



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, December 14, 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

East Central Florida Regional Planning Council

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

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| Item No. 1 - City Council Meeting Minutes | Approval of October 26, 2021 and November 9, 2021 minutes. |
| Item No. 2 - Meeting Calendar | Approval of 2022 Council meeting calendar. |
| Item No. 3 - Surplus Request | Approval of surplus from Parks and Recreation, Finance, and Building Services and dispose of in accordance with the Purchasing Policy. |
| Item No. 4 - Piggyback Term Agreement | Approval of piggybacking City of Plantation contract with Allied Universal Corporation to provide Liquid Sodium Hypochlorite. |
| Item No. 5 - Piggyback Purchase of Vehicle and Budget Amendment
<i>Building Services</i> | Approval of piggybacking Sourcewell (formerly NJPA) contract with Alan Jay Fleet Sales and Building Services budget amendment of \$30,079. |
| Item No. 6 - Contract and Budget Amendment | Approval of first contract amendment between the City of Clermont and AGH Management, LLC. for a price increase cost adjustment in accordance with contract and General Fund budget amendment of \$44,536.68 for athletic field maintenance. |

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| Item No. 7 - Contract and Budget Amendment | Approval of first contract amendment between the City of Clermont and AGH Management, LLC. for a price increase cost adjustment in accordance with contract and General Fund budget amendment of \$3,924.16 for lawn at the Arts and Recreation Center. |
| Item No. 8 - Piggyback Term Agreement | Approval of piggybacking Lake County contract with Port Consolidated, Inc. to provide Gasoline, Diesel, Kerosene, LP Gas, and Bio-Diesel for city vehicles. |
| Item No. 9 - Event, Road Closure, and Sign Request
<i>Martin Luther King Jr. Day</i> | Approval of event with road closures (parade), and signs placed on City property on January 17, 2022 at McKinney Park to Waterfront Park. |
| Item No. 10 - Event and Open Container Request
<i>Illuminate For Inclusion</i> | Approval of Central Florida Dreamplex to host event at Waterfront Park on April 2, 2022 with open containers. |
| Item No. 11 - Event and Road Closure Request
<i>Freedom 5K</i> | Approval of event and road closure request on July 4, 2022. |
| Item No. 12 - Resolution No. 2021-058R | Approval of Fiscal Year 2022 Budget Amendment. |
| Item No. 13 - American Rescue Plan Act (ARPA)
- Premium Pay | Approval of the American Rescue Plan Act (ARPA) Fiscal Recovery Funds to provide premium pay to essential City workers that performed essential work during the COVID-19 public health emergency that met eligibility guidelines during the period of March 16, 2020 - March 14, 2021 and defining essential workers for eligibility under this program. |

UNFINISHED BUSINESS

- | | |
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| Item No. 14 - Ordinance No. 2021-022
<i>Karma Housing Rezoning - Withdrawn</i> | The applicant has withdrawn this request. |
| Item No. 15 - Ordinance No. 2021-024 <i>Final</i>
<i>The Vue - Table</i> | Approval of tabling this item to January 11, 2022. |
| Item No. 16 - Ordinance No. 2021-025 <i>Final</i>
<i>The Vue Rezoning - Table</i> | Approval of tabling this item to January 11, 2022. |

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Item No. 17 - Ordinance No. 2021-032 *Final
Stillwell Clermont Rezoning - Table*

Approval of tabling this item to January 25, 2022.

NEW BUSINESS

Item No. 18 - Resolution No. 2021-056R
Enterprise Car Rental and Sales

Approval of a Conditional Use Permit to allow for vehicle sales and rental services for vacant property located at 1700 S. Grand Hwy. and Hooks St.

Item No. 19 - Citizen Request
Trolley Pub

Approval of a request for an ordinance to allow for commercial megacycles.

Item No. 20 - Board Appointments

Approval of appointments to the Planning and Zoning Commission, Fire and Police Pension Boards and outside agencies.

Item No. 21 - Resolution No. 2021-057R - *Table
Pinecrest Charter School*

Approval of tabling this item to January 11, 2022.

Item No. 22 - Ordinance No. 2022-003 -*Table
Capital Improvement Element*

Approval of tabling the transmittal hearing to February 22, 2022.

Item No. 23 - Ordinance No. 2022-004 - *Table
Potable Water Element amendment*

Approval of tabling the transmittal hearing to February 22, 2022.

Item No. 24 - Ordinance No. 2022-005 - *Table
Intergovernmental Coordination Element*

Approval of tabling the transmittal hearing to February 22, 2022.

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).

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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.

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 26, 2021

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, October 26, 2021 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Pines, Entsuah, Bates, and Purvis.

Other City officials present were Acting City Manager Davidoff, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Police Department Chaplain Michael Saxe followed by the Pledge of Allegiance.

PROCLAMATIONS

National American Indian Heritage Month

Mayor Murry read into the record and presented Ms. Susan DeHart with a proclamation recognizing November 2021 as National American Indian Heritage Month. Ms. DeHart thanked the Council on behalf of the Daughters of the American Revolution and stated that the proclamation will be shared with their members.

Statewide Mobility Week

Mayor Murry recognized Statewide Mobility Week which will occur from October 29 – November 5, 2021.

OPENING COMMENTS

Prior to public comments, Acting City Manager Davidoff informed the Council that there were changes to the agenda.

Item No. 8 – Ordinance No. 2021-024 *FINAL – The VUE 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.

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

MOTION TO TABLE the final consideration of Ordinance No. 2021-024 until the meeting of November 9, 2021 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

City of Clermont
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Item No. 9 – Ordinance No. 2021-025 FINAL – The VUE Rezoning

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.

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

MOTION TO TABLE the final consideration of Ordinance No. 2021-025 until the meeting of November 9, 2021 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Acting City Manager Davidoff informed the Council that there were no additional changes to the agenda.

PUBLIC COMMENTS

Les Allier, 3436 Mossy Leaf Lane – Informed the Council that he will be hosting a toy drive at Corelli's downtown on December 4 despite being denied a permit from the City. Mr. Allier claimed the city code allows him to have this event. He is not asking permission, he is informing the Council. The event will start at 2:00 PM.

Mayor Murry expressed concern with that date as the parade is that day.

Acting City Manager Davidoff informed the Council that Parks and Recreation has been in touch with Corelli's. He also informed the Council that special events require a 60 days advance notice. He can follow-up with the applicant tomorrow.

Mr. Allier informed the Council that the event will happen with or without their approval.

Mayor Murry told Mr. Allier that he will need to get with staff and go over the details.

Sharon Keys, 644 West Osceola Street – *Representing South Lake Alliance*. Asked the city to consider sole ownership of the project or partner with Lake County to bring the Champions Corner Community Center to fruition. Ms. Keys requested a January 2022 Workshop to continue the discussion.

Dani Page, Tuscany Ridge – Spoke in support of Corelli's toy drive.

Billie Wartenberg, 1000 Sadie Ridge Road – Requested that the City have a skate park.

Council Member Purvis stated that a former Council brought up the idea of a skate park, but was afraid of the liability risk. City Attorney Mantzaris informed the Council that since that prior conversation, the State Legislature has provided for protective liability and there is some protection to reduce the city's liability risk.

Council Member Purvis asked staff to review and report back to the Council in January.

James Hobby, 1047 Princeton Drive – Spoke in support of a skate park. Mr. Hobby has a Change.org petition signed with 1,500 signatures in support of a skate park in the community. He reviewed the benefits of a skate park for the community.

Andrew Wilkens, 15921 Bay Vista Drive, Clermont – Spoke in support of a skate park. Mr. Wilkens is a skate shop owner.

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Corbin Wartenberg, 1000 Sadie Ridge Road – Spoke in support of a skate park. He read some comments aloud from others wanting a skate park.

Charlene Forth, 393 W. Desoto Street, Clermont – Spoke in support of a skate park; Spoke in opposition to the police department and stated that residents are not getting served properly and are losing faith in the Police Department.

REPORTS

Lake County Chairman Sean Parks

Sean Parks, District 2 Representative –

- Provided an update on Hancock Road. County staff have completed the analysis and evaluation. They have two (2) preferred options for widening Hancock Road. The first option costs \$39 million; the second option costs \$25.5 million. The first option requires additional purchases of land for expanded right of way and wider lanes; the second option utilizes existing right-of-way and has narrower right-of-way and lanes. This is a good thing because it has gone from a thought to an actionable plan. It all comes down to funding.
- Provided an update on Lakeshore Drive. The County will be doing work on that stretch from the Lake Susan bridge to the city line. They will be adding roundabouts and splinters. The DOT will have more money available through the complete streets program.
- CR455 is expediting a plan to implement safety bike lanes on both sides.
- With regards to growth management, Mr. Parks is looking forward to working together with the municipalities to conduct regional planning.
- Announced upcoming events in the County including the Commissioner Cup softball tournament.
- The County is also observing mobility week.
- Provided updates on Schofield Road and the Turnpike.
- The CR455 Bridge will be closed for about a year while the bridge is reconstructed.

Council Member Purvis asked if there is an opportunity to access additional funding for Hancock Road from the funds the County is seeking for Lakeshore Drive. Commissioner Parks stated that they are looking at any and all options for funding.

Council Member Purvis informed the Council that he may request that the City jointly fund the construction of Hancock Road with the County sometime in the future.

Council Member Entsuaah asked about coverings at bus stops and who does the maintenance. Commissioner Parks stated that it is a partnership with the municipality.

Council Member Entsuaah asked about the East Central Florida Planning Council. Acting City Manager Davidoff stated that they would be making a presentation at the December meeting.

INTERIM CITY MANAGER REPORT

Acting City Manager Davidoff

- Congratulated Council Member Entsuaah for his appointment to the Council on Community Service.
- Informed the Council that the City had applied for a grant with Niagara Bottling. As a finalist, the City had to do a publicity campaign and get votes in the community. Clermont ended up 1,200 votes short and came in 2nd place which is an amazing accomplishment. However, there were enough funds available that the foundation awarded the City a \$90,000 grant to build a community garden at the ARC.
- There are plaques recognizing elected officials and former City Managers in the lobby.

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- There will be a CRA meeting Nov. 9 at 6:00pm with the regular meeting at 6:30pm.
- Informed the Council that staff is bringing back a design for the parking garage.

With regards to the parking garage, Assistant Public Works Director Jim Maiworm presented a PowerPoint presentation to the Council.

Chris Raider, 4852 Lake Lilly Drive, Edgewood – *City Consultant*. Reviewed the options for the parking garage and the enhancement options available. The total estimated cost could be up to \$15.950 million at this time for construction.

Mr. Maiworm informed the Council that staff was seeking direction on the following options:

1. Accept the concepts and revisit at a future date.
2. Select a presented option and pursue.
3. Develop a funding plan for any option selected.
4. Hold off on development until funding is determined.

Mayor Murry felt that it would be most appropriate to seek funding options before continuing with development.

Council Member Purvis thanked staff for bringing this item back to the Council. He liked the first option and allows for future expansion. It is also the cheapest option.

Mayor Murry stated he would like to see this on the January workshop agenda. In the interim, staff should work to identify funding sources.

Council Member Purvis asked Finance to review the bond market and see what rates the City can borrow at. He would like that information presented at the January workshop.

Council Member Bates asked if there were any realized value to having the solar panels installed. Mr. Raider said that he is aware of another project where the solar panels are being used to power an adjoining City Hall.

Council Member Entsuaah asked if there were grants available. Acting City Manager Davidoff stated that staff would be investigating all available funding options.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No Report

CITY COUNCIL REPORT

Council Member Bates –

- Congratulated Council Member Entsuaah on his appointment.
- Pig on the Pond was a success.
- Thanked City Clerk's office for plaques in City Hall lobby.

Council Member Purvis –

- Did not attend Pig on the Pond, but received good reports and commended staff.

Council Member Entsuaah – No report.

Council Member Pines –

- Congratulated Council Member Entsuaah on appointment to Community Service Board.

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Mayor Murry –

- Congratulated Council Member Entsuah on his appointment.
- Attended Pig on the Pond. It was an outstanding event and well attended.
- Attended the Special Olympics 5K Torch Run with the Police Department at the National Training Center.
- Reminded the public that Lunch with the Mayor in November will be at the Jeff's Coffee Shop.
- Commented that the medians at US27 and SR50 looks horrible and asked if there were anything the City can do as those are county roads.
- Roads are looking bad.

In regards to the state of the roads, Acting City Manager Davidoff informed the Council that Public Services is working on getting that information. The agreements are tied into other cities as well. Staff will have to bring back.

Council Member Purvis added that there are multiple street lights out on SR50 and US27. Acting City Manager Davidoff stated that staff will review the issue and report back to the Council.

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.

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| Item No. 1 – Minutes Approval | Consider approval of the September 28, 2021 Council meeting minutes. |
| Item No. 2 – Surplus Request | Consider approval to declare end of life inventory as surplus from the Police, Finance, and Parks & Recreation Departments and dispose of in accordance with the Purchasing Policy. |
| Item No. 3 – Resolution No. 2021-048R | Consider Fiscal Year 2021 Budget Amendment. |
| Item No. 4 – Piggyback Purchase and Budget Amendment | Consider request to piggyback purchase from Lake County contract with Ten-8 to purchase a pumper apparatus in the total amount of \$628,786 and a budget amendment in the amount of \$3,786 in the Infrastructure Fund. |
| Item No. 5 – Building Inspection and Plans Review Services Contract Award | Consider awarding term contract to nine (9) firms for commercial and residential building inspection and plans review services. |
| Item No. 6 – Pole Facility Use Agreement | Consider agreement between the City and the Clermont Downtown Partnership. |
| Item No. 7 – Solid Waste and Recycling Master Plan Study Task Order and Budget Amendment | Consider task order approval from Wright-Pierce, Inc. in the total amount of \$166,550 and budget amendment for the same. |

A member of the public requested that Item No. 6 be pulled for further consideration.

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MOTION TO APPROVE the consent agenda items 1 through 5 and 7 for October 26, 2021 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Mayor Murry opened the floor for comments from the public on Agenda Item 6.

Dani Page, Tuscan Ridge, Clermont – Opposed the adoption of the agreement.

Seeing no further comments, the floor was closed.

Council Member Purvis asked if someone applies to put banners that are not a member of the Clermont Downtown Partnership (CDP) who they would apply to. City Attorney Mantzaris informed the Council that there are two (2) entities within this agreement: The City and the CDP. The City has ultimate control of the agreement and then can terminate at any time. The CDP will inform the City what banners they are seeking to put up, and the City will need to acquiesce to those banners. However, the City will not be involved in the banner selection process.

Council Member Purvis stated he would like to see a sunset to the agreement. City Attorney Mantzaris stated that there is no sunset provision in the agreement as the city can terminate at its discretion.

MOTION TO APPROVE the banner agreement with the Clermont Downtown Partnership with it coming back for review annually by the City Council made by Council Member Purvis; Seconded by Council Member Bates. Passed unanimously with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 8 – Ordinance No. 2021-024 FINAL – The VUE CPA

Item No. 8 was addressed earlier in the meeting and was tabled until November 9, 2021.

