked why the millage rate has not been raised in multiple years. Council Member Purvis responded that the Council came close a couple times, but ultimately decided against it. He added that if Clermont did not have the large department stores within the City, the Council may not be in the situation it finds itself, and it should consider itself lucky.

Mayor Murry added that the city has been blessed with good managers who have run responsible budgets.

Council Member Pines said that the City has been at the current millage rates for too long. She felt that things that are in the long range budget plan should be addressed sooner. She would like to see the Council be proactive and not reactive. She feels that the city is addressing a lot of issues that have not been addressed before, and stated that the millage rate should be increased.

Mayor Murry opened the floor.

Vincent Niemiec, Regency Hills – Asked for clarification from Council Member Pines on reasons for an increase.

Dani Page, Tuscany Ridge – Expressed opposition to a tax increase.

Randy Everdeen, 2430 Woodward Hill Court – Expressed opposition to a tax increase.

Seeing no further comments, the floor was closed.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 27, 2021

Council Member Purvis wanted to clarify his position on taxes for the record. He stated that the City cannot run its house today, the same way it ran it three (3) years ago. The City cannot continue to build. The day will come when the Council will need to raise taxes. Council Member Purvis asserted that he would be on board for raising taxes if he felt that any department was not meeting its needs, but based on the presentations, he does not feel that is the case, and so there is not a need to raise taxes this year.

Council Member Entsuaah stated that he is fine with the rate as is.

Mayor Murry stated that he is not a fan of taxes himself, but understands the necessity. He is not opposed to raising taxes, but he is also not in favor of raising taxes now.

MOTION TO APPROVE and adopt the Proposed FY2022 Ad Valorem Millage Rate of 4.2061 by Council Member Entsuaah. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Item No. 14 – Ordinance No. 2021-026 – INTRODUCTION – GOLF CARTS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING CHAPTER 62 “TRAFFIC AND VEHICLES” CREATING ARTICLE IV, “GOLF CARTS” SECTIONS 62-45 THROUGH 62-55 OF THE CITY CODES OF THE CITY OF CLERMONT AUTHORIZING THE USE OF GOLF CARTS UPON DESIGNATED STREETS; PROVIDING THAT STATE AND COUNTY ROADS ARE NOT AUTHORIZED; PROVIDING FOR A REVOCABLE LICENSE; PROVIDING FOR WAIVER OF CLAIMS; PROVIDING FOR PARKING REGULATIONS; PROVIDING THAT A DRIVER’S LICENSE IS REQUIRED; PROVIDING FOR REGISTRATION; PROVIDING FOR REQUIRED EQUIPMENT; DESIGNATING A GOLF CART BOUNDARY AREA AUTHORIZING USE ON CERTAIN STREETS; PROVIDING FOR NUMBER OF OCCUPANTS, SPEED AND REQUIRED INSURANCE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Lueth read the ordinance into the record by legal title only.

MOTION TO INTRODUCE for further consideration Ordinance 2021-026 made by Council Member Entsuaah. Seconded by Council Member Pines. Passed unanimously with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 27, 2021

ADJOURN: With no further comments, this meeting adjourned at 9:42 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, August 24, 2021	
Agenda Item Name	
Ordinance No. 2021-020 Final <i>Realty Professionals of Florida</i>	
Requested Action	
Recommend denial of Ordinance No. 2021-020	
Staff Report	
The applicant is requesting a rezoning of the subject property from C-2 General Commercial to Planned Unit Development (PUD), to allow for the installation of barbed-wire fence materials for a commercial property instead of meeting the requirements of the Land Development Code, Section 122-343, which prohibits any barbed-wire and razor wire fence materials in residential and commercial districts. The current use is commercial office. The use of barbed-wire fencing is only permitted for M-1 Industrial uses and zoning. The code permits fences and walls up to a six (6) foot height for any commercial development. The applicant indicates the reason for the request is to prevent theft and property vandalism at this location. One of the offices is a landscaping business that parks their vehicles onsite overnight at the location. The Planned Unit Development (PUD) zoning allows flexible development of the property based upon the applicant's proposed use that is not customarily allowed by the code. Staff finds the PUD rezoning request to allow barbed-wire fencing in a commercial district is out of character with the surrounding area and existing development patterns. The proposed use of barbed-wire fencing at this location; may be considered as undesirable and unconventional for the use of commercial property. The State Road 50 Corridor is the primary east-west thoroughfare through the City and the gateway to the Clermont Downtown District. This thoroughfare is designed to create and provide an attractive and viable physical environment to retain and attract commercial businesses along the corridor. The City, along with private businesses, have invested resources and revitalization efforts in the area to promote and encourage a cohesive and aesthetically pleasing commercial gateway along Highway 50. The barbed-wire fence at this location is inconsistent with those redevelopment initiatives. Staff acknowledges the need to protect all businesses in the City from any type of theft or vandalism; but no other businesses in the area have reported any problems and have installed barbed-wire fencing. The applicant may have the option of securing items inside the buildings or a secured storage facility to prevent this type of criminal element. The use of barbed-wire fencing along the corridor is extreme and out of character with the existing business and commercial office uses in the area. The applicant does have the ability to install a wall up to six foot high to provide for additional privacy and methods of protection for the property. STAFF RECOMMENDATION: Staff has reviewed the application and proposed use in regards to the purpose and intent for Planned Unit Development (PUD) zoning and the requirements for compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is inconsistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning. Particularly, the proposed use is inconsistent with Section 122-315 (2) (c) in which the use would be considered as undesirable at this location. Therefore, staff recommends denial of Ordinance No. 2021-020, rezoning request of the subject property from C-2 General Commercial to Planned Unit Development (PUD) to allow for the use of barbed-wire fence materials for a commercial property.	

Staff recommends denial of Ordinance No. 2021-020.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|-----|---|---|
| 1. | Staff Analysis Report | Staff Analysis Report.pdf |
| 2. | New Ord 2021-020 - Realty Professionals of Florida PUD_ | New Ord 2021-020 - Realty Professionals of Florida PUD_.pdf |
| 3. | LOCATION MAP | LOCATION MAP.pdf |
| 4. | Clermont Zoning Map | Clermont Zoning Map.pdf |
| 5. | Conceptual Site Plan | Site.pdf |
| 6. | Realty Pros Photo August 3 | Realty Pros Photo August 3.png |
| 7. | Realty Pros Zoomed in Photo August 3 | Realty Pros Zoomed in Photo August 3.png |
| 8. | Applicant Justification Letter | Applicant letter.pdf |
| 9. | Application | Application.pdf |
| 10. | Legal AD | Legal AD.pdf |



CITY OF CLERMONT Staff Analysis Report

OWNER: Rosenberg Family Trust

APPLICANT: Harvey Rosenberg

PROJECT NAME: Realty Pros of Florida PUD Rezoning

REQUESTED ACTION: A request for a rezoning from “C-2” General Commercial to Planned Unit Development (PUD) to allow for the installation of a bob wire fence in a commercial district.

SIZE OF PARCEL: 0.55 acres +/- Alternate Key 1626765

LOCATION: 300 East Highway 50

EXISTING ZONING: Clermont “C-2” General Commercial

EXISTING LAND USE: Commercial Office Use

FUTURE LAND USE CATEGORY: Commercial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting for rezoning of the subject property from “C-2” General Commercial to Planned Unit Development (PUD), to allow for the installation of barbed-wire fence materials for a commercial property instead of the requirements of the Land Development Code, Section 122-343, which prohibits any barbed wire and razor wire fence materials in residential and commercial districts. The current use is commercial office. The use of barbed-wire fencing is only permitted for M-1 Industrial zoning and uses. The code permits fences and walls up to a six (6) foot height for any commercial development.

The applicant indicates the reason for the request is to prevent theft and property vandalism at this location. The Planned Unit Development (PUD) zoning allows waivers and variances to the Land development regulations as part of the standards for the development plan, without the requirement of any additional public hearings.

Staff finds the PUD rezoning request to allow barbed wire fencing is out of character with the surrounding area and existing development patterns. The proposed use of barbed-wire fencing at this location; may be considered as undesirable and unconventional for the use of commercial property. The State Road 50 Corridor is the primary east-west thoroughfare through the City and the gateway to the Clermont Downtown District, which is designed to create and provide an attractive and viable physical environment to retain and attract commercial businesses along the corridor. The City, along with private development has invested resources and revitalization efforts in the area to promote and encourage a cohesive and aesthetically pleasing commercial gateway along Highway 50. The barbed-wire fence at this location is inconsistent with those redevelopment initiatives and efforts.

Staff acknowledges the need to protect all business in the City from any type of criminal activity and violations, but no other businesses in the area have reported any problems. The applicant may have the option of securing items inside the buildings or a secured storage facility to prevent this type of criminal element. The use of barbed-wire fencing along the corridor is extreme and out of character with the existing business and commercial office uses in the area. The applicant does have the ability to install a commercial wall up to six foot high to provide for additional privacy and protection for the property.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed use in regards to the purpose and intent for Planned Unit Development (PUD) zoning and the requirements for compliance with the Clermont Codes of Ordinances and Comprehensive Plan. The proposed use is consistent with the goals, objectives and policies of the comprehensive plan and intent of the land development regulations for commercial zoning. Particularly, the proposed use is inconsistent with Section 122-315 (2) (c) in which the use would be considered as undesirable at this location. Therefore, Staff recommends **denial** of Ordinance No. 2021-020, rezoning request of the subject property from "C-2" General Commercial to Planned Unit Development (PUD) to allow for the use of barbed-wire fence materials for a commercial property

Staff recommends denial of Ordinance No. 2021-020.