Item No. 9 – Ordinance No. 2021-025 FINAL – The VUE Rezoning

Item No. 9 was addressed earlier in the meeting and was tabled until November 9, 2021.

Item No. 10 – Ordinance No. 2021-028 FINAL – International Property Maintenance Codes

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 14, “BUILDINGS AND BUILDING REGULATIONS”, ARTICLE I, “IN GENERAL” BY CREATING SECTION 14-9 “INTERNATIONAL PROPERTY MAINTENANCE CODE”; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the ordinance into the record by legal title only. Development Services Director Curt Henschel provided the staff presentation.

Director Henschel informed the Council that this is a staff initiated text amendment to the Clermont Codes, Chapter 14 - The International Property Maintenance Codes.

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The intent and purpose of the International Property Maintenance Code is to protect public health, safety, morals and welfare by establishing minimum requirements governing the maintenance, appearance and condition of residential, rental, housing, commercial, business and industrial premises to establish minimum requirements for governing utilities and other physical components and conditions essential to make the previously mentioned facilities fit for occupancy and use. The adoption of the code requires all buildings to provide structural strength, stability, sanitation, adequate light, ventilation, and life safety conditions from fire, nuisances, and other hazards to conserve and maintain the viable stock to basic standards essential for occupancy. General and technical amendments to the Florida Building Codes may require text updates and changes to the International Property Maintenance Codes.

The City's last update to the property maintenance code was adopted on May 26, 2009. The current amendment will provide compliance with the latest updates for the adoption of the 2021 International Property Maintenance Codes. Staff is recommending approval of Ordinance No. 2021-028.

Mayor Murry opened the public hearing; seeing no one come forth, the floor was closed.

MOTION TO APPROVE and adopt Ordinance No. 2021-028 made by Council Member Bates; seconded by Council Member Pines. Passed 5-0 on a roll call vote with all members present voting aye.

Item No. 11 – Ordinance No. 2021-030 *FINAL – Prince Edward Ave Rezoning*

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, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the ordinance into the record by legal title only. Development Services Director Curt Henschel provided the staff presentation

The applicant is requesting a rezoning from “R-1” - Single Family Medium Density Residential District to “R-2”- Medium Density Residential for a vacant parcel located on the corner of Prince Edward Avenue and East Minneola Avenue. The parcel is approximately 0.42 +/- acres with a Future Land Use Designation of Medium Density Residential.

The applicant has requested the rezoning to R-2 Medium Density Residential to allow for a lot split, creating two (2) 75-foot wide lots for construction of two new single-family homes. The current lot dimensions are 150-foot width x 122-foot depth. The minimum development standards requirements for a single-family lot in the R-2 zoning district, Section 122-145, requires a lot width of 75-feet and a minimum lot area of 7,500 square feet. The adjacent parcel that is located to the north of the property is zoned R-2 Medium Density Residential. Because the surrounding parcels of land have been developed, this vacant parcel is considered as infill development. The Clermont Comprehensive Plan encourages and promotes infill development to increase the quality of life and property values in existing residential neighborhoods. Any future development of the lots will require compliance with the Land Development Regulations and building and fire safety codes before the issuance of a building permit.

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The proposed R-2 Medium Density Residential zoning will be consistent and compatible with the existing residential neighborhoods. The rezoning request is not in conflict with the Comprehensive Plan goals, objectives and policies for residential land use.

Staff has reviewed the application and provisions of the land development codes to ensure compliance with the review criteria. Therefore, staff recommends approval of the rezoning request from “R-1” Single Family Medium Density Residential to “R-2” Medium Density Residential District.

Mayor Murry asked if the applicant was present.

Terry Pitt, 944 5th Street, Clermont – *Applicant Representative*. Mr. Pitt was present to speak on behalf of the applicant and is available for any questions.

Mayor Murry opened the floor for comments from the public; seeing none, the floor was again closed.

Mayor Murry expressed concern with the home size. Mr. Pitt responded that the driveway will not be close to the intersection and is in the interior of the two lots.

MOTION TO APPROVE and adopt Ordinance No. 2021-030 rezoning the property made by Council Member Bates; Seconded by Council Member Pines. Passed 5-0 on a roll call vote with all members present voting aye.

NEW BUSINESS

Closed Session

Mayor Murry read the following statement into the record:

AT THIS TIME THE SPECIAL CITY COUNCIL MEETING WILL BE IN RECESS FOR THE COUNCIL TO CONDUCT A PRIVATE PENDING LITIGATION SESSION AS REQUESTED BY THE CITY ATTORNEY AND AS AUTHORIZED BY SECTION 286.011, FLORIDA STATUTES.

THE SESSION IS FOR THE PURPOSE OF DISCUSSING SETTLEMENT AND EXPENSE STRATEGY FOR PENDING LITIGATION INVOLVING THE CITY AND STEPHEN SPRINKLES AS WELL AS DISCUSSING SETTLEMENT AND EXPENSE STRATEGY FOR PENDING LITIGATION INVOLVING THE CITY, THE ART DISTRICT, LLC AND VP DEVELOPMENT, LLC.

THE CITY COUNCIL, THE CITY MANAGER, THE CITY ATTORNEY, AND THE CITY’S LITIGATION LEGAL COUNSEL HANDLING EACH MATTER WILL ATTEND THE SESSION.

A COURT REPORTER WILL BE PRESENT AT THE SESSION AND A TRANSCRIPT WILL BE AVAILABLE AFTER THE CONCLUSION OF THE LITIGATION.

THE MEETING WILL LAST APPROXIMATELY 60 MINUTES AND THE SPECIAL COUNCIL MEETING WILL RESUME THEREAFTER AT 9:04 P.M. FOLLOWED BY THE REGULAR COUNCIL MEETING.

The Meeting Recessed at 8:04pm

AT THIS TIME THE REGULAR COUNCIL MEETING WAS IN RECESS SO THE COUNCIL COULD MEET IN A CLOSED LITIGATION SESSION.

The Meeting Resumed at 9:54pm

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ADJOURN: With no further comments, this meeting adjourned at 9:55 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
NOVEMBER 9, 2021

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, November 9, 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, Bates, and Purvis.

Other City officials present were Acting City Manager Davidoff, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Father Mark Wajda of Blessed Sacrament Catholic Church followed by the Pledge of Allegiance.

ADMINISTRATION OF OATH OF OFFICE FOR SEATS 2 AND 4

City Clerk Howe administered the Oaths of Office to Council Members Purvis and Entsuah.

PRESENTATIONS

Proposed New Lake County Commission District Map

Jennifer Barker, Interim Lake County Manager – Ms. Barker informed the Council that she is going to all the cities in the County to discuss the redistricting. The redistricting is occurring due to the results of the 2020 census which stated that Lake County's population is approximately 383,955. The targeted population per representative district is 76,791. After consultation with the five commissioners, Lake County staff developed a new district map based around census blocks and natural boundaries. The new map will result in a deviation within the districts of less than 3%. Ms. Barker did note the new district boundaries due intersect within some municipalities.

Ms. Barker reviewed the mapping process with the Council and explained the methodology Lake County staff used to develop the map. The Lake County Board of Commissioners approved the notice of changing district boundaries on October 5, 2021 so that the proposed map could be advertised. The Commission held their first public hearing on November 2, 2021. She informed the Council that there is another public hearing scheduled for November 16 with a tentative adoption date of December 7, 2021.

Council Member Bates asked how much thought was given to bring District 2 more south. Ms. Barker responded that both Districts 1 and 2 shrunk due to growth in south Lake County. She added that District 3 was moved further south to accommodate some of the population. Council Member Bates stated that he would like to see District 2 move further south. Ms. Barker informed the Council that District 2 is probably as far south as it will go due to the district population figures.

Mayor Murry echoed Council Member Bates sentiment that he would like to see District 2 move further south.

Council Member Entsuah reminded Ms. Barker that a significant population will be added when Wellness Way develops, so the county may want to explore adding another commission district. Ms. Barker stated that if a new district is needed, they would need to add two (2) districts to keep an odd number of seats.

Ms. Barker thanked the Council for their time and stated that she would inform the County Commissioners of their concerns.

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PROCLAMATION

Small Business Saturday

Mayor Murry read into the record a short summary of a proclamation for “Small Business Saturday” which is being recognized on Saturday, November 27, 2021. There was no presentation.

OPENING COMMENTS

Acting City Manager Davidoff informed the Council that there are several changes to the agenda.

Item No. 16 – Ordinance No. 2021-022 – *Karma Housing Rezoning*

Acting City Manager Davidoff informed the Council that Ordinance No. 2021-022 was being withdrawn by the applicant.

Item No. 17 – Ordinance No. 2021-024 – *The Vue CPA*

Acting City Manager Davidoff informed the Council that Ordinance No. 2021-024 was requested by the applicant to be tabled until December 14, 2021.

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.

City Clerk Howe read the Ordinance into the record by legal title only.

MOTION TO TABLE consideration of Ordinance No. 2021-024 until December 14, 2021 made by Council Member Bates; Seconded by Council Member Purvis. Passed unanimously (5-0) with all members present voicing aye.

Item No. 18 – Ordinance No. 2021-025 – *The Vue Rezoning*

Acting City Manager Davidoff informed the Council that Ordinance No. 2021-025 was requested by the applicant to be tabled until December 14, 2021.

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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.

City Clerk Howe read the Ordinance into the record by legal title only.

MOTION TO TABLE consideration of Ordinance No. 2021-025 until December 14, 2021 made by Council Member Bates; Seconded by Council Member Purvis. Passed unanimously (5-0) with all members present voicing aye.

Item No. 21 – Ordinance No. 2021-032 – Stillwell Clermont Rezoning

Acting City Manager Davidoff informed the Council that Ordinance No. 2021-032 was requested by the applicant to be tabled until January 11, 2022.

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, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

City Clerk Howe read the Ordinance into the record by legal title only.

MOTION TO TABLE the introduction of Ordinance No. 2021-032 until January 11, 2022 made by Council Member Bates; Seconded by Council Member Purvis. Passed unanimously (5-0) with all members present voicing aye.

PUBLIC COMMENTS

Matthew Modica, 10301 Sullivan Road, Clermont – Expressed concerns with East Avenue safety with regards to lighting; tree maintenance practices for crepe myrtles; the need for more trees along the trail and about the Highlander Building and the need to restore history. Expressed a desire for the city to have a real dog park.

Cindy Davis, 10312 Lake Minneola Shores – Asked about the status of the kayak launch. Acting City Manager Davidoff informed the Council that there has been delays in shipment, but they recently heard from the vendor recently that it may still be a month or more.

Les Allier – 3436 Mossy Leaf Lane – Informed the Council that his wrestling event has moved to Lily's on the Lake as a permit is not needed for that location. The event will still take place on December 4, 2021, but will now begin at 10:00am.

Mayor Murry told Mr. Allier that his issue is not with the event, but with the date and time. Acting City Manager Davidoff informed the Council that there is an issue with the timing as the parade shuts down all of downtown. Staff will work with Mr. Allier to come to a solution.

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Mayor Murry informed Mr. Allier that the City would appreciate him working with the city for the future instead of making demands for whatever it is he wants to do.

Charlene Forth, 939 W. Desoto Street, Clermont – Expressed concerns that the Council is pursuing bad litigation strategy with regards to ongoing issues with downtown developers. She stated that she was privy to information from the last closed session. She said that she is aware that Council Member Purvis wishes to settle these lawsuits. She displayed campaign literature from Council Members Bates, Entsuah and Pines a criticized them for not following their promises. Expressed concerns with the legal advice being provided by the City Attorney.

Mayor Murry asked City Attorney Mantzaris where the Council stands with regards to talking about the matters discussed in the closed session. He stated that he was under the impression that the matters were not supposed to be discussed.

City Attorney Mantzaris stated that the closed session was convened after the October 26, 2021 meeting to discuss settlements and expenses related to pending litigation. As the City Attorney and the legal representative of the city, he discourages discussion of particulars, facts, and issues regarding any active litigation; this is in the best interests of the city as a whole. He continued that it is not smart to have a legal strategy session in a public forum; if that were not the case, the law would not allow for the closed door session. He did advise that the Council may discuss in public a resolution without going into the specific facts of the case.

City Attorney Mantzaris informed the Council that he is extremely concerned about information coming out of a closed litigation session. He stated he has seen at least one email related to the release of the confidential information. He told the Council that the closed litigation sessions are set for the purpose of having a frank discussion regarding litigation issues. It is a concern that he felt the Council needs to be aware of.

Mayor Murry agreed with the City Attorney and said that it does more harm to the litigation than good for the information of a closed session to be out in the public. He asked what the Council can do going forward about information being leaked to the public.

Before City Attorney Mantzaris could respond, Council Member Purvis interjected that he believes this discussion is occurring due to an email that he believed everyone has received from Dani Page. He would like to propose that the Council reconvene in a closed session to reassess the City's litigation positions going forward.

Council Member Pines asked the City Attorney if her understanding is correct that until cases are closed, the court reporter documents are not delivered to the City for records purposes. City Attorney Mantzaris replied that under current statute, the court reporter transcribes what is said at the meeting and the transcript is held by the City Attorney's Office until the case is concluded when they are allowed to become part of the public record. He added that the transcripts from the last closed session have not been released as the cases are ongoing.

Council Member Pines, in response, asked the City Attorney to confirm that if the records are not yet public, than the information leaked could have only come from the transcriptionist, the City's legal team, the Acting City Manager or the Council. City Attorney Mantzaris replied that those are the people that were in the meeting.

Council Member Pines stated that she believes that the fact that information was leaked shows a lack of integrity that is detrimental to the welfare of the City.

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Mayor Murry stated that he believes that Ms. Forth revealed to the Council who leaked the information to her. He stated that he believes that it is important to preserve the integrity of the closed door session. He recalled that the City Attorney explained to the Council at the end of the closed session that the record would be made available for the public after the conclusion of litigation and that the Council should not discuss any of these matters in public prior to that time.

City Attorney Mantzaris informed the Council that typically the City Attorney's office requests closed sessions for the Council, but there is nothing restricting the Council from having closed door sessions as long as it meets the legal criteria for one. He believes that Council Member Purvis has made a request for closed door session, but he would need a consensus from the Council before making an announcement for one.

Council Member Bates asked if it was out of line to ask for closed door session. City Attorney Mantzaris stated that a session could not happen at this meeting as the City Attorney's Office has to announce the scheduling at least one (1) meeting before the closed session. The next available Council date is December 14, 2021.

Council Member Purvis stated that he believes this warrants the Councils immediate attention. He believes that the worst thing for the Council is to have the public feel like they do not know what is going on. He continued that this is not the first time city business has been divulged. He says there is a history of it. He recalled an example of union negotiations where the union members knew what was happening before the Council did.

Mayor Murry stated that he is not for going into another closed session. His feelings are the same as when they had the last closed session. Mayor Murry accused Council Member Purvis of being the one who leaked the information.

At this time Ms. Charlene Forth interrupted the Council discussion and stated that she had never said that Council Member Purvis was the leak. She wanted it corrected for the record that what she said was that Council Member Purvis informed her that he wanted to settle this case.

Mayor Murry informed Ms. Forth that public comment was closed and that she was out of line. Council Member Pines called for a point of order to stop Ms. Forth's comments.

Mayor Murry accepted Council Member Pines point of order and informed Ms. Forth that she needed to leave the podium.

Mayor Murry returned to the Council discussion by asking if any other Council Members wished to enter into a closed session.

Council Member Pines stated that the Council sat in a two (2) hour meeting with three (3) attorneys and they gave direction at that time based on the information provided. As there is no new information, she is going to continue with the position she took in closed session. She added that she is appalled that the integrity of closed session that is designed for the wellbeing of the city and the taxpayers was violated.

Council Member Bates stated that his opinion has not changed either. However, he wants to make it clear that his position may have been taken the wrong way. He started that meeting making a comment and that is still the position he holds. He clarified for everyone that no votes were taken in the meeting and that only a consensus directive was given to the legal team. He added that he is not opposed to going back into another closed session.

Council Member Entsuhah stated that he stands by the decision that made during the closed session.

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City Attorney Mantzaris stated that City Attorney's Office is obligated by law to have another meeting in the event there are changes in circumstances. He also reiterated for the record that no decisions or votes were made at the closed session; only direction was given.

Mayor Murry reiterated his decision to stand with his position made at the closed session.

Council Member Purvis stated that he wants the whole Council to know that he is a member of the body and deserves the same level of respect as each of them. He says that accusation of him being the leak was uncalled for and insulting.

Mayor Murry offered an apology if Council Member Purvis was not leak, but advised him to be cautious of who he talks to.

City Attorney Mantzaris confirmed the consensus of the Council was to wait until new information is received before scheduling another closed session.

REPORTS

INTERIM CITY MANAGER REPORT

Acting City Manager Davidoff –

- Quilt on display made by the Clermont Quilters Club. The quilt will be moved for permanent display to the Kehlor Building.
- The City will observe Veterans Day on November 11. He thanked all veterans who were in attendance.
- Announced that there will be no workshop or second meeting in November.
- The next meeting is December 14, 2021.
- Holiday Enchanted Forest of Trees is returning.
- Cookies and Cocoa Event is returning.
- Light Up Clermont is back December 3 and 4.
- Brian Bulthuis will start as City Manager in 20 days.
- First Friday Food Trucks were cancelled due to the weather, but rescheduled for the second Friday.

Council Member Entsuh asked about the open Public Information Officer position. Acting City Manager Davidoff stated that Mr. Bulthuis is reviewing applications and will make a decision.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No Report

- Informed the Council that if they have questions on active litigation they should reach out to him.

CITY COUNCIL REPORT

Council Member Bates – No report.

Council Member Purvis –

- Thanked Public Works and city staff involved in the Taste of South Lake event.

Council Member Entsuh – No report.

- Asked for an update on potholes on Hancock Road

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In regards to potholes, Acting City Manager Davidoff stated that the city has not yet received a response from the County.

Council Member Pines – No report.

Mayor Murry –

- Thanked the Monday Morning Quilters for the quilt. He and Council Member Pines accepted it on the City's behalf last Monday.
- Wished Happy Veterans Day to all.
- Encouraged the public to shop local for Small Business Saturday on November 27.
- Taste of South Lake was a great event.
- Reminded everyone about Coffee with the Cops.
- Thanked those who came out to Mayors luncheon.

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 October 12, 2021 Council meeting minutes.
Item No. 2 – Contractor Name Change	Consider request for contract name change from Sunstate Meter & Supply, Inc to Ferguson Enterprises, LLC.
Item No. 3 – Bid Award	Consider award to Derelle, Inc to provide construction of a storage building in the total budgeted amount of \$296,338.15.
Item No. 4 – Piggyback Purchase of Side-Loader Refuse Truck	Consider request to piggyback the Florida Sheriff's Association contract with Container Systems & Equipment Company, Inc in the budgeted amount of \$322,791.
Item No. 5 – Piggyback Purchase of Bunker Gear	Consider piggyback request of Lake County contract with Bennett Fire Products Co., Inc in the budgeted amount of \$74,640.
Item No. 6 – Interlocal Agreement	Consider amended Interlocal Agreement with Lake County for Professional Consultant Services.
Item No. 7 – Fee Reduction Request – Spring Games	Consider the reduction of fees for Spring Games.
Item No. 8 – Resolution No. 2021-054R	Consider FY2021 Budget Amendment
Item No. 9 – Resolution No. 2021-055R	Consider amendment to the Comprehensive Fee Schedule for Parks & Recreation

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| Item No. 10 – Event and Road Closure Request
<i>First Friday Food Truck Events</i> | Consider monthly event request from Clermont Downtown Partnership (CDP) |
| Item No. 11 – Event, Open Container, Sign Request
<i>Caribbean American Association of Lake County</i> | Consider allowing an open container area for the “Clermont Jerk Festival” even on June 4, 2022 at Waterfront Park and signs to promote the event. |
| Item No. 12 – Event and Road Closure Request
<i>Cookies & Cocoa</i> | Consider request for the City of Clermont event on December 10, 2021 |
| Item No. 13 – Event and Road Closure Request
<i>Clermont Farmer’s Market</i> | Consider CDP request to host the weekly event with road closures for 12 months. |
| Item No. 14 – Event and Road Closure Request
<i>Mega Food Truck</i> | Consider approving event with road closures on January 15, 2022 from 2:00 PM to 11:00 PM. |
| Item No. 15 – Event and Road Closure Request
<i>Home and Garden Shown</i> | Consider CDP event and road closure request on February 26, 2022 |

A member of the public pulled agenda Item 3 for further discussion.

MOTION TO APPROVE the Consent Agenda Items 1, 2, 4-15 for November 9, 2021 made by Council Member Bates; Seconded by Council Member Entsua. Passed unanimously with all members present voicing aye.

Mayor Murry asked the member of public to come to the podium.

Cindy Davis, 302 Lake Minneola Shores – Expressed concerns over the amount of money being spent on a 1,600 square foot shed.

Acting City Manager Davidoff stated that this is not just a 1,600 sq. ft. building. This will be the primary storage center for the Arts & Recreation Center (ARC). He reminded the Council that the ARC was originally built as a church so there was little attention given to offices a storage. He told Council that all purchasing policies were followed and a bid process was completed.

Council Member Entsua noted that the winning builder is local.

MOTION TO APPROVE the Consent Item 3 made by Council Member Purvis; Seconded by Council Member Bates. Passed unanimously with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 16 – Ordinance No. 2021-022 – *Karma Housing Rezoning*

This item was heard earlier in the meeting and was withdrawn

Item No. 17 – Ordinance No. 2021-024 – *FINAL – The VUE CPA*

This item was considered earlier in the meeting and was tabled until December 14, 2021

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Item No. 18 – Ordinance No. 2021-025 – FINAL – The VUE Rezoning

This item was considered earlier in the meeting and was tabled until December 14, 2021.

NEW BUSINESS

Item No. 19 – Resolution No. 2021-052R – Travelcamp RV

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR THE OUTSIDE STORAGE, DISPLAY AND SALES OF RECREATIONAL VEHICLES IN THE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the resolution into the record by legal title only. The staff presentation was made by Development Services Director Curt Henschel.

The applicant is requesting a Conditional Use Permit to allow for the storage, display, service and sale of Recreational Vehicles (RV), on a commercial site located at 2480 US Highway 27. The current zoning is Planned Unit Development (PUD) with C-2 General Commercial permitted uses, and the Future Land Use is Commercial. The 5.39 +/- acre parcels previous use was motorcycle sales and services, aka the (Harley Davidson) dealership.

The “C-2” General Commercial zoning district requires a Conditional Use Permit for vehicle sales and services, including any expansion to the site. The property currently has a vacant commercial building with onsite parking. The applicant is proposing minor changes to the existing building and to redesign the parking area to accommodate the proposed use of RV sales and services. Any requested changes and redevelopment efforts to the property must comply with the Land Development Regulations and the provisions of the codes. The parking, storage and display of any recreational vehicles shall only be located behind the front building line; this will minimize the impact and visibility of the display along Highway 27.

Staff has reviewed the application and proposed project in regards to a Conditional Use Permit and have determined that the proposed use is consistent to the existing and previous development patterns and character of the surrounding areas. The proposed uses will not be detrimental to the health, safety and general welfare of the community. The Conditional Use Permit will not be in conflict to the Clermont Comprehensive Plan goals, objective and policies for commercial land use. The property has access to major road networks and will be required to comply with all Land Development Regulations for redevelopment. Staff recommends approval of the resolution and the Planning & Zoning Commission recommends approval 7-0.

Mayor Murry asked if the applicant was present.

Salem Hassan, 7965 Jamestown Trail – *Applicant*. Stated that this will be their seventh (7) store. They want to be a good member of the community.

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

Council Member Bates asked for staff to clarify where the parking is located.

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Director Henschel showed on a map where the proposed parking is located. There will be a movement and regrading of a retention area. The location of the retention area has not yet been determined, but they have multiple options to carry the capacity on the site.

Council Member Entsuaah asked about fencing. Mr. Hassan responded that they use a black vinyl chain link.

Council Member Purvis stated that he does not think this is the right fit for this location and believes they are setting a bad precedent for selling vehicles on US27. This is not a business to be located next to a church and a school.

MOTION TO APPROVE the conditional use permit contained Resolution 2021-052R made by Council Member Bates; Seconded by Council Member Purvis. Passed 3-2 with Council Members Purvis and Entsuaah dissenting.

Item No. 20 – Resolution No. 2021-053R – *Clermont National Golf Course*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR THE OPERATION AND RESTORATION OF AN EXISTING GOLF COURSE AND DRIVING RANGE PERMITTED USES, AS PART OF THE SUMMIT GREENS PLANNED UNIT DEVELOPMENT (RESOLUTION 988) ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the resolution into the record by legal title only. The staff presentation was made by Development Services Director Curt Henschel.

The applicant is requesting a Conditional Use Permit to allow for the renovation and restoration of an existing golf course and driving range as a permitted use in a Planned Unit Development (PUD) zoning district. The Future Land Use is Low Density Residential. The City Council approved on January 27, 1998, the Summit Greens Planned Unit Development Master Plan (Resolution No. 988) to allow for 799 single-family residences, in conjunction with an 18-hole championship golf course.

The Planned Unit Development (PUD) approved the golf course recreational facility and clubhouse, which operates as a private and separate entity from the residential community. The approved PUD allowed the existing golf course and driving range to be accessible for public use and the ability to also provide food sales and alcoholic beverages for on-site consumption. The Sanctuary Golf Course later ceased operation. The existing PUD prohibited the use of any onsite lightening for utilization after normal daylight operation.

The applicant has purchased the existing golf course and driving range to restore and renovate for an enhanced recreational experience. The applicant is also requesting the use of onsite lighting as a part of the renovation efforts and improvements to the property. The applicant would like to install state of the art ground illumination lights that will be designed and located to prevent any offsite impacts to the surrounding residential properties. The renovation of the existing golf course and driving range will improve the character of the surrounding neighborhoods and provide an opportunity to enhance the community with additional recreational facilities.

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Staff has reviewed the application and proposed project and determined the proposed request to restore and renovate the existing golf course and driving range will not be detrimental to the health, safety and general welfare of the community. The Conditional Use Permit will not be in conflict with the Clermont Comprehensive Plan goals, objectives and policies for residential land use and the ability to utilize the existing golf course as open space, recreation, park amenities, and other benefits to enhance and improve the property values of the surrounding neighborhoods. The property has access to major road networks and will be required to comply with all Land Development Regulations for redevelopment. Staff recommends approval of the resolution and is also supported by the Planning & Zoning Commission by a vote of 6-1.

Mayor Murry asked if the applicant was present.

Jimmy Crawford, 702 West Montrose, Clermont – *Applicant Representative*. Mr. Crawford represented SRGC, LLC which is owned by Jimmy Steward. Mr. Steward purchased the company in August 2021 with the goal to renovate and revive the golf course. The plan to upgrade the driving range by regrading it. They want to install ground lights that will be protected from outside vision. He informed the Council that their agenda packets are outdated with old schematics and displayed new schematics on the screen. He told the Council that SRGC, LLC was working with the HOA and residents. Also, this CUP only amends Resolution No. 988; it does not repeal or replace any provisions from the prior resolution.

Mayor Murry opened the floor for comments from the public.

Mike Willis, 1079 Masonary Court, Clermont – President of the Summit Greens HOA. Mr. Willis informed the Council that the HOA at their October 28 board meeting voted to support this project with all the stipulations. The Summit Greens community is behind this project.

Seeing no further comments, Mayor Murry closed the floor.

MOTION TO APPROVE the conditional use permit contained in Resolution 2021-053R made by Council Member Bates; Seconded by Council Member Entsua. Passed unanimously with all members present voicing aye.

Item No. 21 – Ordinance No. 2021-032 – *INTRO – Stillwell Clermont Rezoning*

This item was considered earlier in the meeting and was tabled until January 11, 2022.

Item No. 22 – Ordinance No. 2022-001 – *TRANSMITTAL – Comp. Plan – Property Rights Element*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ESTABLISHING CHAPTER XIV PROPERTY RIGHTS ELEMENT OF THE COMPREHENSIVE PLAN; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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City Clerk Howe read the ordinance into the record by legal title only. Planning Manager John Kruse made a brief staff presentation.

Planner Kruse informed the Council that staff compiled the draft element for property rights recommend approval and transmittal to state for review. He added that the Planning & Zoning Commission also recommends approval on vote of 7-0.

Mayor Murry opened the floor for comments from the public; seeing none, the floor was closed.

MOTION TO TRANSMIT for state review Ordinance No. 2022-001 made by Council Member Bates; Seconded by Council Member Pines. Passed 5-0 on roll call vote with all members present voting aye.

Item No. 23 – Ordinance No. 2022-002 – *TRANSMITTAL – Comprehensive Plan – FLU Wellness Way*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING A TEXT AMENDMENT TO THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN ESTABLISHING AN ADDITIONAL GOAL, OBJECTIVES AND POLICIES FOR WELLNESS WAY; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the ordinance into the record by legal title only. Planning Manager John Kruse made a brief staff presentation.

Planner Kruse informed the Council that this is a staff initiated amendment to address the additional goals for the City regarding Wellness Way. The amendment sets the frame for the joint effort with Lake County and was drafted with Dr. Levey who is serving as the consultant. The proposed amendment establishes Goal No. 2 on page I-15. Staff recommends approval of the ordinance for transmittal, and the Planning & Zoning Commission also recommends approval based on a vote of 7-0.

Mayor Murry opened the floor for comments from the public; seeing none, the floor was closed.

MOTION TO TRANSMIT for state review Ordinance No. 2022-002 made by Council Member Bates; Seconded by Council Member Pines. Passed 5-0 on roll call vote with all members present voting aye.

CLOSING COMMENTS

Mayor Murry stated that it has been a pleasure to work with Mr. Davidoff in the capacity of Acting City Manager. The Council echoed this statement.