CITY OF CLERMONT
ORDINANCE NO. 2021-020

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 CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

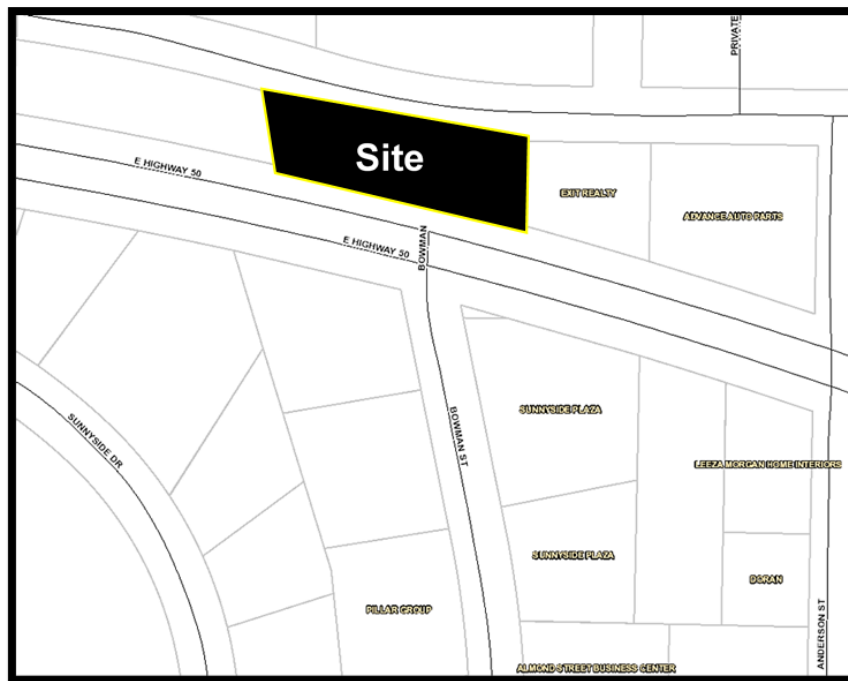
SECTION 1:

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

Clermont Sunnyside Unit Lot 1 north of highway, Block 2, closed street lying west of Lot 1, Block 2 north of highway, beginning at intersection of north right-of-way line of SR 50 with west right-of-way line of Bowman Street, run westerly along north right-of-way line of SR 50 a distance of 100 feet, northerly parallel to west right-of-way line of Bowman Street to south right-of-way line of Highland Avenue, easterly to west right-of-way line of Bowman Street, southerly to point of beginning, being a part of Block 7 PB 8 PG 66, ORB 3997 PG 1932.

**LOCATION:
300 East Highway 50
AK 1626765**





CITY OF CLERMONT
ORDINANCE NO. 2021-020

REZONING OF PROPERTY:
FROM: “C-2” General Commercial
TO: Planned Unit Development (PUD)

SECTION 2: GENERAL CONDITIONS

This application is for a Planned Unit Development (PUD) to allow for the installation of barbed-wire fence materials in a commercial district; shall 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. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. This application is for a Planned Unit Development (PUD) to allow for the use of barbed-wire fence materials in a commercial district for the site.
2. The property shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above. The site may be used for any other permitted uses in the C-2 General Commercial zoning district.
3. The maximum building height shall be up to 55 feet, measured at the highest point.
4. The maximum height of any retaining walls shall not exceed 6 feet as permitted by the Land Development Regulations.
5. The project will be required to comply with Clermont Solid Waste Collection and Disposal requirements for any onsite dumpsters and refuse collection to meet the solid waste demands for the property.
6. The buildings shall be designed and constructed to meet the City of Clermont’s Architectural Design Standards.
7. The developer may be required to provide installation of fiber optic conduit and pull boxes 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.
8. Sidewalks are required for all street rights of way for the entire length of the subject parcels.



CITY OF CLERMONT
ORDINANCE NO. 2021-020

9. Street lighting is required for commercial development. A photometric plan that includes the location and foot candle at ground level will be reviewed during final site plan approval.

SECTION 4: CONFLICT

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

SECTION 5: SEVERABILITY

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 6: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: RECORDING

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

SECTION 8: PUBLICATION & EFFECTIVE DATE

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. 2021-020

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of August.

CITY OF CLERMONT

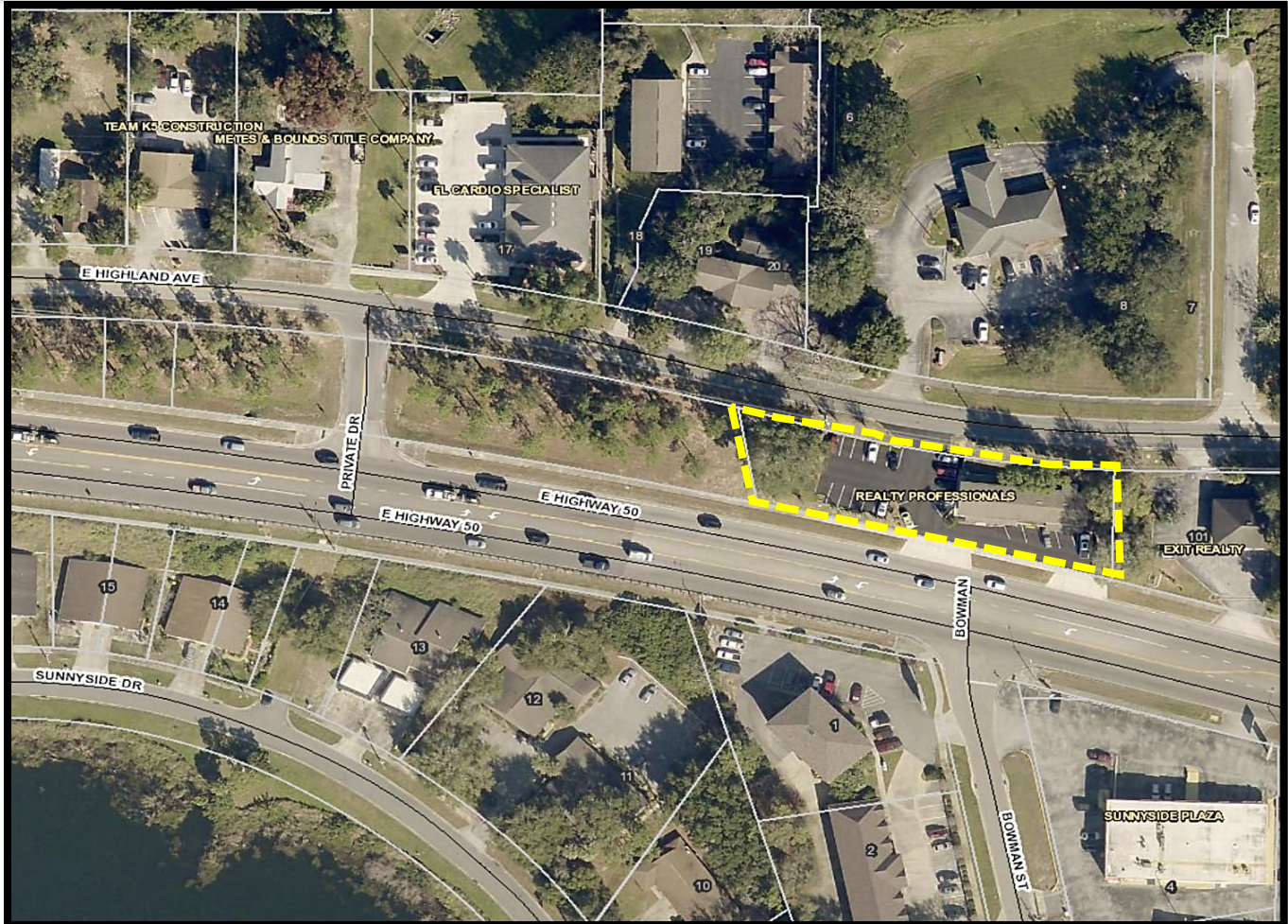
Tim Murry, Mayor

ATTEST:

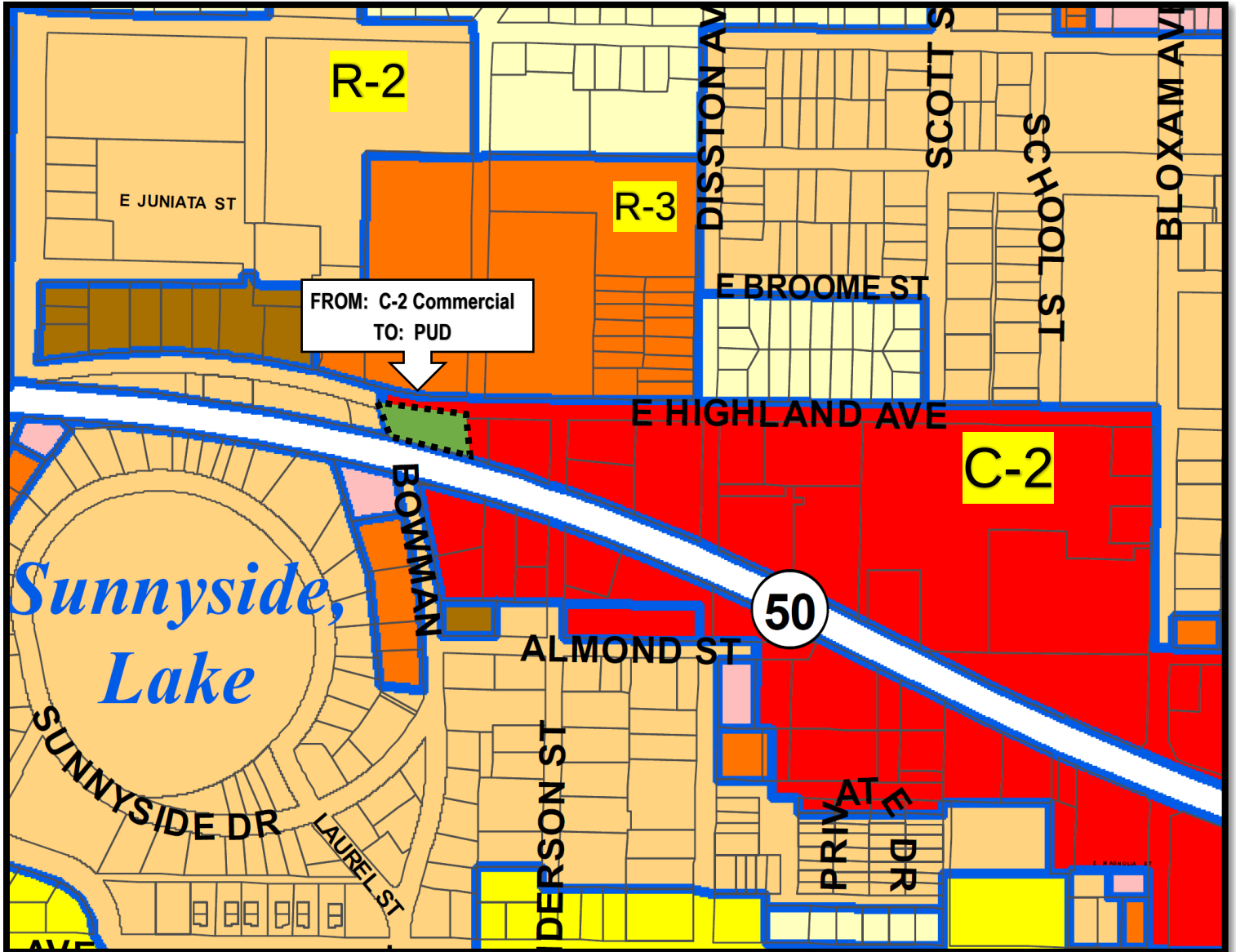
Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CLERMONT ZONING MAP



Legend



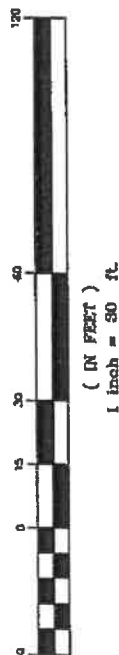
Zoning Designations

- 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

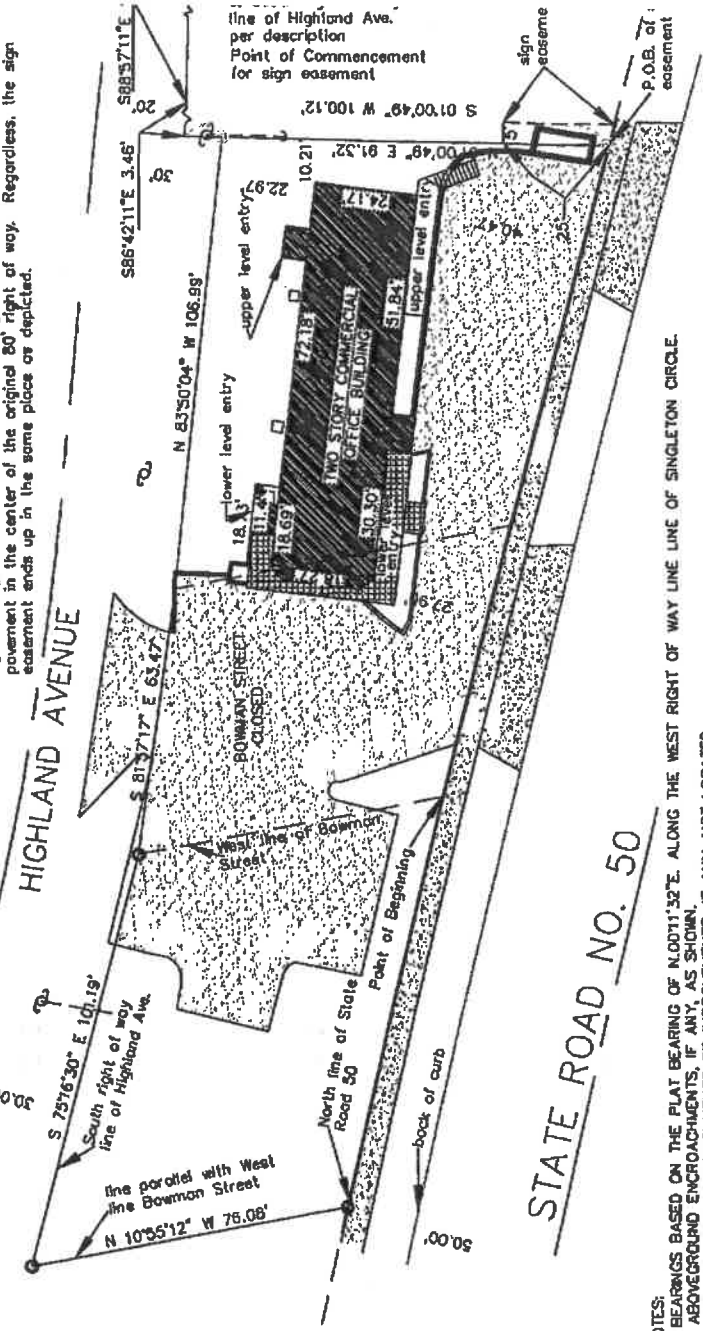
DESCRIPTION (O.R. 800 1676 PAGE 1595)
 LOT 1, BLOCK 2, SUNNYSIDE UNIT, CLERMONT, FLORIDA,
 PLAT BOOK 8, PAGE 66, 67, NORTH OF STATE ROAD
 #50, AND THAT PART OF THE EAST 1/2 OF BOWMAN
 STREET LYING OUTSIDE OF THE RIGHT OF WAY OF
 HIGHWAY 50, NOW VACATED AND LYING ADJACENT TO SAID
 LOT.

ALSO, BEGIN AT THE INTERSECTION OF THE NORTH RIGHT
 OF WAY LINE OF STATE ROAD #50 AND THE WEST RIGHT
 OF WAY LINE OF BOWMAN STREET ACCORDING TO THE
 OFFICIAL MAP OF THE CITY OF CLERMONT, RECORDED IN
 PLAT BOOK 8, PAGES 17 TO 23, INCLUSIVE, PUBLIC
 RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE
 WESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF
 STATE ROAD #50, 100 FEET; THENCE NORTHERLY
 PARALLEL TO THE SOUTH RIGHT OF WAY LINE OF BOWMAN
 AVENUE; THENCE RUN EASTERLY ALONG THE SOUTH
 RIGHT OF WAY LINE OF BOWMAN STREET; THENCE RUN
 SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF
 BOWMAN STREET TO THE POINT OF BEGINNING AND ALL
 THAT PORTION OF THE WEST 1/2 OF BOWMAN STREET
 NOW CLOSED, BOUNDED ON THE NORTH BY THE SOUTH
 RIGHT OF WAY OF HIGHLAND AVENUE AND BOUNDED ON
 THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF
 STATE ROAD #50, ACCORDING TO THE OFFICIAL MAP OF
 THE CITY OF CLERMONT, AS RECORDED IN PLAT BOOK 8,
 PAGES 17 TO 23, INCLUSIVE, PUBLIC RECORDS OF LAKE
 COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN SIGN
 EASEMENT RECORDED IN O.R. BOOK 1659 PAGE 2414,
 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED
 AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE
 WESTERLY RIGHT OF WAY LINE OF ANDERSON STREET
 AND THE SOUTHERLY RIGHT OF WAY LINE OF HIGHLAND
 AVENUE IN CLERMONT, FLORIDA, PER CITY ORDINANCE
 NUMBER 59-M, AND RUN NORTH 88°57'11" WEST ALONG
 THE SAID RIGHT OF WAY LINE OF HIGHLAND AVENUE
 203.99 FEET; THENCE RUN NORTH 88°57'11" WEST ALONG
 SAID RIGHT OF WAY LINE 74.89 FEET; THENCE CONTINUE
 ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH
 88°27'11" WEST 35.47 FEET; THENCE RUN SOUTH
 01°00'49" WEST 100.12 FEET TO THE NORTHERLY RIGHT OF
 WAY LINE OF STATE ROAD 50 AND THE POINT OF
 BEGINNING OF THIS LEGAL DESCRIPTION. FROM THE POINT
 OF BEGINNING, RUN NORTH 01°00'49" EAST A DISTANCE
 OF 23 FEET; THENCE RUN EAST A DISTANCE OF 5 FEET;
 THENCE RUN SOUTH 01°00'49" WEST TO THE NORTHERLY
 RIGHT OF WAY LINE OF STATE ROAD 50; THENCE RUN
 NORTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY
 LINE OF STATE ROAD 50 TO THE POINT OF BEGINNING.

GRAPHIC SCALE



The original right of way width for Highland Ave. is 80'. The South 20' of said right
 way was closed by City Ordinance 59-M. The pavement is in the center of the 6'
 right of way, and the description for the sign easement was created using the
 pavement in the center of the original 80' right of way. Regardless, the sign
 easement ends up in the same place as depicted.