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ADJOURN: With no further comments, this meeting adjourned at 8:06 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Meeting Calendar		
Requested Action		
Staff Report		
The 2022 meeting calendar includes the regularly scheduled Council meetings on the second and fourth Tuesday of each month. The second meeting in December has been requested to be cancelled. The calendar also includes monthly workshops, budget workshops and budget public hearings.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2022 Council Calendar	2022 Council Calendar.pdf	

2022 COUNCIL MEETING CALENDAR

JANUARY	DATE
Regular Council Meeting	Tuesday, January 11, 2022
Workshop	Tuesday, January 18, 2022
Regular Council Meeting	Tuesday, January 25, 2022
FEBRUARY	DATE
Regular Council Meeting	Tuesday, February 8, 2022
Workshop	Tuesday, February 15, 2022
Regular Council Meeting	Tuesday, February 22, 2022
MARCH	DATE
Regular Council Meeting	Tuesday, March 8, 2022
Workshop	Tuesday, March 15, 2022
Regular Council Meeting	Tuesday, March 22, 2022
APRIL	DATE
Regular Council Meeting	Tuesday, April 12, 2022
Workshop	Tuesday, April 19, 2022
Regular Council Meeting	Tuesday, April 26, 2022
MAY	DATE
Regular Council Meeting	Tuesday, May 10, 2022
Workshop	Tuesday, May 17, 2022
Regular Council Meeting	Tuesday, May 24, 2022
JUNE	DATE
Regular Council Meeting	Tuesday, June 14, 2022
Workshop	Tuesday, June 21, 2022
Regular Council Meeting	Tuesday, June 28, 2022
JULY	DATE
Regular Council Meeting	Tuesday, July 12, 2022
Budget Workshop	Tuesday, July 19, 2022
Budget Workshop	Wednesday, July 20, 2022
Regular Council Meeting	Tuesday, July 26, 2022
AUGUST	DATE
Regular Council Meeting	Tuesday, August 9, 2022
Workshop	Tuesday, August 16, 2022
Regular Council Meeting	Tuesday, August 23, 2022
SEPTEMBER	DATE
First Budget Public Hearing - tentative	Wednesday, September 7, 2022
Regular Council Meeting	Tuesday, September 13, 2022
Final Budget Public Hearing -tentative	Wednesday, September 21, 2022
Regular Council Meeting	Tuesday, September 27, 2022
OCTOBER	DATE
Regular Council Meeting	Tuesday, October 11, 2022
Workshop	Tuesday, October 18, 2022
Regular Council Meeting	Tuesday, October 25, 2022

2022 COUNCIL MEETING CALENDAR

NOVEMBER	DATE
Regular Council Meeting	Tuesday, November 8, 2022
Workshop	Tuesday, November 15, 2022
Regular Council Meeting	Tuesday, November 22, 2022
DECEMBER	DATE
Regular Council Meeting	Tuesday, December 13, 2022
CANCEL Regular Council Meeting	Tuesday, December 27, 2022



AGENDA ITEM

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Surplus Request		
Requested Action		
Recommend approval and declare end of life inventory as surplus from the Parks and Recreation Department, Finance Department, and Building Services and dispose of in accordance with the Purchasing Policy.		
Staff Report		
The Procurement Services Department, on behalf of the Parks and Recreation Department, Finance Department, and Building Services recommends approval of the above action. The following inventory has reached its end of life service and approval to surplus these items is being requested. <u>Parks and Recreation Department</u> Qty. Property Description (164) Gray Stackable Plastic Chairs <u>Finance Department</u> Qty. Property Description (2) Broken Logitech Comfort Wave Keyboard <u>Building Services Department</u> Qty. Property Description (2) Broken Dell Keyboards (1) Broken Wired Mouse		
Additional Analysis		
Fiscal Impact Summary		
Surplus property is anticipated to be sold for approximately \$500.00		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Finance Disposal Form	Finance Disposal Form.pdf	
2. Parks and Recreation Disposal Form	Parks and Recreation Disposal Form.pdf	
3. Building Services Disposal Forms	Building Services Disposal Forms.pdf	



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: n/a
Contact Person: Becki Young Phone: 352-241-7357
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property: 2 Logitech Comfort Wave Keyboards

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Old & worn out

Director Signature: Pat Brosowski

Date: 11/5/2021

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/ARC Property Tag #: N/A
Contact Person: JUSTIN SMITH Phone: 352-708-5996
Year / Make / Model: N/A Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property GRAY STACKABLE PLASTIC CHAIRS (164 CHAIRS)

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

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

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

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

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

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

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

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

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

☐ **OTHER:** _____

Director Signature: 

Date: 11/19/21

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: none

Revised 4/12/2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Piggyback Term Agreement		
Requested Action		
Recommend to approve a piggyback contract number ITB No. 088-21 from City of Plantation with Allied Universal Corporation to provide Liquid Sodium Hypochlorite.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the City of Plantation number ITB No. 088-21, to obtain Liquid Sodium Hypochlorite. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2210-004 to notify local vendors of the City's intent to utilize another governmental agency's contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The City of Plantation contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial 1-year agreement. Based on this, staff recommends that Council approve the piggyback of the City of Plantation contract number ITB No. 088-21. This contract will provide Liquid Sodium Hypochlorite. The estimated annual usage of this contract is \$160,310. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective department. The current fiscal year budget has funding for these services. Department Account Code: 41533-55207 and 42535-55207		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2210-004	RFI 2210-004.pdf	
2. Bid Tabulation	Bid Tabulation.pdf	
3. Executed Agreement	Executed Agreement.pdf	



REQUEST FOR INFORMATION

Intent to Utilize City of Plantation Contract for Liquid Sodium Hypochlorite

CONTACT INFORMATION:

Freddy L. Suarez, MPA, CPPB

Procurement Services Director

EMAIL: fsuarez@clermontfl.org

Phone: (352) 241-7350

RFI No. **2210-004**

ISSUED DATE: October 19, 2021

NOTICE OF INTENT TO PIGGYBACK A CONTRACT

NOTICE END DATE: October 27, 2021 at 2:00 P.M. (EST)

DEADLINE FOR WRITTEN QUESTIONS: Not Applicable

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

Responses may be submitted electronically to the Procurement Services Director by email.

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

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

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Department: Public Services
- (b) Company Information: Allied Universal Corporation
- (c) Contract Number and Title: ITB No. 088-21 / Liquid Sodium Hypochlorite
- (d) Length of Contract: 1 Year.
- (e) Product or Service Provided: Liquid Sodium Hypochlorite
- (f) Estimated Annual Expenditure: \$160,310

2 – ACTION TO BE TAKEN

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

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

City of Plantation

Bid Tabulation Sheet

Bid Title: Purchase and Delivery of Sodium Hypochlorite

Invitation to Bid (ITB) No. 088-21

Date: September 14, 2021

George Barber, Procurement Administrator
Ayesha Robinson, Assistant City Clerk

<u>Vendor</u>	<u>Item No. 1</u>	<u>Item No. 2</u>	<u>Grand Total</u>
Allied Universal Corporation	\$63,960.00	\$138,240.00	\$202,200.00
Odyssey Manufacturing Co.	\$63,550.00	\$139,500.00	\$203,050.00

Notes:

- 1) The above abstract of the bid amounts of the received Bids is made available for information only.
- 2) The City of Plantation has a pending review of the Qualifications of Bidders and the received bid documentation, prior to making a determination of the lowest, responsive responsible Bidder.
- 3) The City of Plantation shall have no liability to any successful bidder unless and until the City executes a contract with such bidder

CITY OF PLANTATION



AGREEMENT

Between

THE CITY OF PLANTATION

AND

ALLIED UNIVERSAL CORP.

For

*PURCHASE AND DELIVERY OF SODIUM
HYPOCHLORITE*

ITB No. 088-21

AGREEMENT

Agreement
By and Between
City of Plantation
&
Allied Universal Corp.
for
Purchase and Delivery of Sodium Hypochlorite
Agreement No. 088-21

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this 23 day of November, 2021 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and ALLIED UNIVERSAL CORP, a Florida Profit Corporation with its principal place of business at 3901 NW 115 Avenue, Miami, Florida 33178 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

The Contractor shall timely furnish and deliver the required commodity to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing Sodium Hypochlorite to public clients, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

2.2 Service

The City desires to engage the Contractor to furnish and deliver sodium hypochlorite in tanker loads (5,000 gallons). The Contractor represents and warrants that it is able to satisfactorily to provide the service according to the Scope of Services, which are incorporated herein by reference as Exhibit "A".

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit "A"** Scope of Services, **Exhibit "B"** Front-End Solicitation Documents, **Exhibit "C"** Insurance Requirements, **Exhibit "D"** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit "E"** Notice of Award.

2.3 Procurement

The City of Plantation electronically advertised an "Invitation to Bid" (ITB) for the purchase and delivery of sodium hypochlorite.

The City of Plantation received two (2) bid responses from Contractors stating they can perform/provide the aforementioned work/product/commodity.

The City of Plantation found Allied Universal Corporation the lowest responsive, responsible bidder and presented the recommendation of approval to the City Council for execution of an agreement.

AGREEMENT

The City of Plantation City Council approved the execution of an agreement for the purchase and delivery of sodium hypochlorite with Consent Agenda Item No. 15 on October 6, 2021.

3. TERMS.

3.1 Term.

A. The initial agreement period shall be for one (1) year, commencing November 1, 2021 and expiring on October 31, 2022. In addition, the City reserves the right to extend this Agreement for four (4) additional one (1) year renewal periods, provided the Contractor also agrees in writing to extension upon such terms as the City and Contractor agree. Prices shall remain firm and fixed for the initial term of the Agreement.

3.2 Responsibilities of Contractor.

A. Payment. Payment for work shall be authorized upon completion of all work specified in “Scope of Services” of this specification. Invoices will be subject to verification and approval by the department requesting the service. Each invoice shall be submitted in increments not greater than thirty (30) days. All invoices are required to be submitted within three (3) months, if invoices are not submitted within three (3) months, the City reserves the right not to pay due to delinquency.

B. Contractor’s Compensation. At the completion of the supply and delivery of sodium hypochlorite, the Contractor shall have received \$0.78/gal FOB destination (City of Plantation Regional Wastewater Treatment Plant) and \$0.768/gal FOB destination (City of Plantation East Water Treatment Plant and Central Water Treatment Plant).

C. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under the Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

D. Control and Payment of Subcontractors. All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City’s payment to Contractor. The City shall not be responsible for any payments to Subcontractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

AGREEMENT

E. Schedule of Services. Contractor shall perform the Services expeditiously, within the Term, and in accordance with the Scope of Services set forth in Exhibit “A”. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate the Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

F. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

G. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City.

H. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, Contractors, and other staff at all reasonable times.

I. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor’s failure to comply with the standard of care provided for herein. Any employee of the Contractor or its Subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

J. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any Service that Contractor fails to perform, or otherwise has not performed.

AGREEMENT

K. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any Subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

L. Insurance.

i. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to Exhibit "C". In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subcontractor has secured all insurance pursuant to Exhibit "C".

M. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and Subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

N. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal

AGREEMENT

business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

3.3 Termination of Agreement.

A. For Convenience. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 3.6C.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide Contractor with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

3.4 Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense

AGREEMENT

any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Contractor shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. SubContractors. Contractor shall require all SubContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the SubContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its SubContractors, or those provided to Contractor by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

D. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to Contractor in connection with the performance of this

AGREEMENT

Agreement, shall be held confidential by Contractor. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Contractor for any purposes other than the performance of the Services. To the maximum extent permitted by law, Contractor shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor that is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5 General Provisions.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Contractor:

Cristhianne Mungia (Bid Coordinator)
3901 NW 115 Avenue
Miami, Florida 33178
Email: bids@allieduniversal.com

City:

Mayor Lynn Stoner
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:
Jason Nunemaker
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. To the fullest extent permitted by law,

AGREEMENT

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, contractors, or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

ii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the City that such amount is due, be made by Contractor prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Contractor shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by Contractor of written notice from the City that such payment is due. Contractor agrees, at Contractor's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from Contractor.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

iv. This paragraph shall survive termination or expiration of this Agreement.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below

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in subsection 3.6D.

ii. No later than 10 calendar Days after the Contractor's receipt of the City's determination, the Contractor shall respond to the City in writing, either accepting the determination or stating the Contractor's factual or legal objection to the determination. If the Contractor's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the Contractor may seek a judicial determination of the dispute. In the event that the Contractor intends to seek judicial determination of a matter decided by the City, the Contractor shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the Contractor shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Contractor complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Contractor fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.

G. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

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construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

L. No Third Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter “Districts”, all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Services provided on behalf of the Districts.

M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a “purchasing agent” as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

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P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

R. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

S. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

T. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

4. SCRUTINIZED COMPANY CERTIFICATION

Section 287.135, Florida Statutes, as amended, prohibits agencies from contracting with companies for goods or services of any amount that are on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel; or One million dollars or more if, at the time of bidding, Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has business operations in Cuba or Syria. The boycott Israel list is created pursuant to 215.4725, Florida Statutes, as amended, and the Sudan and Iran lists are created pursuant to Section 215.473, Florida Statutes, as amended.

As the person authorized to sign on behalf of Contractor, I hereby certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. I understand and agree that pursuant to Section 287.135, Florida Statutes, as amended, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the City to terminate this Agreement at the option

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of the City. In addition, Contractor may be subject to civil penalties, attorney's fees, and/or costs.

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>.

5. COOPERATION WITH BROWARD COUNTY OFFICE OF INSPECTOR GENERAL (OIG)

5.1 The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors are paid. To this end, Contractor agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of Company's written material, agreement documentation, and financial records that may relate to the formulation, execution, and performance of this Agreement. Contractor acknowledges and agrees that whatever work or effort is expended by Company in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by Contractor to the Agency, and shall never be a basis for claiming extra or additional compensation under this Agreement, or for requesting a change order.

5.2 Contractor's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the Agency claiming Contractor is in default, and may, if not timely cured, allow the Agency to terminate this Agreement for cause. Unless Contractor is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, Contractor shall advise Agency, in writing and in the same manner as Contractor gives the Agency formal notice under this Agreement, each instance, if ever, that Contractor is contacted by the OIG, and shall supply the Agency with information necessary to allow the Agency to ensure that Contractor is fully performing the requirements of this paragraph.

6. PUBLIC RECORDS

6.1 The City of Plantation is public agency subject to Chapter 119, Florida Statutes, as amended. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the City to perform the service;
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement Term and, following completion of this Agreement, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the City; and

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D. Upon completion of this Agreement, Company shall transfer to the City, at no cost to the City, all public records in Contractor's possession. All records stored electronically by the Contractor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. The failure of the Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement, for which, the City may terminate this Agreement.

6.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
abeggerow@plantation.org**

7. E-Verify

7.1 Definitions:

A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or contractor.

B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

C. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

7.2 Registration Requirement; Termination

Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the Term; and

B All persons (including subvendors/subcontractors/subcontractors) assigned by Contractor to perform work pursuant to this Agreement. The Contractor

AGREEMENT

acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the Term is a condition of this Agreement; and

- C The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. Termination of this Agreement under this Section is not a breach of contract and may not be considered as such. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, CITY OF PLANTATION AND ALLIED UNIVERSAL CORP have signed this Agreement in duplicate. One counterpart each has been delivered to the City and Contractor.

Attest: April Beggerow
April Beggerow, City Clerk

CITY OF PLANTATION

By: Lynn Stoner, Mayor
Lynn Stoner, Mayor

As to legal form: Kerry L Ezrol
Kerry L Ezrol, City Attorney

As to Procurement: Charles Spencer
Charles Spencer, Procurement Director

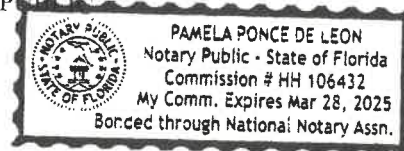
STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 23 day of November, 2021, by Lynn Stoner, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. She is personally known to me or has produced _____ as identification.

My commission expires: 03/28/25

Pamela Ponce de Leon
NOTARY PUBLIC

Signed, Sealed, and in the presence of:



Allied Universal Corporation.
a Florida Corporation

Witness: Carlos Q. Fernandez
CARLOS Q. FERNANDEZ
Typed name of Witness

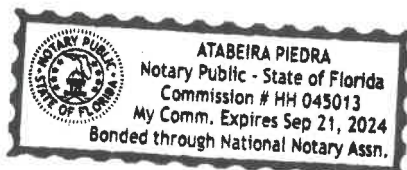
By: Jim Palmer
Jim Palmer, President

STATE OF FLORIDA

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this November 10, 2021 (date) by Jim Palmer, as President of Allied Universal Corp, a Florida Corporation, on behalf of the corporation. They are personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:



Atabeira Piedra
NOTARY PUBLIC

{00427323.6 2007-0000000}



EXHIBIT “A” (Scope of Services)

SCOPE OF SERVICES

PURPOSE AND INTENT

The sole purpose and intent of this Invitation to Bid is to establish a firm fixed term contract for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads to various locations throughout the City of Plantation for the Utilities Department.

TECHNICAL REQUIREMENTS (Hypochlorite Solution, Bleach)

Product specifications (as per AWWA Standard B-300-99 latest version)

- Trade name: Hypochlorite Solution, Bleach
- Chemical formula: NaOCl
- Specific gravity: at 20C -1.1 - 1.2
- Molecular weight: 74.5
- Appearance: Light-yellow to green clear liquid solution
- Solubility in water: Complete
- Freezing Temperature: minus 7C to minus 10C

STANDARDS

- Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Contractor to inform the participating agency that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification may constitute sufficient grounds for immediate termination of the contract between the participating agency and the Contractor.
- Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine (i.e., 12.0 Trade Percent).
- Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.
- Hypochlorite delivered under this contract shall meet the following containment concentration limits:
 - Iron < 0.3 mg/L
 - Copper < 0.03 mg/L
 - Nickel < 0.03 mg/L
 - Chlorate < 1,500 mg/L
 - Bromate < 20 mg/L
 - Perchlorate < 20 mg/L
 - Filter Test Time (1000 ml) < 3 minutes

SCOPE OF SERVICES

- Sampling and testing shall be in accordance with EPA and AWWA B300-04 standards and in accordance with the documents titled: “The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach” and “Suspended Solids Quality Test for Bleach Using Vacuum Filtration”, distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.

CONTRACTOR RESPONSIBILITIES:

- Shipments shall bear warning labels as specified by USDOT regulations.
- Successful bidder’s vehicle shall be equipped with a 2” Cam Lock Filler Nozzle for product dispensing (unload).
- The delivery site(s) is located within a well field zone. Proper handling and delivery procedures shall comply with the Department of Environmental Resources Management (ERM) requirements.
- Product shall be delivered in thoroughly cleaned tank trucks. City of Plantation reserves the right to order in quantities less than a tanker load (LTL).

Delivery Reports:

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City. The report shall contain the following data:

- Date & Time of Manufacture
- Percent by weight of:
 1. Sodium Hypochlorite
 2. Available Chlorine
 3. Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the City unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

Deliveries shall be Monday – Friday, 7:00am – 5:00pm

Item No. 1- Tanker load is 5,000 gallons

SCOPE OF SERVICES

Item No. 2- Tanker load is 5,000 gallons (Split between two City of Plantation locations)

CLEAN TANK GUARANTEE:

At any time during the performance of this Agreement, if the City has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall clean out the tank at no charge to the City within seven (7) days, unless such timeframe is extended by the City. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to the City for the approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of the City. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the City. Failure of the Contractor to clean out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the City) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the City and the Contractor.

DELIVERY LOCATIONS ARE AS FOLLOWS:

ITEM #1	ESTIMATED ANNUAL USAGE (per year)
Regional Wastewater Treatment Plant 6500 NW 11 Place Plantation, Florida 33313	82,000 gallons
ITEM #2	ESTIMATED ANNUAL USAGE (per year)
East Water Treatment Plant 500 NW 65 Ave Plantation, Florida 33317	85,000 gallons
Central Water Treatment 700 NW 91 Avenue Plantation, Florida 33324	95,000 gallons

END OF SPECIFICATIONS

EXHIBIT “B”
(Front-End Solicitation Documents)

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

1. Defined Terms:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 BIDDER: One who submits a Bid directly to CITY, as distinct from a sub-Bidder, who submits a bid to a BIDDER
- 1.2 CITY REP: City of Plantation, Procurement Administrator
- 1.3 CITY: The City of Plantation, a Florida municipal corporation
- 1.4 CONTRACTOR: The BIDDER with whom CITY enters into a Contract for the Work.
- 1.5 The words ‘proposal’ and ‘bid’ for this proposal are considered interchangeable.

2. Copies of Bidding Documents:

- 2.1 Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website <https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>
- 2.2 Complete sets of Bid Documents shall be used in preparing Bids, neither CITY nor the CITY REP that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. Qualifications of Bidders:

No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said CITY, or who is deemed irresponsible or unreliable by CITY. The CITY shall have no liability to any Successful BIDDER unless and until the CITY executes a contract with such Successful BIDDER.

CITY shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all CITY’s expectations with respect to performance can be met and that the requirements and scope of the Contract Work are clearly understood.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

4. Examination of Bid Documents and Site:

- 4.1 Before submitting a Bid, each BIDDER(s) must (a) examine the Bid Documents thoroughly; (b) visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) familiarize themselves with Federal, State, and local laws, ordinances, Florida Building Code or other applicable construction codes, rules and regulations affecting the performance, cost, progress, or furnishing of the Work; (d) study and carefully correlate their observations with the requirements of Contract Documents, and (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 BIDDERS should also note any references made to the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance, cost, progress or furnishing of the Work which have been relied upon by CITY REP in preparing the Drawings and Specifications, if any. CITY will make copies of such surveys and reports, which are not bound into these documents, available to any BIDDER requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bid Documents.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the BIDDER that they have complied with every requirement of this Article 4 and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.4 Any information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to CITY and CITY REP by owners of such Underground Facilities or others, and neither CITY nor CITY REP assumes responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in SUPPLEMENTARY CONDITIONS.
- 4.5 SUPPLEMENTARY CONDITIONS, if any, may identify for limited reliance by the CONTRACTOR certain specified technical data. These (as well as other documents) should be reviewed.
- 4.6 Before submitting a Bid, each BIDDER will, at its own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which BIDDER deems necessary to determine their Bid price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

- 4.7 On request in advance, CITY will provide each BIDDER access to the site to conduct explorations and tests as each BIDDER deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.8 The lands upon which the Work is to be performed, and the right-of-ways and easements for access thereto and other lands designated for use in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or construction operations are to be provided by the CONTRACTOR.

5. Interpretations and Addenda:

All questions about the meaning or intent of the Bid Documents shall be submitted to CITY REP in writing. Interpretations or clarifications considered necessary by CITY REP in response to such questions will be issued by Addenda and posted to the Demand Star website by CITY'S Procurement Department. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the option of the CITY. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

6. Subcontractors, Suppliers and Others:

- 6.1 CITY requires the identity of major Subcontractors working on the project and Suppliers of unique material or products to be submitted to CITY in advance of the Notice of Award the apparent Successful BIDDER. Any other BIDDER requested by City in writing will, within seven (7) calendar days, submit to CITY a list of all Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for portions of this Project. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualifications for each identified Subcontractor, Supplier, person and organization.
- 6.2 If CITY or CITY REP after due investigation has reasonable objection any proposed Subcontractor, Supplier or other person or organization, may before giving the Notice of Award request the apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid price. If the apparent Successful BIDDER declines to make any such substitution, CITY may award the contract to the next lowest BIDDER whose bid is determined to be the most advantageous to the CITY taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID or the code if none are provided in the INVITATION

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

TO BID that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The BIDDER declining to make requested substitutions would not constitute grounds for sacrificing the Bid Security of any BIDDER.

- 6.3 No BIDDER shall be required to employ any Subcontractor, other person or organization against whom BIDDER has reasonable objection.

7. Bid Form:

- 7.1 The Bid Form is included with the Solicitation Documents.
- 7.2 All blanks on the Bid Forms must be completed in ink or be typed. The bid price of each item on the form must be stated in words and numerals: in case of conflict, words will take precedence. Whiteout of prices or words and numerals on Bid Form is not permitted.
- 7.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign). The corporate seal must be affixed and attested by the secretary or an assistant secretary or notarized by a licensed Notary together with a corporate Resolution authorizing the submittal of the bid. The corporate address and state of incorporation must be shown below the signature.
- 7.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 7.5 All names must be typed or printed below the signature. The signer shall date all signatures.
- 7.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 7.7 The address and telephone number for communications regarding the Bid must be shown.

8. SUBMISSION OF BIDS:

- 8.1 Bids shall be submitted before the time and at the place indicated in the Notice to Bidders.
- 8.2 All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at:

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>.

Bids will not be considered and cannot be entered online after the above referenced date.

- 8.3 More than one Bid received for the same work from an individual, firm or partnership, a Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any BIDDERS is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidders is interested. If there are reasonable grounds for believing that collusion exists among the BIDDER, the Bids of participants in such collusion will not be considered.

9. Modification and Withdrawal of Bids:

- 9.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 9.2 If within twenty-four (24) hours after Bids are opened, any BIDDER files a duly signed, written notice with CITY and promptly thereafter demonstrates to the reasonable satisfaction of CITY that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Bid Documents.

10. Opening of Bids:

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

11. Bids to Remain Subject to Acceptance:

- 11.1 All bids MAY remain subject to acceptance for sixty (60) days after the day of the Bid opening, but CITY may, in its sole discretion, release any Bid and return any Bid security prior to that date.
- 11.2 Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between CITY, the Successful BIDDER, and the surety, if any, for the Successful BIDDER.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

12. Award of Contract:

- 12.1 CITY reserves the right to reject any and all Bids, to waive any and all informalities, incompleteness, or irregularities not involving price, time or material changes in the Work, and to negotiate contract terms with the Successful BIDDER, and the right to disregard all nonconforming, nonresponsive, unbalanced, incomplete, irregular, or conditional Bids. Also, CITY reserves the right to reject the Bid of any BIDDER if CITY believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.2 CITY may conduct such investigations as CITY deems necessary to assist in the evaluation of any BIDDER and to establish the responsibility, reputation, work load, qualifications and financial ability of BIDDER, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to CITY's satisfaction within the prescribed time.
- 12.3 The CITY shall not be obligated to any BIDDER to enter into a contract with the BIDDER despite the CITY governing body prospectively awarding the contract to a successful BIDDER. The CITY shall be obligated to any Bidder for the project if and only if the CITY enters into a contract for the project with the Bidder, and further, no action will lie against the CITY to compel CITY to execute any such contract, or to recover from the CITY any damages, costs, lost profits, expenses, etc., that BIDDER may incur if the CITY chooses not to sign such contract. By bidding on this project, all BIDDERS acknowledge and agree that no enforceable contractual relationship arises until the CITY signs the contract, and that no action shall lie to require CITY to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the CITY not signing such contract.
- 12.4 If the contract is to be awarded, CITY will give the Successful BIDDER a Notice of Award.
- 12.5 Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in Article 19 of this Document.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

13. Taxes:

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

14. Insurance Requirements:

All Bond and Insurance requirements are described in a separate document included with this solicitation (if applicable).

15. Equal Employment Opportunity Clause

City of Plantation, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all BIDDERS that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

16. Regulations

Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

17. Fiscal Non-Funding Clause

In the event sufficient funds are not budgeted for a new fiscal period, the CITY shall notify the successful BIDDER of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the CITY.

18. Amendment

The awarded BIDDER understands and agrees the contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into the Contract.

19. Assignment

The awarded BIDDER shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the CITY except that claims for the money due or to become due the awarded BIDDER from the CITY under this Contract may be assigned to a financial institution or to a trustee in Bankruptcy without such

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

approval from the CITY. Notice of such transfer or assignment due to Bankruptcy shall be promptly given to the CITY.

20. Cone of Silence:

Once the Solicitation has been issued, a Cone of Silence will be implemented. At that time communication with the CITY is limited to George Barber, Procurement Administrator (email address: Gbarber@plantation.org). During the solicitation advertising, review and evaluation process no person shall make any private or separate delivery of marketing information concerning any BIDDER to any elected officers of the CITY, members of the CITY staff or members of the Evaluation Committee.

Cone of Silence shall terminate at the time the CITY makes an award to a BIDDERS(S) that becomes final as a result of no procurement protest being filed or takes other action that ends this solicitation.

Any action of a BIDDER in violation of this may be cause for disqualification of the BIDDER.

21. Alternative Products:

When bidding on an Alternative Product “or equal,” Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains. All deviations from the specifications must be noted in detail by the BIDDER. Any deviation from the specifications as written and accepted by the CITY may be grounds for rejection of the material and/or equipment when delivered.

22. Equal Product:

Manufacturer’s brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer’s items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

END OF DOCUMENT

EXHIBIT “C”
(Insurance Requirements)

INSURANCE REQUIREMENTS

Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "Additional Insured" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "Your Work" as defined in the insurance policy and liability arising out of the products & completed operations hazard.

Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **\$1,000,000** Each Occurrence, and **\$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

INSURANCE REQUIREMENTS

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies.
City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of 1,000,000.

Waiver of Subrogation

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty (30) days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

Schedule

Limits

Commercial General Liability	\$1,000,000 Each Occurrence
Blanket Contractual Liability	\$2,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	\$1,000,000 Combined Single Limit
Broad Form Property Damage	\$1,000,000 Each Occurrence
Blanket X,C,U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	\$1,000,000 Each Accident
Disease Policy Limit	\$1,000,000



INSURANCE REQUIREMENTS

Bonds:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

Insurance Summary:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.
- E. The City requires a “thirty (30) day notice of cancellation” on all certificates of insurance.
- F. The City requires a “wavier of subrogation” for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ ALL THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

CONTRACTOR

DATE

CITY OF PLANTATION

EXHIBIT “D”
(Submitted Documentation
as Required by the City)

OFFICE OF THE MAYOR

Lynn Stoner,
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Denise Horland, President
Erik Anderson, President Pro Tem
Jennifer Andreu
Timothy J. Fadgen
Nick Sortal

ADDENDUM NO. 1

ITB No. 088-21

Supply and Delivery of Sodium Hypochlorite

DATE OF ADDENDUM: August 10, 2021

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 088-21.