NOTES:
 1. BEARINGS BASED ON THE PLAT BEARING OF N.00°11'32"E. ALONG THE WEST RIGHT OF WAY LINE OF SINGLETON CIRCLE.
 2. ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN.
 3. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED.
 4. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAY, SETBACKS OR RESTRICTIONS.
 5. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
 6. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREIN BY OTHER THAN THE SIGNING PARTY OR PARTIES.
 7. WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 8. THERE HAS BEEN NO ATTEMPT TO LOCATE ANIMAL OR PLANT SPECIES THAT MAY BE ENDANGERED, THREATENED, OR PROTECTED.
 9. FENCE LINES SHOWN HEREON, IF ANY, MAY MEANDER ALONG SHOWN PATH.
 10. PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X".

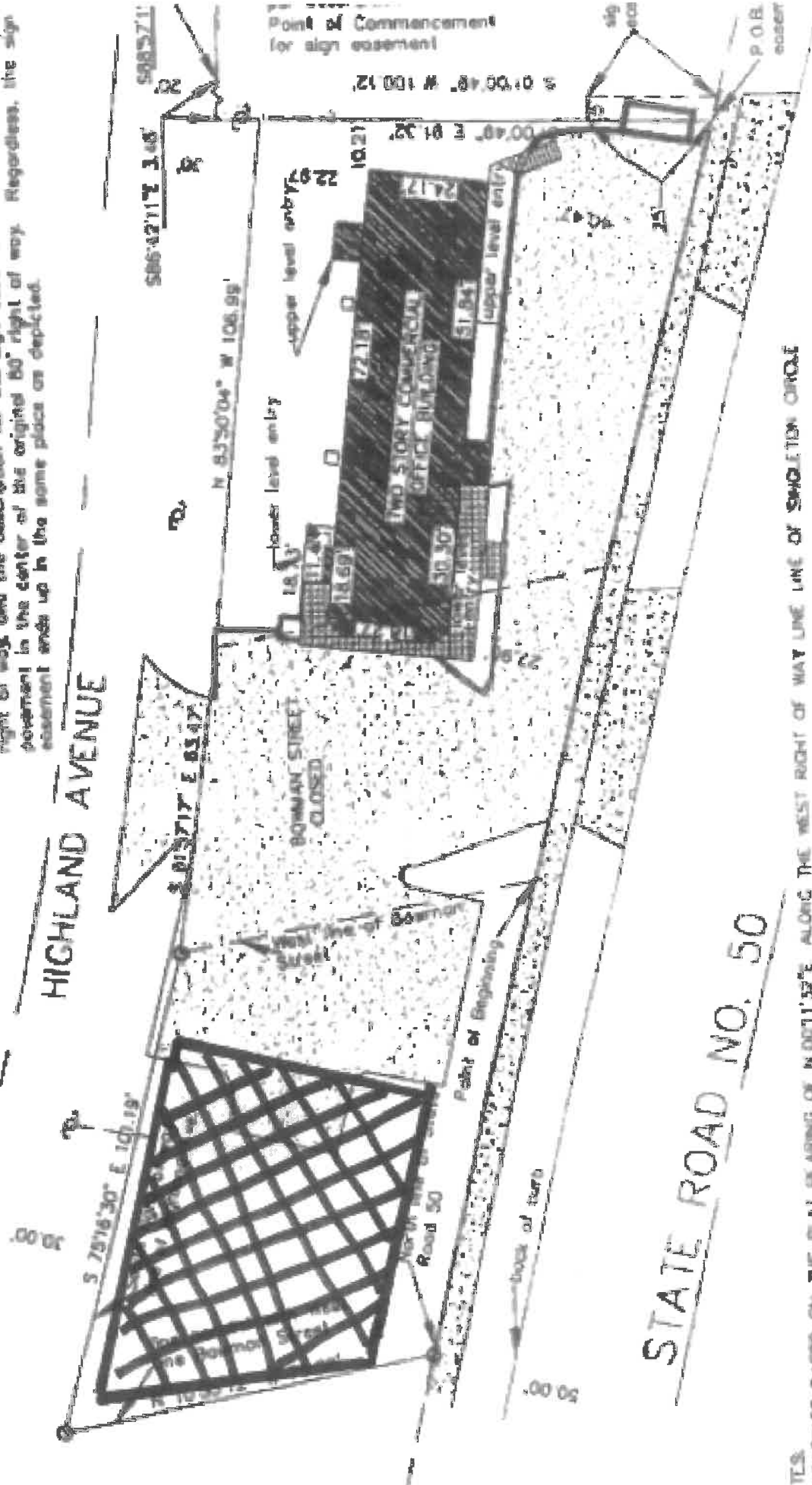
Blackburn Surveying, Inc.
 L.B. # 6528
 642 W. Highway 50
 Mailing Address:
 P.O. Box 121022
 Clermont, Florida 34712
 (352) 394-4417
 Fax (352) 394-7058

BOUNDARY SURVEY FOR:
 The Rosenburg Family Trust

SCALE: 1" = 30'
 DATE: 1/10/2011
 APPROVED BY: DRAWN BY
 PMK PMK
 FB/PAGE: 348/3

The original right of way width for Highland Ave. is 80'. The South 20' of said way was closed by City Ordinance 58-14. The pavement is in the center of the right of way and the description for the sign easement was created using the pavement in the center of the original 80' right of way. Regardless, the sign easement ends up in the same place as depicted.

HIGHLAND AVENUE

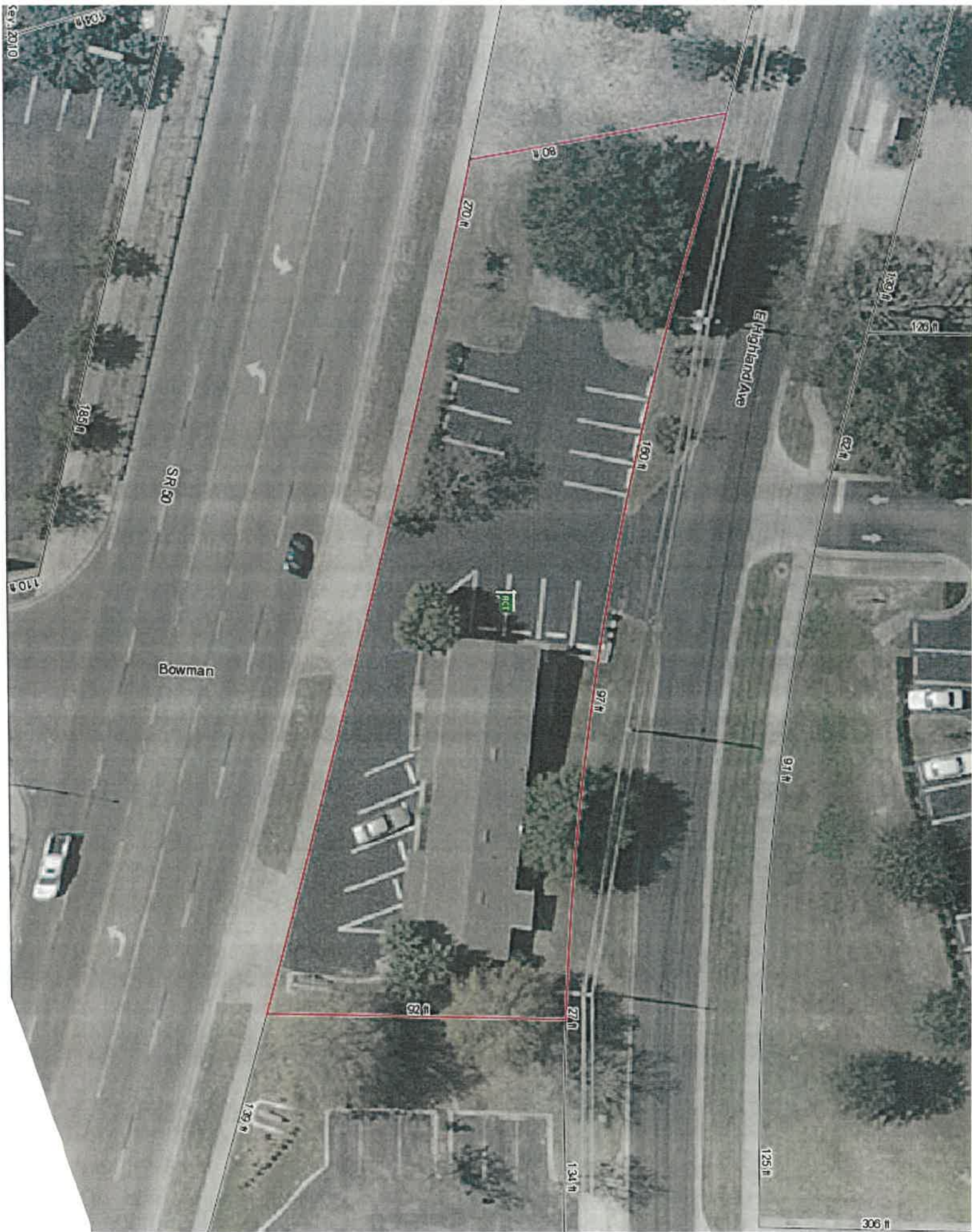


NOTES:

1. BEARINGS BASED ON THE PLAT BEARING OF N 00°11'52"E ALONG THE WEST RIGHT OF WAY LINE OF SINGLETON CIRCLE
2. ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN.
3. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED
4. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAY, SETBACKS OR RESTRICTIONS
5. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH
6. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREIN BY OTHER THAN THE SIGNING PARTY OR PARTIES WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES
7. THERE HAS BEEN NO ATTEMPT TO LOCATE ANIMAL OR PLANT SPECIES THAT MAY BE ENDANGERED, THREATENED, OR PROTECTED
8. FENCE LINES SHOWN HEREON, IF ANY, MAY MEASURE ALONG SHOWN PATH
9. PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X"

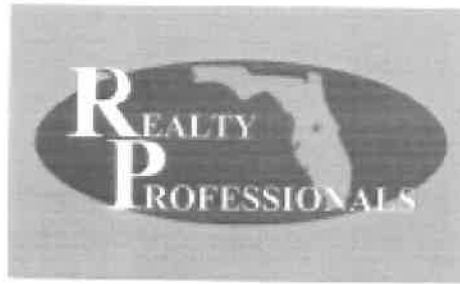
Blackburn Surveying, Inc.