Questions are in **bold**, City responses are in red.

Question No. 1 – **What will be the term of the agreement**

Response No. 1 – **The City intends to enter into an initial one-year term with the option to renew for four (4) additional one-year renewal periods.**

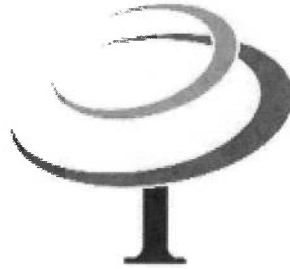
Bids **must** be submitted on or before **September 14, 2021 @ 11:00 A.M.** Bids must be submitted electronically **ONLY** via the Demand Star website (<https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>).

All other terms, conditions and specifications remain unchanged for ITB No. 088-21.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

VENDOR'S NAME: Allied Universal Corporation

CITY OF PLANTATION



Plantation
the grass is greener®

INVITATION TO BID

ITB NO. 088-21

“SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE – TERM CONTRACT”

BID OPENING DATE: SEPTEMBER 14, 2021

BID OPENING TIME: 11:00AM

BID REQUIREMENTS

BID BOND – N/A

LIQUIDATED DAMAGES – N/A

PUBLIC CONSTRUCTION BOND – N/A

CONTACT PERSON: GEORGE BARBER

ADDRESS: 400 NW 73RD AVENUE, PLANTATION, FL 33317

EMAIL: GBARBER@PLANTATION.ORG

PHONE NUMBER: 954-797-2205

PROCUREMENT DEPARTMENT

CITY OF PLANTATION



Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2205
Fax: (954) 797-2649

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LEGAL ADVERTISEMENT

INVITATION TO BID # 088-21; SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE

August 6, 2021

The Sun Sentinel
333 SW 12 Avenue
Deerfield Beach, FL 33442

Attention: Legal Advertisement Department

Please publish the following Notice to Bidders in your Fort Lauderdale News ONLY, TWO TIMES, one time in two consecutive issues, as soon as possible:

Supply and Delivery of Sodium Hypochlorite
CITY OF PLANTATION

All Responses will be received electronically via the Demand Star website on or before **11:00 am. on Tuesday, September 14, 2021.** Bid Documents may be obtained electronically at:

<https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>.

Bids will not be considered and cannot be entered online after the above referenced date.

If a Bid Bond is required for this solicitation the original bid bond shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

All questions may be addressed in writing to the George Barber, Procurement Administrator, 400 NW 73 Avenue Plantation, Florida. George Barber can be reached at 954-797-2205, Monday Through Friday, 8AM to 4:30PM, Email: Gbarber@plantation.org.

The City reserves the right to reject any and all bids and to accept the one that is in the best interests of the City.

NOTICE TO BIDDERS

INVITATION TO BID # 088-21; SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE

The City of Plantation, Florida is soliciting bids for *Supply and Delivery of Sodium Hypochlorite*. The project will generally consist of, but is not limited to, the following:

The City is requesting bids for the supply and delivery of sodium hypochlorite.

Bid Documents may be obtained electronically at:

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>.

Bids will not be considered and cannot be entered online after the above referenced date and time. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before **11:00 am. on Tuesday, September 14, 2021.**

If a Bid Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

Detailed specifications containing Instructions and Bid Forms may be obtained from George Barber in the Procurement Department, 400 NW 73 Avenue, Plantation or through the Plantation website of www.Plantation.org. The bid may also be obtained from the www.Demandstar.com website. All questions may be addressed in writing to the **Procurement Administrator, George Barber**, 400 NW 73rd Avenue, Plantation Florida 33317. George Barber can be reached at 954-797-2205, Monday through Friday, 8AM to 4:30PM, Email: Gbarber@plantation.org.

Pursuant to Broward County Ordinance No. 2011-19 and City of Plantation Resolution No. 12242, this solicitation requires that each BIDDER must be registered as a Vendor with the CITY prior to or contemporaneous with submitting a Bid. Vendor registration can be completed at www.Plantation.org.

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

1. Defined Terms:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 BIDDER: One who submits a Bid directly to CITY, as distinct from a sub-Bidder, who submits a bid to a BIDDER
- 1.2 CITY REP: City of Plantation, Procurement Administrator
- 1.3 CITY: The City of Plantation, a Florida municipal corporation
- 1.4 CONTRACTOR: The BIDDER with whom CITY enters into a Contract for the Work.
- 1.5 The words ‘proposal’ and ‘bid’ for this proposal are considered interchangeable.

2. Copies of Bidding Documents:

- 2.1 Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website <https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>
- 2.2 Complete sets of Bid Documents shall be used in preparing Bids, neither CITY nor the CITY REP that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. Qualifications of Bidders:

No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said CITY, or who is deemed irresponsible or unreliable by CITY. The CITY shall have no liability to any Successful BIDDER unless and until the CITY executes a contract with such Successful BIDDER.

CITY shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all CITY’s expectations with respect to performance can be met and that the requirements and scope of the Contract Work are clearly understood.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

4. Examination of Bid Documents and Site:

- 4.1 Before submitting a Bid, each BIDDER(s) must (a) examine the Bid Documents thoroughly; (b) visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) familiarize themselves with Federal, State, and local laws, ordinances, Florida Building Code or other applicable construction codes, rules and regulations affecting the performance, cost, progress, or furnishing of the Work; (d) study and carefully correlate their observations with the requirements of Contract Documents, and (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 BIDDERS should also note any references made to the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance, cost, progress or furnishing of the Work which have been relied upon by CITY REP in preparing the Drawings and Specifications, if any. CITY will make copies of such surveys and reports, which are not bound into these documents, available to any BIDDER requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bid Documents.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the BIDDER that they have complied with every requirement of this Article 4 and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.4 Any information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to CITY and CITY REP by owners of such Underground Facilities or others, and neither CITY nor CITY REP assumes responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in SUPPLEMENTARY CONDITIONS.
- 4.5 SUPPLEMENTARY CONDITIONS, if any, may identify for limited reliance by the CONTRACTOR certain specified technical data. These (as well as other documents) should be reviewed.
- 4.6 Before submitting a Bid, each BIDDER will, at its own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which BIDDER deems necessary to determine their Bid price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

- 4.7 On request in advance, CITY will provide each BIDDER access to the site to conduct explorations and tests as each BIDDER deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.8 The lands upon which the Work is to be performed, and the right-of-ways and easements for access thereto and other lands designated for use in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or construction operations are to be provided by the CONTRACTOR.

5. Interpretations and Addenda:

All questions about the meaning or intent of the Bid Documents shall be submitted to CITY REP in writing. Interpretations or clarifications considered necessary by CITY REP in response to such questions will be issued by Addenda and posted to the Demand Star website by CITY'S Procurement Department. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the option of the CITY. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

6. Subcontractors, Suppliers and Others:

- 6.1 CITY requires the identity of major Subcontractors working on the project and Suppliers of unique material or products to be submitted to CITY in advance of the Notice of Award the apparent Successful BIDDER. Any other BIDDER requested by City in writing will, within seven (7) calendar days, submit to CITY a list of all Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for portions of this Project. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualifications for each identified Subcontractor, Supplier, person and organization.
- 6.2 If CITY or CITY REP after due investigation has reasonable objection any proposed Subcontractor, Supplier or other person or organization, may before giving the Notice of Award request the apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid price. If the apparent Successful BIDDER declines to make any such substitution, CITY may award the contract to the next lowest BIDDER whose bid is determined to be the most advantageous to the CITY taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID or the code if none are provided in the INVITATION

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

TO BID that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The BIDDER declining to make requested substitutions would not constitute grounds for sacrificing the Bid Security of any BIDDER.

- 6.3 No BIDDER shall be required to employ any Subcontractor, other person or organization against whom BIDDER has reasonable objection.

7. Bid Form:

- 7.1 The Bid Form is included with the Solicitation Documents.
- 7.2 All blanks on the Bid Forms must be completed in ink or be typed. The bid price of each item on the form must be stated in words and numerals: in case of conflict, words will take precedence. Whiteout of prices or words and numerals on Bid Form is not permitted.
- 7.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign). The corporate seal must be affixed and attested by the secretary or an assistant secretary or notarized by a licensed Notary together with a corporate Resolution authorizing the submittal of the bid. The corporate address and state of incorporation must be shown below the signature.
- 7.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 7.5 All names must be typed or printed below the signature. The signer shall date all signatures.
- 7.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 7.7 The address and telephone number for communications regarding the Bid must be shown.

8. SUBMISSION OF BIDS:

- 8.1 Bids shall be submitted before the time and at the place indicated in the Notice to Bidders.
- 8.2 All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at:

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>.

Bids will not be considered and cannot be entered online after the above referenced date.

- 8.3 More than one Bid received for the same work from an individual, firm or partnership, a Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any BIDDERS is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidders is interested. If there are reasonable grounds for believing that collusion exists among the BIDDER, the Bids of participants in such collusion will not be considered.

9. Modification and Withdrawal of Bids:

- 9.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 9.2 If within twenty-four (24) hours after Bids are opened, any BIDDER files a duly signed, written notice with CITY and promptly thereafter demonstrates to the reasonable satisfaction of CITY that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Bid Documents.

10. Opening of Bids:

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

11. Bids to Remain Subject to Acceptance:

- 11.1 All bids MAY remain subject to acceptance for sixty (60) days after the day of the Bid opening, but CITY may, in its sole discretion, release any Bid and return any Bid security prior to that date.
- 11.2 Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between CITY, the Successful BIDDER, and the surety, if any, for the Successful BIDDER.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

12. Award of Contract:

- 12.1 CITY reserves the right to reject any and all Bids, to waive any and all informalities, incompleteness, or irregularities not involving price, time or material changes in the Work, and to negotiate contract terms with the Successful BIDDER, and the right to disregard all nonconforming, nonresponsive, unbalanced, incomplete, irregular, or conditional Bids. Also, CITY reserves the right to reject the Bid of any BIDDER if CITY believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.2 CITY may conduct such investigations as CITY deems necessary to assist in the evaluation of any BIDDER and to establish the responsibility, reputation, work load, qualifications and financial ability of BIDDER, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to CITY's satisfaction within the prescribed time.
- 12.3 The CITY shall not be obligated to any BIDDER to enter into a contract with the BIDDER despite the CITY governing body prospectively awarding the contract to a successful BIDDER. The CITY shall be obligated to any Bidder for the project if and only if the CITY enters into a contract for the project with the Bidder, and further, no action will lie against the CITY to compel CITY to execute any such contract, or to recover from the CITY any damages, costs, lost profits, expenses, etc., that BIDDER may incur if the CITY chooses not to sign such contract. By bidding on this project, all BIDDERS acknowledge and agree that no enforceable contractual relationship arises until the CITY signs the contract, and that no action shall lie to require CITY to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the CITY not signing such contract.
- 12.4 If the contract is to be awarded, CITY will give the Successful BIDDER a Notice of Award.
- 12.5 Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in Article 19 of this Document.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 088-21

13. Taxes:

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

14. Insurance Requirements:

All Bond and Insurance requirements are described in a separate document included with this solicitation (if applicable).

15. Equal Employment Opportunity Clause

City of Plantation, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all BIDDERS that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

16. Regulations

Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

17. Fiscal Non-Funding Clause

In the event sufficient funds are not budgeted for a new fiscal period, the CITY shall notify the successful BIDDER of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the CITY.

18. Amendment

The awarded BIDDER understands and agrees the contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into the Contract.

19. Assignment

The awarded BIDDER shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the CITY except that claims for the money due or to become due the awarded BIDDER from the CITY under this Contract may be assigned to a financial institution or to a trustee in Bankruptcy without such

INSTRUCTIONS TO BIDDERS

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approval from the CITY. Notice of such transfer or assignment due to Bankruptcy shall be promptly given to the CITY.

20. Cone of Silence:

Once the Solicitation has been issued, a Cone of Silence will be implemented. At that time communication with the CITY is limited to George Barber, Procurement Administrator (email address: Gbarber@plantation.org). During the solicitation advertising, review and evaluation process no person shall make any private or separate delivery of marketing information concerning any BIDDER to any elected officers of the CITY, members of the CITY staff or members of the Evaluation Committee.

Cone of Silence shall terminate at the time the CITY makes an award to a BIDDERS(S) that becomes final as a result of no procurement protest being filed or takes other action that ends this solicitation.

Any action of a BIDDER in violation of this may be cause for disqualification of the BIDDER.

21. Alternative Products:

When bidding on an Alternative Product “or equal,” Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains. All deviations from the specifications must be noted in detail by the BIDDER. Any deviation from the specifications as written and accepted by the CITY may be grounds for rejection of the material and/or equipment when delivered.

22. Equal Product:

Manufacturer’s brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer’s items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

END OF DOCUMENT



SCOPE OF SERVICES

PURPOSE AND INTENT

The sole purpose and intent of this Invitation to Bid is to establish a firm fixed term contract for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads to various locations throughout the City of Plantation for the Utilities Department.

TECHNICAL REQUIREMENTS (Hypochlorite Solution, Bleach)

Product specifications (as per AWWA Standard B-300-99 latest version)

- Trade name: Hypochlorite Solution, Bleach
- Chemical formula: NaOCl
- Specific gravity: at 20C -1.1 - 1.2
- Molecular weight: 74.5
- Appearance: Light-yellow to green clear liquid solution
- Solubility in water: Complete
- Freezing Temperature: minus 7C to minus 10C

STANDARDS

- Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Contractor to inform the participating agency that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification may constitute sufficient grounds for immediate termination of the contract between the participating agency and the Contractor.
- Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine (i.e., 12.0 Trade Percent).
- Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.
- Hypochlorite delivered under this contract shall meet the following containment concentration limits:
 - Iron < 0.3 mg/L
 - Copper < 0.03 mg/L
 - Nickel < 0.03 mg/L
 - Chlorate < 1,500 mg/L
 - Bromate < 20 mg/L
 - Perchlorate < 20 mg/L
 - Filter Test Time (1000 ml) < 3 minutes

SCOPE OF SERVICES

- Sampling and testing shall be in accordance with EPA and AWWA B300-04 standards and in accordance with the documents titled: “The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach” and “Suspended Solids Quality Test for Bleach Using Vacuum Filtration”, distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.

CONTRACTOR RESPONSIBILITIES:

- Shipments shall bear warning labels as specified by USDOT regulations.
- Successful bidder’s vehicle shall be equipped with a 2” Cam Lock Filler Nozzle for product dispensing (unload).
- The delivery site(s) is located within a well field zone. Proper handling and delivery procedures shall comply with the Department of Environmental Resources Management (ERM) requirements.
- Product shall be delivered in thoroughly cleaned tank trucks. City of Plantation reserves the right to order in quantities less than a tanker load (LTL).