BOUNDARY SURVEY FOR









September 25th, 2020

RE: Secure Parking area for Realty Professionals

To Whom It May Concern:

Please consider this letter as my formal request to secure a parking area at my office location of 300 E. Highway 50 in Clermont.

I need a safe place to park my office landscape company's trucks and trailers overnight. Due to past events, the equipment has been robbed, vandalized and damaged on numerous occasions. Our hope is that a secure, fenced area will deter any further financial loss or damage.

Please see the attached diagram, outlining where the fenced, secured area will be located.

If you should have any questions, feel free to contact me at (352) 404-5942.

Regards,

Harvey Rosenberg

Harvey Rosenberg

Broker/Owner

Realty Professionals of Florida, LLC

300 E. Highway 50 Clermont, Florida 34711



CITY OF CLERMONT REZONING APPLICATION

DATE		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable)			
Applicant <u>Harvey Rosenberg</u>			
Contact Person <u>Harvey Rosenberg</u>			
Address	<u>300 E Hwy 50</u>	City	<u>Clermont</u>
		State	<u>FL</u>
		Zip	<u>34711</u>
Telephone	<u>352-404-5942</u>	Fax	
Email	<u>Harvey@RealtyProsFL.com</u>		
OWNER INFORMATION			
Owner's Name <u>Rosenberg Family Trust</u>			
Owner Address	<u>7365 Potomac Falls Dr</u>	City	<u>Boynton Beach</u>
		State	<u>FL</u>
		Zip	<u>33437</u>
Telephone	<u>407-948-4069</u>	Email	<u>Harvey@RealtyProsFL.com</u>
PROPERTY INFORMATION			
Address of Subject Property	<u>300 E. Hwy 50</u>	City	<u>Clermont</u>
		State	<u>FL</u>
		Zip	<u>34711</u>
Legal Description (include copy of survey) <u>SEE Attached</u>			
Acreage	<u>.5487</u>	Land Use (City verification required) <u>Commercial</u>	
Present Zoning (City verification required)	<u>Commercial</u>	Proposed Zoning <u>PUD</u>	



CITY OF CLERMONT
REZONING
APPLICATION

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

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

I Need Barbed Wire to protect my Property
as we have been robbed many times already!!

Check box to indicate additional materials are provided via attachment. ☒

Harvey Rosenberg
Applicant Name (print)

Harvey Rosenberg
Owner Name (print)

x 
Applicant Name (signature)
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

5/22/2020

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. 2021-020

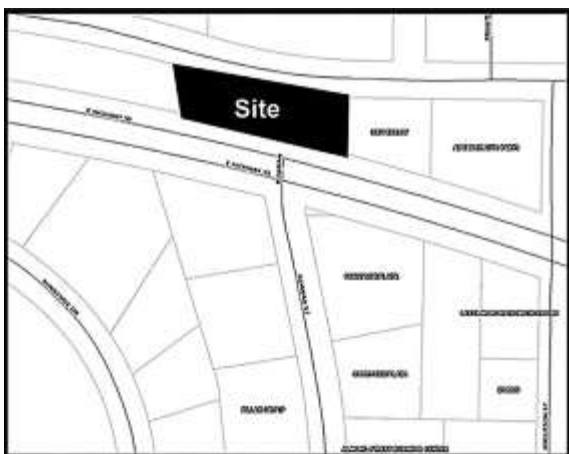
AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

LOCATION:

300 East Highway 50, AK 1626765

LEGAL DESCRIPTION

CLERMONT SUNNYSIDE UNIT LOT 1 NORTH OF HIGHWAY, BLOCK 2, CLOSED STREET LYING WEST OF LOT 1, BLOCK 2 NORTH OF HIGHWAY, BEGINNING AT INTERSECTION OF NORTH RIGHT-OF-WAY LINE OF SR 50 WITH WEST RIGHT-OF-WAY LINE OF BOWMAN STREET, RUN WESTERLY ALONG NORTH RIGHT-OF-WAY LINE OF SR 50 A DISTANCE OF 100 FEET, NORTHERLY PARALLEL TO WEST RIGHT-OF-WAY LINE OF BOWMAN STREET TO SOUTH RIGHT-OF-WAY LINE OF HIGHLAND AVENUE, EASTERLY TO WEST RIGHT-OF-WAY LINE OF BOWMAN STREET, SOUTHERLY TO POINT OF BEGINNING, BEING A PART OF BLOCK 7 PB 8 PG 66, ORB 3997 PG 1932



FROM: C-2 General Commercial

TO: Planned Unit Development (PUD)

The Planning and Zoning Commission will consider the request on Tuesday, August 3, 2021 at 6:30 P.M.

The Clermont City Council will hold a public hearing to consider this request on Tuesday, August 24, 2021 for final adoption.

All meetings will be held at City Hall, first floor Council Chambers, located at 685 W. Montrose Street, Clermont FL 34711

This Ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Clermont FL, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Daily Commercial

July 19, 2021 and August 9, 2021

Tracy Ackroyd Howe, MMC

City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, August 24, 2021	
Agenda Item Name	
Ordinance No. 2021-023 Final <i>Disston Duplexes</i>	
Requested Action	
Recommend approval of Ordinance No. 2021-023	
Staff Report	
The applicant is requesting a rezoning to a Planned Unit Development (PUD) to allow up to six (6) two-family duplex styled housing units, with a maximum, not to exceed 12 units for the entire site. The current property zoning is R-3 Residential Professional, C-1 Light Commercial and C-2 General Commercial with a Commercial Future Land Use designation. The 1.39 acres consist of several lots, which will be combined to create one entire lot for the project. The Commercial Future Land Use requires densities greater than eight units to obtain a Conditional Use Permit or certain housing types shall be permitted with a PUD consistent with the Land Development Regulations. The applicant has submitted a Conceptual Site Plan prepared by Germana Engineering, showing the proposed buildings, parking, landscape areas and access points for the property. The City Council on June 8, 2021 denied a Planned Unit Development (PUD) rezoning request to allow for up to 12 two-family duplex style-housing units for the subject property. The applicant has redesigned and made substantial changes to the conceptual plan layout for the proposed development. The concept plan identifies that each unit will be two bedrooms with an attached single car garage and provide approximately 1,200 square feet of living space. The Land Development Code, Section 98-14, requires two parking spaces for each two-bedroom residential unit. The applicant has identified the garages and a driveway to meet the parking requirements. The project, as designed, shows two additional onsite guest/visitor parking spaces for the development. The application and proposed project layout as submitted, does not request any variances or waivers to code, and will be required to comply with the Land Development Regulations along with any fire and building safety codes for development. The project will also be required to meet Clermont Architectural Design Standards for the proposed buildings. The project has provided an onsite dumpster with enclosure to meet the refuse and collection needs of the proposed housing development. The applicant will be responsible for the coordination and associated cost for any refuse and collection services needed for the housing community. In addition, the development concept plan has proposed the internal access streets and curbs with a width of 24 feet wide, which complies with the requirements of the code. The code requirements for the minimum 24 feet streets width provides a safe traffic flow pattern, that allows emergency vehicles and pedestrians the ability to safely maneuver and exit the property. The project will be required to meet any fire safety and emergency vehicle accessibility requirements, which may include additional fire hydrants, sprinkling of buildings and other safety measures for compliance to the codes. <u>STAFF RECOMMENDATION:</u> Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The proposed project does meet the requirements of the Land Development Regulations and general provisions for granting a Planned Unit Development (PUD). The Code requires all PUD Site Development Plans shall be designed in a manner that provides a complete living environment, with the intent to enhance and creates a uniform development patterns, which complies with the general requirements and regulatory process for approval of the project. The proposed development is not in conflict to the Clermont Comprehensive Plan goals, objectives and policies for commercial land use. Staff recommends approval of Ordinance No. 2021-023.	

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Staff Analysis Disston Duplexes PUD -2021-023	Staff Analysis Disston Duplexes PUD -2021-023.pdf
2.	Ord 2021-023 - Disston Duplexes Rezoning (07.29.2021 V1) -R&F BL	Ord 2021-023 - Disston Duplexes Rezoning (07.29.2021 V1) -R&F BL.pdf
3.	Disston Duplexes Maps	Disston Duplexes Maps.pptx
4.	Zoning Map	Zoning Map.pdf
5.	Disston Duplex- Concept Plan 06-29-2021	Disston Duplex- Concept Plan 06-29-2021.pdf
6.	Disston Duplex- Color Rendering 06-29-2021	Disston Duplex- Color Rendering 06-29-2021.pdf
7.	Application July 1 2021	Application July 1 2021.pdf
8.	Legal AD	LF-25385996.pdf



CITY OF CLERMONT Staff Analysis Report

OWNER: Lake Acquisitions Inc.

APPLICANT: Robert Thompson

PROJECT NAME: Disston Duplexes PUD

REQUESTED ACTION: Consider a request for a rezoning to Planned Unit Development (PUD) for up to six (6) two-family duplex-style housing units, not to exceed the maximum of 12 units for the site.

SIZE OF PARCEL: 1.39 +/- acres

LOCATION: Vacant parcel located at the corner of Disston and Almond Street, adjacent to the Suntrust Bank Building.

EXISTING ZONING: R-3 Residential/Professional, C-1 Light Commercial and C-2 General Commercial.

EXISTING LAND USE: Vacant property

FUTURE LAND USE CATEGORY: Commercial

ANALYSIS:

The applicant is requesting a rezoning to a Planned Unit Development (PUD) to allow up to six (6) two-family duplex styled housing units, with a maximum, not to exceed 12 units for the entire site. The current property zoning is R-3 Residential Professional, C-1 Light Commercial and C-2 General Commercial with a Commercial Land Use designation. The 1.39 acres consist of several lots, which will be combine to create one developable lot for the project. The Commercial Land Use requires densities higher than eight units shall require a Conditional Use Permit or certain housing types shall be allowed with a PUD consistent with the Land Development Regulations. The applicant has submitted a Conceptual Site Plan prepared by Germana Engineering, showing the proposed buildings, parking, landscape areas and access points for the property. The City Council on June 8, 2021, denied (Ordinance No 2021-013) a Planned Unit Development (PUD) rezoning request to allow up to 12 two-family duplex style-housing units with several waivers and variances to the land development codes.

The applicant has redesigned and made substantial changes to the conceptual layout for the proposed development. The concept plan identifies that each unit will be two bedrooms with an attached single car garage and provide approximately 1,200 square feet of living space. The Land Development Code, Section 98-14 requires two parking spaces for each two-bedroom residential unit. The plan has identified the garages and driveway parking for compliance of the parking requirements. The project as designed shows two additional onsite guest or visitor parking spaces for the development. The proposed project layout as submitted, does not request any variances or waivers to code, and will be required to comply with the Land Development Regulations, and any fire and building safety codes for development. The project will also be required to meet Clermont Architectural Design Standards for any buildings. The project as designed has provided an onsite dumpsters with enclosures to meet the refuse and collection needs of the proposed housing development. The applicant will be responsible for the coordination and associated cost for any refuse and collection services needed for the community.

In addition, the development conceptual plan has proposed the internal access streets and curbs are 24 feet wide, which complies with the requirements of the code. The code requirements for the minimum 24 feet streets width provides a safe traffic flow pattern, that allows emergency vehicles and pedestrians the ability to safely maneuver and exit the property. The project will be required to meet any fire safety and emergency vehicle accessibility requirements, which may include additional fire hydrants, sprinkling of buildings and other safety measures for compliance to the codes.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The proposed project does meet the requirements of the Land Development Regulations and general provisions for granting a Planned Unit Development (PUD). The Code requires all PUD Site Development Plans shall be designed in a manner that provides a complete living environment, with the intent to enhance and creates uniform development patterns, which complies with the general requirements and regulatory process for approval of the project. The proposed development is not in conflict to the Clermont Comprehensive Plan goals, objectives and policies for commercial land use.

Staff recommends approval of Ordinance No. 2021-023.

CITY OF CLERMONT
ORDINANCE NO. 2021-023

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 CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

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

Lots 127 and 128, CLERMONT HEIGHTS, according to the plat thereof, as recorded in Plat Book 4, Page 1, Public Records of Lake County, Florida AND

Lots 11 and 12 and the West 1/2 of Lot 10, FAIRVIEW PLACE, according to the plat thereof, as recorded in Plat Book 9, Page 6, Public Records of Lake County, Florida

LOCATION

Vacant property Southeast of Almond Street and
Disston Avenue Intersection, adjacent to SunTrust Bank
(Alternate Key 1617995, 1618002, and 2827092)
1.393+/- acres





CITY OF CLERMONT
ORDINANCE NO. 2021-023

REZONING OF PROPERTY

**FROM: “R-3” Residential /Professional, “C-1” Light Commercial
And “C-2” General Commercial**

**TO: Planned Unit Development (PUD)
To allow up to six (6) two-family style (duplex) dwelling units**

SECTION 2: GENERAL CONDITIONS

This application is for a Planned Unit Development (PUD) to allow up to six (6) two-family duplex style-housing units; that may be developed on the 1.393 +/-acre parcels, not to exceed the maximum of 12 dwelling units for the entire site; shall 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 Conceptual Site Plan prepared by Germana Engineering and Associates, identified as (Exhibit A). Formal construction plans incorporating all conditions stated in this permit must be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The Conceptual Site Plan does not grant any development entitlements or uses. The project conceptual site plan is not an approved site plan and only used for conceptual purposes.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. This application is for a Planned Unit Development (PUD) to allow up to six (6) two-family duplex style-housing units; not to exceed the maximum permitted of 12 dwelling units for the entire site.
2. All Building setbacks shall comply with R-3-A Residential/Professional zoning Land Development Regulations.
3. The maximum building height shall be up to 35 feet, measured at the highest point.
4. The developer will be required to comply with City vehicular and pedestrian circulation requirements for the project. Internal streets and access points must meet the minimum pavement width (including curbs) of 24 feet as required in the Land Development Code, Section 110. The City Engineer will review any required driveway permits at the time of

CITY OF CLERMONT
ORDINANCE NO. 2021-023

final Engineering.

5. The maximum height of any retaining walls shall not exceed 6 feet as permitted by the Land Development Regulations. Any fences shall be decorative and meet the requirements of the code.
6. The project will be required to comply with Clermont Solid Waste Collection and Disposal requirements for any onsite dumpsters and refuse collection to meet the solid waste demands for the project. The project shall provide a minimum of one (1) onsite dumpster and enclosure that comply with the Land Development Regulations.
7. The site may be developed to allow up to six (6) two family (duplex) style housing units, not to exceed the maximum of 12 units per acre. The two family one bedroom dwelling units must provide a minimum of 700 square feet of living space per dwelling unit, exclusive of any garages, carports, and screened areas. The two bedroom units must provide a minimum of 1,000 square foot of living space for each unit, exclusive of any garages, carports, and screened areas.
8. The buildings shall be constructed to meet the City of Clermont's Architectural Design Standards.
9. The developer may be required to provide installation of fiber optic conduit and pull boxes 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.
10. The residential project must meet school concurrency requirements before final site plan approval in accordance with the Comprehensive Plan and Land Development Codes for Concurrency Management.
11. The project shall be developed according to the R-3-A Residential/Professional zoning designation in the Land Development Code, unless expressly stated above. The site may be used for any other permitted uses in the R-3 A Residential/Professional zoning district.
12. Sidewalks are required for all street rights of way for the entire length of the subject parcels. Project is required to provide pedestrian crosswalks and safety features within the residential community.
13. Street lighting is required for this project to provide pedestrian safety. A photometric plan that includes the location and foot candle at ground level will be reviewed during final site plan approval.

SECTION 4: CONFLICT

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



CITY OF CLERMONT
ORDINANCE NO. 2021-023

SECTION 5: SEVERABILITY

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 6: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: RECORDING

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

SECTION 8: PUBLICATION & EFFECTIVE DATE

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. 2021-023

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of August.

CITY OF CLERMONT

Tim Murry, Mayor

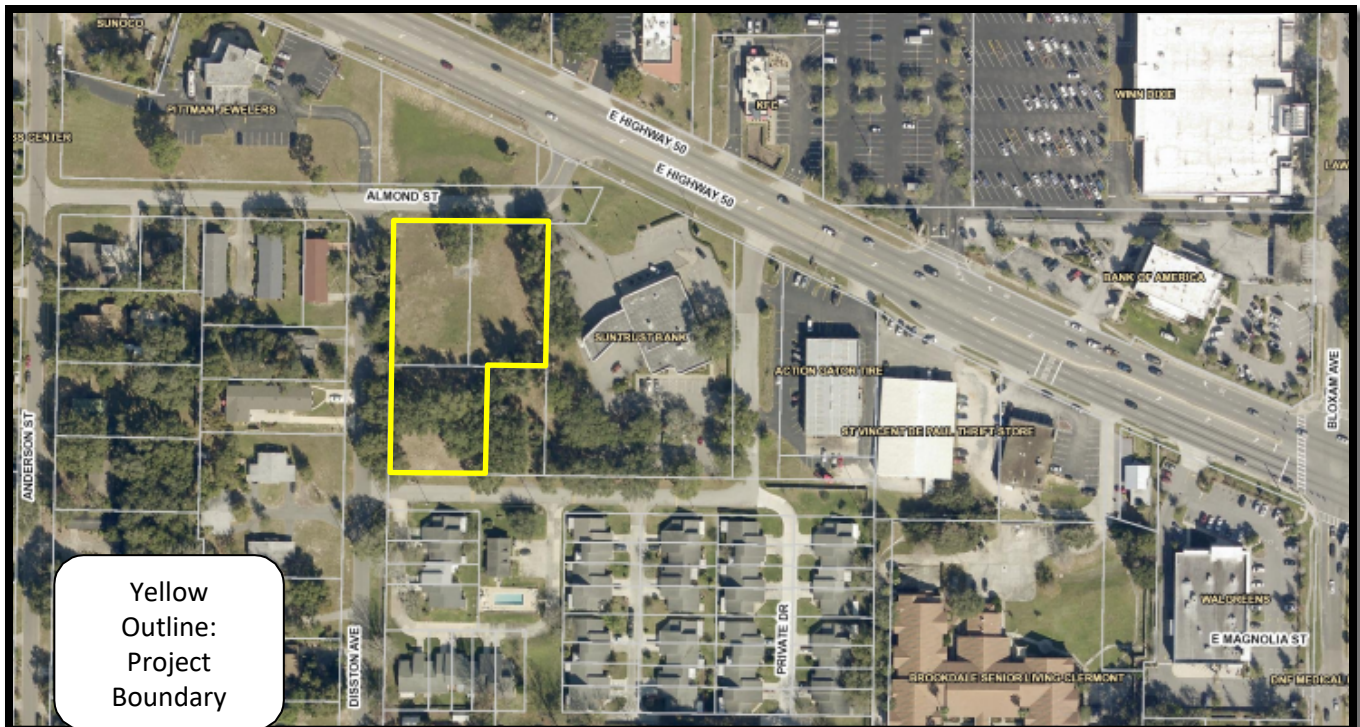
ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