Delivery Reports:

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City. The report shall contain the following data:

- Date & Time of Manufacture
- Percent by weight of:
 1. Sodium Hypochlorite
 2. Available Chlorine
 3. Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the City unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

Deliveries shall be Monday – Friday, 7:00am – 5:00pm

Item No. 1- Tanker load is 5,000 gallons

Item No. 2- Tanker load is 5,000 gallons (Split between two City of Plantation locations)

SCOPE OF SERVICES

CLEAN TANK GUARANTEE:

At any time during the performance of this Agreement, if the City has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall clean out the tank at no charge to the City within seven (7) days, unless such timeframe is extended by the City. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to the City for the approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of the City. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the City. Failure of the Contractor to clean out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the City) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the City and the Contractor.

DELIVERY LOCATIONS ARE AS FOLLOWS:

ITEM #1	ESTIMATED ANNUAL USAGE (per year)
Regional Wastewater Treatment Plant 6500 NW 11 Place Plantation, Florida 33313	82,000 gallons
ITEM #2	ESTIMATED ANNUAL USAGE (per year)
East Water Treatment Plant 500 NW 65 Ave Plantation, Florida 33317	85,000 gallons
Central Water Treatment 700 NW 91 Avenue Plantation, Florida 33324	95,000 gallons

END OF SPECIFICATIONS

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

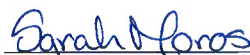
BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:



Typed name: _____



Typed name: _____

BIDDER:

By: Allied Universal Corporation

Name: Cristhianne Munguia

Title: Bid Coordinator

NON-COLLUSION CERTIFICATION

NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of personal acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

NOTARY BLOCK FOR A CORPORATION

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9/8/21 (date) by Crishtianne Munguia (name of officer or agent, title of officer or agent), of Allied Universal (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced personally known (type of identification) as identification.

My commission expires: _____


NOTARY PUBLIC

NON-COLLUSION CERTIFICATION

NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of member, manager, officer, or agent, title of member, manager, officer or agent), of _____ (name of company acknowledging), a _____ (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:

NOTARY PUBLIC

REFERENCES

Please provide the names of three (3) **Governmental Agency** contract references. The references must be current or former clients with a similar engagement within the past 3 years.

NAME: Jon Hansen	POSITION:
ENTITY: Miami Dade Water & Sewer	
PHONE: 786-236-7625	E -MAIL ADDRESS: jon.hansen@mimidade.gov
ADDRESS: 700 West 2nd Avenue Hialeah, FL 33011	
PROJECT: Supply and delivery of Sodium Hypochlorite	
COMPLETION DATE/STATUS: On-Going	

NAME: Heath Laufenberg	POSITION: Plant Superintendent
ENTITY: City of Ft. Myers	
PHONE: 239-321-7574	E -MAIL ADDRESS: hlaufenberg@cityftmyers.com
ADDRESS: 1501 Raleigh Street Fort Myers, FL 33902	
PROJECT: Supply and delivery of Sodium Hypochlorite	
COMPLETION DATE/STATUS: On-Going	

NAME: Ted Petrides	POSITION: Director of Plant Operations
ENTITY: City of Sunrise	
PHONE: 954-888-6035	E -MAIL ADDRESS: tpetrides@sunrisefl.gov
ADDRESS: 777 Sawgrass Corporate Parkway Sunrise, FL 33325	
PROJECT: Supply and delivery of Sodium Hypochlorite	
COMPLETION DATE/STATUS: On-Going	

GENERAL TERMS AND CONDITIONS

TEST AND INSPECTION

It shall be the Awardee's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the award. The CITY of Plantation reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.

QUALITY AND QUALITY CONTROL

A system of test and inspection shall be used to ensure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately and resolved at no expense to the CITY.

NON-CONFORMANCE:

Any units not conforming to exact specifications may be rejected and it will be the responsibility of the Manufacturer and/or CONTRACTOR to conform with the requirements unless deviations have been specifically cited by the CONTRACTOR and acceptance, by the CITY, made on the basis of the exception. If the materials, supplies or equipment provided does not meet the specification criteria, it will be returned to the vendor at the vendor's expense with no cost or penalty to The CITY whatsoever.

EVALUATION:

The CITY will evaluate the performance of any newly installed equipment or purchased service. If the equipment's performance is unacceptable or the service does not meet The CITY'S requirements, the CONTRACTOR agrees to provide new replacement equipment or make necessary corrections or modifications at no additional cost to the CITY. The acceptability of the proposed corrections or modifications and the decision to allow corrections or modifications to be made lies solely with the CITY.

PATENTS, TRADEMARKS AND COPYRIGHT:

The CONTRACTOR warrants that the equipment/materials furnished and/or services rendered on this order, do not infringe any patent, registered trademark or copyright, and agrees to hold The CITY harmless in the event of any infringement or claim thereof.

COMPLIANCE WITH LAWS AND REGULATIONS:

The CONTRACTOR, by acceptance of an order resulting from this Written Bid, warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend the CITY against any loss, cost, liability or damage by reason of CONTRACTOR'S violation of this paragraph.

WARRANTY.

1. It shall be the Awardee's responsibility to submit at the time of shipment the original manufacturer's warranty for the materials supplied. CONTRACTOR shall submit, in writing, a detailed explanation of the procedure(s) that they will follow to accomplish the replacement, with their bid. Replacement shall be finalized within 21 working days of reporting the defect.
2. The CONTRACTOR shall, upon acceptance of the good or service by the City, transfer all manufacturer warranties for the goods and services purchased to the City.
3. The CONTRACTOR warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, CONTRACTOR warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.
4. The CONTRACTOR warrants against defective or faulty workmanship of CONTRACTOR installed or crafted equipment or materials which appear within one (1) year after final acceptance of the goods and services by the City.

ALTERNATIVE PRODUCTS: When bidding on an Alternative Product "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any CONTRACTOR to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the CONTRACTOR. Any deviation from the specifications as written and accepted by the CITY may be grounds for rejection of the material and/or equipment when delivered.

EQUAL PRODUCT: Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications,

GENERAL TERMS AND CONDITIONS

brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

QUANTITIES: When quantities are estimated they are not to be construed as firm or guaranteed. The CITY reserves the right to increase/decrease the stated estimated as necessary to meet actual requirements.

OSHA: The CONTRACTOR warrants that the product supplied to the CITY of Plantation shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the CONTRACTOR responsible for same (If applicable).

EXCEPTIONS: The intent of this specification is not to eliminate any prospective CONTRACTOR from competing in the bidding process, provided the specification is met or exceeded. Exceptions to the specifications outlined shall be allowed assuming the following criterion: The noted exceptions taken meet or exceed the function, quality, and protective requirements designated by the specification. In addition, each exception shall be identified by section number and thoroughly described in a word document or PDF file and included in the bid package at time of submittal.

SCRUTINIZED COMPANY CERTIFICATION: The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY

COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL.

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

COMPLIANCE UNDER SECTION 119.0701 FLORIDA STATUTES, ON PUBLIC RECORDS

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

GENERAL TERMS AND CONDITIONS

E-VERIFY

1) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Registration Requirement; Termination

Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Plantation. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Plantation; and
- c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

PAYMENT

The CITY'S payment terms shall be thirty days (30) from approval by the City of the purchase of the service or equipment.

TAXES

The CITY of Plantation is exempt from Federal Excise Taxes and all sales taxes. The CITY of Plantation tax number is 85-8012646337C-9.

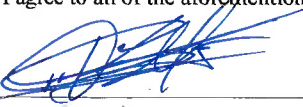
PERMITS

The Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits and licenses, etc. and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all public utility charges or fees to other government agencies, where applicable.

FLORIDA BUSINESS CORPORATION ACT

A Vendor must be authorized to transact business in the State of Florida pursuant to section 607.1501 of the Florida Statutes. Vendor must have or obtain a certificate of authority from the Department of State.

By signing this document, I agree to all of the aforementioned terms and conditions that are applicable to this written informal bid

Authorized Signature:  Date: 9/8/2021

Print/Type Name: Cristhianne Munguia

Print/Type Company Name: Allied Universal Corporation

BID FORM

Bidding Company's Name: Allied Universal Corporation

Address: 3901 NW 115 Avenue., Miami, FL 33178

Phone: 305-88-2623

Email: Bids@Allieduniversal.com

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

SOLICITATION NAME: Supply and Delivery of Sodium Hypochlorite
ITB No. 088-21
City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned BIDDER proposes and agrees if this bid is accepted, to enter an agreement with the CITY to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation. This bid will remain open for thirty days after the day of Bid Opening.

- A. BIDDER has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:

[] August 10, 2021
[]
[]

ADDENDA NUMBER:

[#1]
[]
[]

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over CITY.
- C. BIDDER shall complete/furnish the work/equipment for the following price. It is the CITY'S intent to award a contract to the lowest, responsive, and responsible BIDDER.

BID FORM

TOTAL BASE BID AMOUNT:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Offer
1.	Sodium Hypochlorite (NaOCl, Bleach) as specified herein TANKER LOAD Manufacturer offered: <u>Allied Universal Corporation</u>	Gallon	82,000	<u>\$0.78/gl</u>	<u>\$63,960.00</u>
2.	Sodium Hypochlorite (NaOCl, Bleach) as specified herein Tanker load is 5,000 gallons (Split between two of Plantation locations) Manufacturer offered: <u>Allied Universal Corporation</u>	Gallon	180,000	<u>\$0.768/gl</u>	<u>\$138,240.00</u>

***The City reserves the right to multi-award both item numbers.**

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.

The undersigned also agrees as follows:

To do any extra work not covered by the foregoing Schedule of Price which may be ordered by the CITY, and to accept as full compensation therefore, such prices may be agreed upon in writing by the CITY and the BIDDER.

SUBMITTED ON 9/8 2021

SIGNATURE OF BIDDER: _____



PRINT NAME: Cristhianne Munguia

TITLE (if any): Bid Coordinator

ADDRESS: 3901 NW 115 Avenue, Miami, FL 33178

Incorporated under the laws of the State of Florida.

Bid Checklist and Summary Form

To comply with the City of Plantation's solicitation guidelines, this Bid Checklist Summary Form is required for all solicitations exceeding \$25,000.00 or more.

This form must be signed and included with the bid submittal in addition to the required bid documents of this solicitation. Failure to do so may result in your bid submittal being considered non-responsive.

Bidder's Name: Allied Universal Corporation Date: 9/8/2021

Base Bid Total: \$202,200.00

Plantation Local Business pursuant to Section 2-227 of City's Code: Yes ☐ or No ☒

Disadvantaged Business Enterprise: Yes ☐ or No ☒

Submitted Forms:

☒ Non-Collusion Certification Form

☒ References

☒ General Terms and Conditions Form

☒ Bid Form

☒ Addendums

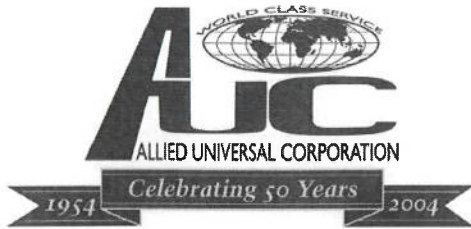
When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

Are you submitting an equivalent product: Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

Signature: 

Printed Name: Cristhianne Munguia



Corporate Office
3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Hypochlorite to City of Plantation.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 29th day of June 2021.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

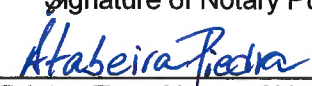
Sworn to (or affirmed) and Subscribed before me.

By means of ☒ physical presence or ☐ online notarization.

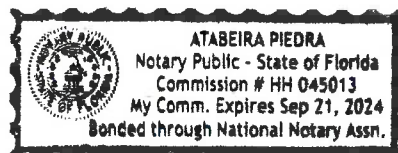
This 8th day of September, 2021

By: 
Jim Palmer, President – CEO
Allied Universal Corporation
3901 NW 115 Avenue
Miami, FL 33178




Signature of Notary Public.

Print or Type Name of Notary

(Notary Seal)



Personally Known ☒
Or Produced Identification ☐

Type of Identification Produced

8350 NW 93 Street
Miami, Florida 33166
AUC - 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC - 772-464-6195

5215 W. Tyson Avenue
Tampa, Florida 33611
CFI - 813-832-4868

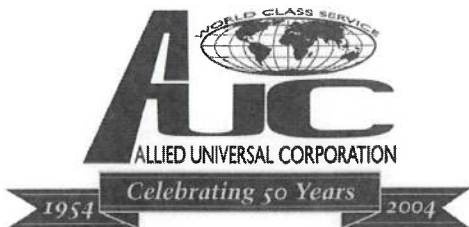
14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC - 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC - 912-267-9470

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2



Corporate Office
3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

AFFIDAVIT

This is to certify that as required, all Sodium Hypochlorite solution to be furnished to City of Plantation will comply with the AWWA B300-99 Standards and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

Sworn to (or affirmed) and Subscribed before me.

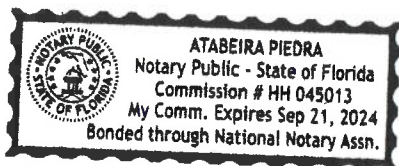
By means of ☒ physical presence or ☐ online notarization.

This 8th day of September, 2021

By: _____

Cristhianne Munguia
Bid Coordinator

(Notary Seal)



Signature of Notary Public.

Atabeira Piedra

Print or Type Name of Notary

Personally Known ☒

Or Produced Identification ☐

Type of Identification Produced

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Miami, Florida 33166
AUC - 305-888-2623

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ANT 1 - 772-464-6195

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Palmetto, Florida 34221
ANT 2



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, September 03, 2021** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[Company Name=Allied+Universal+Corporation&Chemical Name=Sodium+Hypochlorite&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

[Visit this company's website](#)

(<http://www.allieduniversal.com>)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% -	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Pierce, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Facility : Miami, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine	Disinfection & Oxidation	100mg/L

By Weight

Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Facility : Tampa, FL**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84 mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Facility : Brunswick, GA

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	74mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	74mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	87mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation

3901 Northwest 115 Avenue

Miami, FL 33178

United States

305-888-2623

[Visit this company's website](#)

<http://www.allieduniversal.com>

Facility : # 3 USA

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 2

Number of matching Products is 49

Processing time was 1 seconds

SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hypochlorite, 10-15% Solution		
Other means of identification			
SDS number	AUC-004		
Synonyms	Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo		
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes		
Recommended restrictions	None known.		
Manufacturer/Importer/Supplier/Distributor information			
Manufacturer			
Company name	Allied Universal Corporation		
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States		
Telephone	General:	1-305-888-2623	
	24-Hour alert:	1-786-522-0207	
Website	www.allieduniversal.com		
E-mail	Not available.		
Contact person	Operations Department		
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)	
Supplier	Refer to Manufacturer		

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
-------------------------------------	---

Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize. Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13.
Environmental precautions	Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
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Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3
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US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
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Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3
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US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
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SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3
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Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection**Hand protection**

Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other

Where contact is likely, wear chemical-resistant gloves, chemical protective clothing, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection

Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Particulate filter.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties**Appearance**

Clear yellow/green liquid.