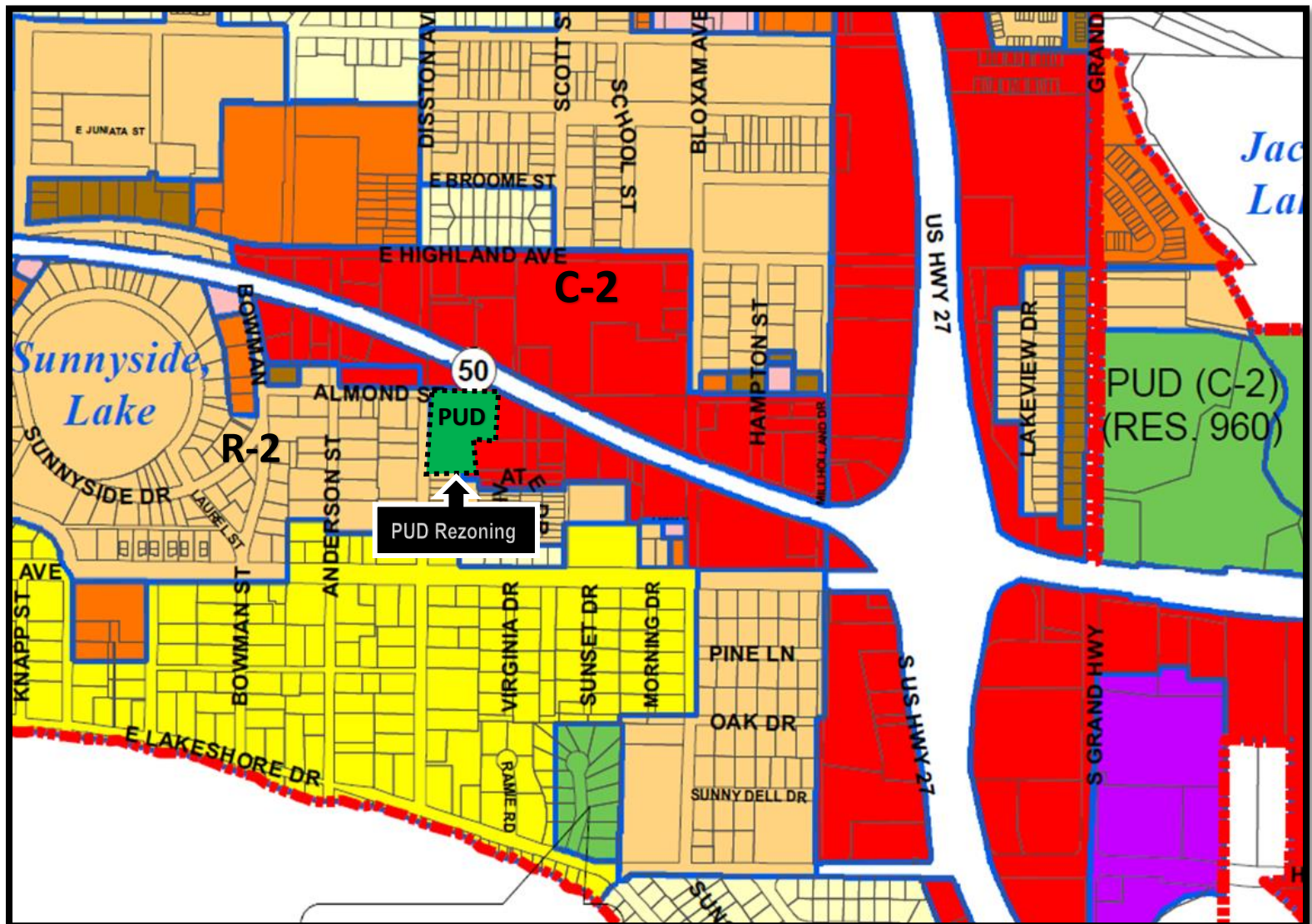
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

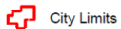
Exhibit - Location Map – Disston Duplexes



CLERMONT ZONING MAP



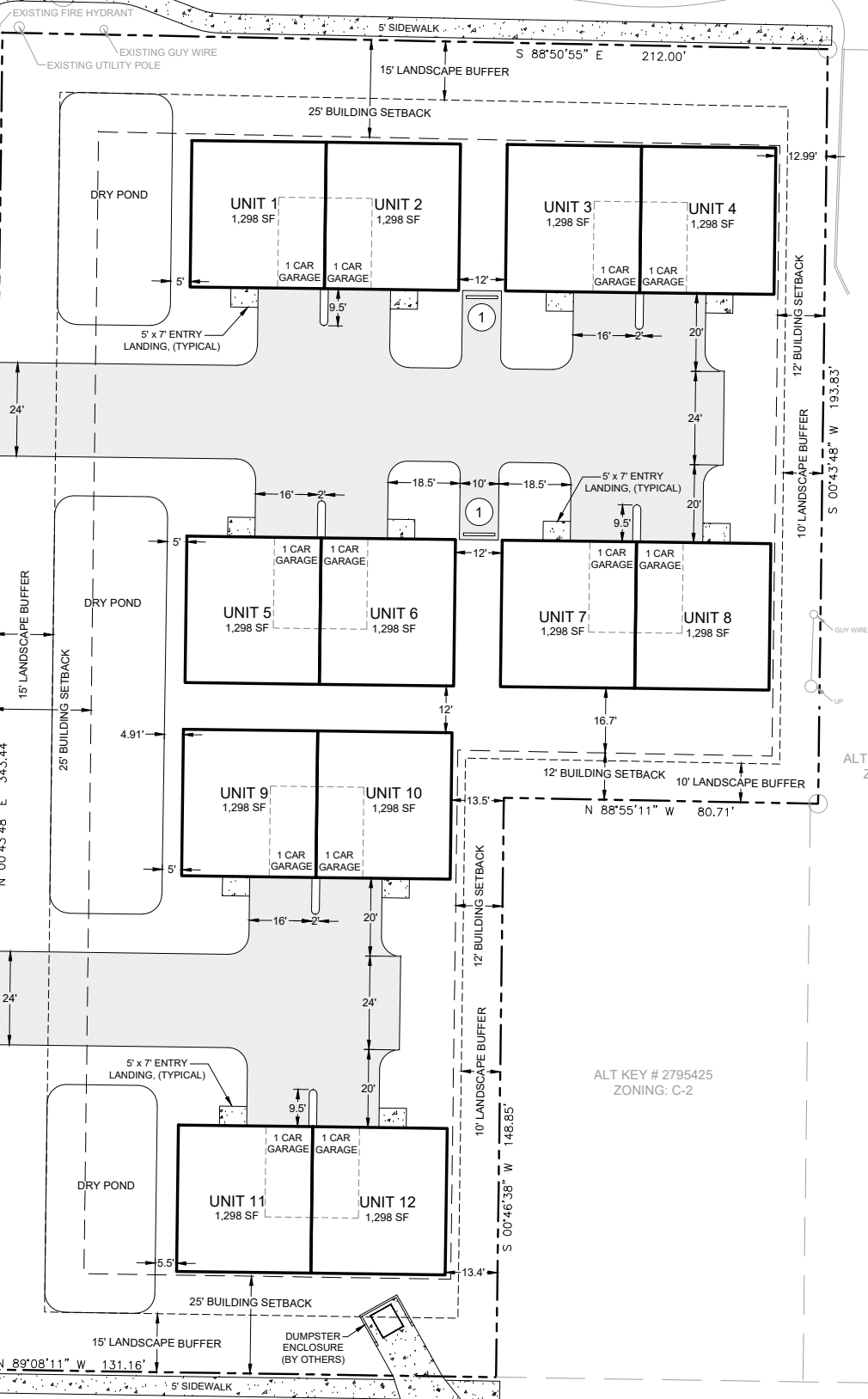
Legend



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

ALMOND STREET
(50' RIGHT OF WAY)



DISSTON AVENUE
(50' RIGHT OF WAY)

ALT KEY # 1617278
ZONING: R-2

ALT KEY # 1617260
ZONING: R-2

ALT KEY # 1617251
ZONING: R-2

ALT KEY # 1617243
ZONING: R-2

ALT KEY # 1617227
ZONING: R-2

ALT KEY # 2795425
ZONING: C-2

ALT KEY # 2518456
ZONING: C-2

NOTES

1. THE SITE CONSTRUCTION STAKEOUT SHALL BE PERFORMED UNDER THE DIRECTION OF A FLORIDA REGISTERED SURVEYOR. AUTOCAD FILE WILL BE PROVIDED TO AID IN THE SITE CONSTRUCTION STAKEOUT. ANY DISCREPANCIES FOUND BETWEEN THE AUTOCAD FILES SHALL BE BROUGHT TO THE ENGINEERS ATTENTION FOR CLARIFICATION PRIOR TO THAT STAKEOUT.
2. PROJECT SITE SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FBC) 2017 EDITION

SITE DATA

1. TOTAL SITE AREA = 60,683 SF (1.39 AC)
2. SITE LOCATION
501 ALMOND STREET
CLERMONT, FLORIDA 34711
TAX PARCEL: ALT KEY # 1617995 / # 1618002 / # 2827092 / # 2795425
SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST
3. SITE DESCRIPTION
EXISTING ZONING: C-1 LIGHT COMM. / C-2 GENERAL COMM. / R-3 RESID./PROF.
FUTURE LAND USE: COMMERCIAL
PROPOSED ZONING: PUD

4. SITE REQUIREMENTS

MAXIMUM ISR: 80%
MAXIMUM BUILDING HEIGHT: 55 FEET
ALMOND STREET LANDSCAPE BUFFER: 15 FEET
DISSTON AVENUE (WEST) LANDSCAPE BUFFER: 15 FEET
DISSTON AVENUE (SOUTH) LANDSCAPE BUFFER: 15 FEET
EAST LANDSCAPE BUFFER: 10 FEET
SOUTH LANDSCAPE BUFFER: 10 FEET

ALMOND STREET SETBACK: 25 FEET
DISSTON AVENUE (WEST) SETBACK: 25 FEET
DISSTON AVENUE (WEST) SETBACK: 25 FEET
EAST SETBACK: 12 FEET
SOUTH SETBACK: 12 FEET

5. BUILDING DATA

USE TYPE: DUPLEX RESIDENTIAL
UNIT COUNT: 12 UNITS
CONSTRUCTION TYPE:
FINISHED FLOOR: TBD
BUILDING AREA: 1,298 SF PER UNIT
MAXIMUM HEIGHT: 25'

6. PARKING DATA

(2 SPACES PER TWO BEDROOM UNIT)
REQUIRED PARKING = 24 SPACES
PROVIDED PARKING = 26 SPACES

7. IMPERVIOUS DATA

BUILDING FOOTPRINT = 15,576 SF
ASPHALT (PARKING) = 11,433 SF
CONCRETE = 635 SF
TOTAL IMPERVIOUS = 27,644 SF (45.55% ISR)
TOTAL OPEN SPACE = 33,039 SF (54.45% ISR)

LEGEND

- PROPERTY LINE
- EXTERIOR PARCEL LINE
- BUILDING SETBACK
- LANDSCAPE BUFFER
- PROPOSED CONCRETE

PRELIMINARY
NOT FOR CONSTRUCTION
NOT FOR PERMITTING
06-29-21

CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61082
FIRM CERTIFICATE OF AUTHORIZATION # 29279

CONCEPT PLAN

DISSTON DUPLEXES

GERMANA ENGINEERING
AND ASSOCIATES, LLC
1120 WEST MINNEOLA AVENUE
CLERMONT, FL 34711
WWW.GERMANAENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER: 29279
COPYRIGHT © 2020

SCALE: 1" = 20'

DATE:

SHEET

CONCEPT

No.

REVISIONS

DATE

PROJECT # GE0312020

CLERMONT, FLORIDA



CITY OF CLERMONT REZONING APPLICATION

DATE June 29,2021		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Disston Street Duplexs			
Applicant Robert Thompson			
Contact Person Robert Thompson			
Address 1958 Brantley Circle	City Clermont	State Florida	Zip 34711
Telephone 321-689-5785	Fax		
Email			
OWNER INFORMATION			
Owner's Name Robert Thompson			
Owner Address 1958 Brantley Circle	City Clermont	State Florida	Zip 34711
Telephone 321-689-5785	Email		
PROPERTY INFORMATION			
Address of Subject Property 501 Almond Street	City Clermont	State Florida	Zip 34711
Legal Description (include copy of survey) Tax Parcel: Alt Key # 1617995 / # 1618002 / # 2827092 / # 2795425 Section 30, Township 22 South, Range 26 East			
Acreage 1.39	Land Use (City verification required) Commercial		
Present Zoning (City verification required) C-1 Light Commercial / C-2 General Commercial / R-3 Residential/Professional	Proposed Zoning PUD		



CITY OF CLERMONT REZONING APPLICATION

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

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

1-story Duplex-Residential Homes consist of 12 Units with single car garage and driveway.
1.39 Acre Development includes on-site Stormwater and 2 entrances.
Garbage pick-up will be provided by an on-site dumpster.

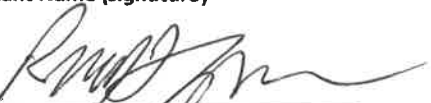
No waivers or variances are requested with this application.

Check box to indicate additional materials are provided via attachment. ☐

Robert D. Thompson
Applicant Name (print)

Robert D. Thompson
Owner Name (print)

x 
Applicant Name (signature)

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

5/22/2020

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. 2021-023

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 CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, EFFECTIVE DATE AND PUBLICATION.

LOCATION:

Vacant property southeast of Almond Street
and Disston Avenue Intersection,
Adjacent to Suntrust Bank
AK 1617995, 1618002, 2827092
1.39 Acres +/-

LEGAL DESCRIPTION

Lots 127 and 128, CLERMONT HEIGHTS, according to the plat thereof, as recorded in Plat Book 4, Page 1, Public Records of Lake County, Florida

AND

Lots 11 and 12 and the West 1/2 of Lot 10, FAIRVIEW PLACE, according to the plat thereof, as recorded in Plat Book 9, Page 6, Public Records of Lake County, Florida



**FROM: R-3 Residential/Professional,
C-1 Light Commercial,
and C-2 General Commercial
TO: Planned Unit Development (PUD)**

The Planning and Zoning Commission will consider the request on Tuesday, August 3, 2021 at 6:30 P.M.

The Clermont City Council will hold a public hearing to consider this request on Tuesday, August 24, 2021 for final adoption.

All meetings will be held at City Hall, first floor Council Chambers, located at 685 W. Montrose Street, Clermont FL 34711

This Ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Clermont FL, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC

City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 24, 2021		
Agenda Item Name		
Citizen Request		
Requested Action		
Staff Report		
Chuck Forth requested placement on the August 24 meeting agenda to present code enforcement issues to the City Council. An outline of the presentation has been provided, and indicated that any documents or pictures presented will be provided to the City Clerk at the conclusion of the presentation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. SCL-MAIL21081715400	SCL-MAIL21081715400.pdf	



CITY OF CLERMONT

685 W. Montrose St.
Clermont, FL 34711
(352) 241-7331

AGENDA ITEM REQUEST FORM

Complete Submissions Required:

This form shall be used to request that an item be placed on a City Council agenda for review and possible action. If the request is made by a City Council Member, it shall be placed on an agenda by the City Manager at the next available Council meeting. If the request is made by a citizen, the City Manager shall review the request and determine if presentation to the City Council as an agenda item is in the best interest of the City. If the City Manager rejects the request, then the citizen may present the request to the City Council at a regularly scheduled council meeting for approval to be placed on a future agenda.

This form must be filed and complete to have an item placed on the City Council Agenda for consideration. Request forms and documentation must be complete and received by the City Clerk's Office no later than 12:00 p.m. (noon) on the Friday seven (7) business days prior to the Regular Council meeting in order to be placed on that meeting's agenda. The item may be placed on a workshop or special council meeting agenda if deemed appropriate by the City Manager. Only completed request forms are considered for placement on the agenda.

Regular Council meetings are held on the second and fourth Tuesday of the month at 6:30 p.m. in the Council Chambers at City Hall unless otherwise noticed.

I am a: ☒ Citizen ☐ Council Member

Requestor: CHUCK FORTH
PRINTED NAME

Date Submitted: 8-12-2021

Address: 939 W. DESOTO ST.
CLERMONT, FL 34711

Preferred contact: ☒ Cell (352) 459-7860 ☐ Work phone _____
☐ E-mail _____ ☐ Fax _____

I respectfully request the below item be placed on the 8-24-2021 (Date) Agenda for City Council consideration.

1) Describe Item to be considered and area of City involved, if any: CODE ENFORCEMENT

2) Executive Summary of Item and Action sought by Council: Provided "Summary Outline" ATTACHED

3) Do you need time to present this item? ☒ Yes ☐ No

If so, how much? Under 15 min.

4) Will your item have supporting documents? ☒ Yes ☐ No

If so, how many pages? Approx. 6

* Copies will be provided to Clerk, HCR, & Council

ADMIN / OFFICIAL USE ONLY:

Consent Item: ☐ Yes ☐ No

Any Prior City Council Action: ☐ Yes ☐ No

Agenda Date Assignment: _____

Projected Future City Council Action: _____

Fiscal Impact: _____

Staff Recommendation on this Requested Item:

City Manager's Office ☐ Yes ☐ No ☐ NA
City Attorney's Office ☐ Yes ☐ No ☐ NA
City Clerk's Office ☐ Yes ☐ No ☐ NA
Finance Department ☐ Yes ☐ No ☐ NA
OTHER _____ ☐ Yes ☐ No ☐ NA

Public Services ☐ Yes ☐ No ☐ NA

Staff Comments: _____

Anticipated Time Necessary for Item: _____

TRACKING:

Received by City Clerk: *Maya* _____ Staff Initial

Administratively Complete: _____ Staff Initial

Date of Agenda Placed for Consideration: _____ Staff Initial

Council Action Taken _____ on _____
Yes No NA

SIGNATURE – City Clerk's Office

Presentation on Code Enforcement Issues

By: Chuck Forth

VERBAL PRESENTATION

— Introduction

— Current issues

- Residential
- Commercial

— Photos (will be produced at City Council Meeting)

— Solutions

- Staffing
- Pro-Active vs. Reactive

— Code Enforcement Board