Physical state

Liquid.

Form

Liquid.

Color

Clear to yellow/green.

Odor

Pungent. Chlorine-like.

Odor threshold

Not available.

pH

11 - 13

Melting point/freezing point

-150 °F (-101.11 °C)

Initial boiling point and boiling range

> 212 °F (> 100 °C)

Flash point

Not Applicable

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits**Flammability limit - lower (%)**

Not Applicable

Flammability limit - lower (%) temperature

Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.165-1.23

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LD50	Rabbit	No Data in Literature
Inhalation		
LC50	Rat	No Data in Literature
Oral		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
Dermal		
LD50	Rabbit	> 10000 mg/kg
Inhalation		
LC50	Rat	> 5.25 mg/l/4h
Oral		
LD50	Rat	8910 mg/kg
Skin corrosion/irritation	Hazardous by OSHA criteria. Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.	
Serious eye damage/eye irritation	Hazardous by OSHA criteria. Causes serious eye damage. Serious eye damage/eye irritation - Category 1	
Respiratory or skin sensitization		
Respiratory sensitization	Not expected to be a respiratory sensitizer.	
Skin sensitizer	Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.	
	May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.	
Germ cell mutagenicity	Not expected to be mutagenic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Sodium Hypochlorite (CAS 7681-52-9)	3 Not classifiable as to carcinogenicity to humans.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)		
Not listed.		
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.	
Specific target organ toxicity - single exposure	Hazardous by OSHA criteria. May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.	
Specific target organ toxicity - repeated exposure	Not classified as a specific target organ toxicity -repeated exposure.	
Aspiration toxicity	Not expected to be an aspiration hazard.	
Chronic effects	Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.	

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50 Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Components		Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
<i>Acute</i>			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>)	0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTIONS (RQ = 100)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

This product does meet the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

DOT**IATA; IMDG****Marine pollutant****15. Regulatory information****US federal regulations**

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)

Listed.

Sodium Hypochlorite (CAS 7681-52-9)

Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
 Immediate Hazard - Yes
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)

Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)

Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)

Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)

Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

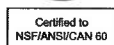
Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	12-03-2020
Version #	04
HMIS	H: 3 F: 0 R: 1
NFPA	H: 3 F: 0 R: 1



List of abbreviations

Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RTECS: Registry of Toxic Effects of Chemical Substances
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values
TWA: Time Weighted Average

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
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Disclaimer

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(Chempendium, RTECs, HSDB, INCHEM)
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OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.



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SODIUM HYPOCHLORITE

AQUA GUARD CHLORINATING SANITIZER

TECHNICAL SALES SPECIFICATION FOR 10.5% WT AVAILABLE CHLORINE (12.3% BY VOLUME AVAILABLE CHLORINE) SODIUM HYPOCHLORITE SOLUTION

CONCENTRATION (LABELED)	10.5% minimum <u>by weight</u> (12.3% Vol) as stated by the U.S. EPA End Use Pesticide Registration
CONCENTRATION (DELIVERED)	11.0% (12.9% Vol) preferred, 10.5% (12.3% Vol) to 11.2% (13.2% Vol) acceptable as measured by a sodium thiosulfate titration with starch indicator resulting in an available chlorine reading <u>by weight</u> .
CONCENTRATION (MINIMUM)	9.50% <u>By weight</u> (11.1% Vol) available chlorine within 30 days of delivery if stored properly.
GUARANTEED STRENGTH	The manufacturer shall guarantee their chlorine strength to be above 9.50% <u>by weight</u> (11.1% Vol) for thirty full days, if the product has been properly stored, or it will be replaced immediately at no charge to the customer.
FILTRATION	Submicron filtration
MANUFACTURING TEMPERATURE	Temperature during manufacturing not to exceed 100°F (37°C).
EXCESS CAUSTIC	Desired range 0.2% WT - 0.4% WT. Excess alkalinity levels below 0.2%, causes a severe stability problem with bleach, especially during the hot summer months.
IRON (Fe)	Typically .30 ppm or less as a result of filtration
NICKEL (Ni)	.02 ppm or less
COPPER	.02 ppm or less
BROMATES	Complies with US Environmental Protection Agency and National Sanitation Foundation (NSF) requirements.
NSF & AWWA	Certified to NSF/ANSI Standard 60. Maximum use in potable water is 100 mg/L. NSF Non Food Compounds Program Listed (3D, B-1, B-2, D-1, D-2, G-4, GX, G-7 and Q-4 - Registration #134106). Sanitizing solution, used as prescribed by 21 CFR 178.1010. Guaranteed by Allied Universal Corporation to meet AWWA Standard B300 for Sodium Hypochlorite.

AGCSSPEC-08/18

Company ID Number: 122833

EMPLOYMENT ELIGIBILITY VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Allied Universal Corporation** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

- A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
- B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 122833

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 122833

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 122833

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 122833

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Allied Universal Corporation

Andrea L Smith

Name (Please type or print)

Title

Electronically Signed

05/28/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 122833

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

05/28/2008

Signature

Date

Company ID Number: 122833

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Allied Universal Corporation

Company Facility Address: 3901 NW 115 Avenue
Miami, FL 33178

Company Alternate Address: 3901 NW 115 Avenue
Miami, FL 33178

County or Parish: MIAMI-DADE

Employer Identification Number: 590776285

North American Industry
Classification Systems Code: 325

Parent Company: _____

Number of Employees: 100 to 499 Number of Sites Verified for: 8

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSISSIPPI 1 site(s)
- FLORIDA 4 site(s)
- ARKANSAS 1 site(s)
- GEORGIA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Tawana Houston		Fax Number:	(305) 392 - 5732
Telephone Number:	(305) 888 - 2623 ext. 131			
E-mail Address:	TawanaH@allieduniversal.com			
Name:	Irene Ham		Fax Number:	(305) 392 - 5732
Telephone Number:	(305) 888 - 2623 ext. 148			
E-mail Address:	IreneH@allieduniversal.com			
Name:	Andrea L. Smith			

Company ID Number: 122833

Telephone Number: (305) 888 - 2623 ext. 124
E-mail Address: AndreaS@allieduniversal.com

Fax Number: (305) 392 - 5732

001252

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL -DO NOT PAY

LBT

4513280

BUSINESS NAME/LOCATION

ALLIED UNIVERSAL CORP
3901 NW 115TH AVE
DORAL FL 33178

RECEIPT NO.

RENEWAL
4711819

EXPIRES

SEPTEMBER 30, 2021

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER

ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

207 ADMIN OFFICE/OPERATION CTR

PAYMENT RECEIVED
BY TAX COLLECTOR

\$135.00 08/14/2020
FPPU14-20-016090

Employee(s) 30

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

State of Florida

Department of State

I certify from the records of this office that ALLIED UNIVERSAL CORP. is a corporation organized under the laws of the State of Florida, filed on January 31, 1955.

The document number of this corporation is 183054.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 7, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of May, 2014*



Ken DeFuria
Secretary of State

Authentication ID: CU4584180504

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Document Number](#) /

Detail by Document Number

Florida Profit Corporation
ALLIED UNIVERSAL CORP.

Filing Information

Document Number 183054
FEI/EIN Number 59-0776285
Date Filed 01/31/1955
State FL
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 06/28/1977
Event Effective Date NONE

Principal Address

3901 NW 115 AVENUE
MIAMI, FL 33178

Changed: 04/27/2001

Mailing Address

3901 NW 115 AVENUE
MIAMI, FL 33178

Changed: 04/27/2001

Registered Agent Name & Address

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI, FL 33178

Name Changed: 04/27/2001

Address Changed: 04/27/2001

Officer/Director Detail

Name & Address

Title CD

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI, FL 33178

Title PD

PALMER, JAMES
3901 NW 115 AVE.
MIAMI, FL 33178

Title T

KOVEN, MICHAEL
3901 NW 115 AVE.
MIAMI, FL 33178

Title VPD

RUBIN, RONALD
3901 NW 115 AVENUE
MIAMI, FL 33178

Title Director, VP

Namoff, Gregory
3901 NW 115 AVENUE
MIAMI, FL 33178

Annual Reports

Report Year	Filed Date
2019	04/09/2019
2020	05/29/2020
2021	04/11/2021

Document Images

04/11/2021 -- ANNUAL REPORT	View image in PDF format
05/29/2020 -- ANNUAL REPORT	View image in PDF format
04/09/2019 -- ANNUAL REPORT	View image in PDF format
04/10/2018 -- ANNUAL REPORT	View image in PDF format
03/31/2017 -- ANNUAL REPORT	View image in PDF format
03/14/2016 -- ANNUAL REPORT	View image in PDF format
04/01/2015 -- ANNUAL REPORT	View image in PDF format
04/07/2014 -- ANNUAL REPORT	View image in PDF format
04/04/2013 -- ANNUAL REPORT	View image in PDF format
04/02/2012 -- ANNUAL REPORT	View image in PDF format
04/22/2011 -- ANNUAL REPORT	View image in PDF format
04/08/2010 -- ANNUAL REPORT	View image in PDF format
03/10/2009 -- ANNUAL REPORT	View image in PDF format
02/08/2008 -- ANNUAL REPORT	View image in PDF format
05/11/2007 -- ANNUAL REPORT	View image in PDF format
04/26/2006 -- ANNUAL REPORT	View image in PDF format
05/31/2005 -- ANNUAL REPORT	View image in PDF format

04/12/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2003 -- ANNUAL REPORT	View image in PDF format
04/29/2002 -- ANNUAL REPORT	View image in PDF format
04/27/2001 -- ANNUAL REPORT	View image in PDF format
04/18/2000 -- ANNUAL REPORT	View image in PDF format
04/22/1999 -- ANNUAL REPORT	View image in PDF format
01/21/1998 -- ANNUAL REPORT	View image in PDF format
02/18/1997 -- ANNUAL REPORT	View image in PDF format
03/18/1996 -- ANNUAL REPORT	View image in PDF format
03/03/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT “E”
(Award Letter)

OFFICE OF THE MAYOR

Lynn Stoner,
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director

**CITY COUNCIL**

Denise Horland, President
Erik Anderson, President Pro Tem
Jennifer Andreu
Timothy J. Fadgen
Nick Sortal

October 7, 2021

Cristhianne Mungia
Allied Universal Corporation
3901 NW 115 Avenue
Miami, Florida 33178
Email: bids@allieduniversal.com

RE: ITB No. 088-21; Purchase and Delivery of Sodium Hypochlorite

Dear Cristhianne Mungia:

This letter is to inform you that the City of Plantation City Council awarded the above referenced bid at their October 6, 2021 meeting Consent Agenda Item No. 15, to Allied Universal Corporation.

After the required protest period has passed (October 10, 2021 @4:30pm), a representative from the Procurement Department will be contacting you to execute a formal agreement.

Pricing Information:

Item No.	Description	Unit	Unit Price
1.	Sodium Hypochlorite (NaOCl, Bleach) as specified herein TANKER LOAD	Gallon	<u>\$0.78/gal</u>
2.	Sodium Hypochlorite (NaOCl, Bleach) as specified herein Tanker load is 5,000 gallons (Split between two of Plantation locations)	Gallon	<u>\$0.768/gal</u>

All equipment and/or services shall comply with "Technical Specifications", identified in/with ITB No. 088-21; Purchase and Delivery of Sodium Hypochlorite.

If you have not already done so, please register as a City of Plantation vendor by visiting our website (www.plantation.org) and completing the proper application.

Note: The City shall not be obligated to any Bidder to enter into a contract or issue a purchase order with the Bidder despite the City governing body prospectively awarding the Project to a successful Bidder. The City shall be obligated to any Bidder for the project if and only if the CITY enters into a contract or issues a purchase order for the Project with the Bidder, and further, no action will lie against the City to compel the City to execute any such contract or purchase order, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order.

If you have any questions, please do not hesitate to contact me.

Respectfully,

George Barber, NIGP-PPA
Procurement Administrator
Email: Gbarber@Plantation.org



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Piggyback Purchase of Vehicle and Budget Amendment <i>Building Services</i>		
Requested Action		
Recommend to approve a piggyback purchase from the Sourcewell (Formerly NJPA) contract number 2022 120716-NAF with Alan Jay Fleet Sales to purchase one 2022 Ford F-150 and budget amendment in the amount of \$30,079.		
Staff Report		
The Procurement Services Department and the Building Services Department recommend approval of the above action. At the request of the Building Services Department, the Procurement Services Department sought a contract from Sourcewell (formerly NJPA) number 2022 120716-NAF, to purchase one 2022 Ford F-150 truck. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2211-001 to notify local vendors of the City's intent to utilize other governmental agency contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The Sourcewell contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The total cost of the new vehicle is \$30,079. A budget amendment in the amount of \$30,079 from Building Services Reserves is being requested for the purchase of the vehicle. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing.		
Additional Analysis		
Fiscal Impact Summary		
The current year approved budget does not have funds budgeted for this purchase. A budget amendment to the Building Services Fund, in the amount of \$30,079 is recommended. Department Account Code: 11524-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2211-001	RFI 2211-001.pdf	
2. Sourcewell Vehicle Quote	NJPA-CLERMONT, CITY OF-X1E 100A_34742-1_Quote.pdf	



REQUEST FOR INFORMATION

Intent to Utilize Intent to Utilize the Sourcewell Contract to Purchase Vehicle

CONTACT INFORMATION: Ramsey Jimenez, MPA Senior Procurement Agent EMAIL: rjimenez@clermontfl.org Phone: (352) 241-7350	RFI No. 2211-001	ISSUED DATE: November 9, 2021
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>November 17, 2021 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

Responses may be submitted electronically to the Procurement Services Director by email.

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Building Services

(b) Company Information: Alan Jay Fleet Sales

(c) Contract Number and Title: Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services 2022 120716-NAF

(d) Length of Contract: From January 17, 2021 to January 17, 2022

(e) Product or Service Provided: Purchase of one (1) FORD F-150 SUPER CAB 4WD XL 6.5' BED 145"

2 – ACTION TO BE TAKEN

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

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



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	34742-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
11/5/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
11/5/2021

REQUESTING AGENCY	CLERMONT, CITY OF			
CONTACT PERSON	MARK GRENIER	EMAIL	mgrenier@clermontfl.org	
PHONE	352-241-7311	MOBILE	FAX 352-394-3542	

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2022 120716-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL X1E 100A MSRP \$38,500.00

2022 FORD F-150 SUPER CAB 4WD XL 6.5' BED 145" WB

CUSTOMER ID BASE VEHICLE PRICE \$26,619.00

BED LENGTH 6.5' BED

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR.	\$0.00
99B 44G	Engine: 3.3L V6 PFDI, Transmission: Electronic 10-Speed Automatic	\$0.00
XL6	3:73 E-LOCKING REAR DIFFERENTIAL	\$465.00
85A	XL Power Equipment Group (w/100A, Requires valid FIN code.) -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm	\$1,165.00
53A	Trailer Tow Package (Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S).) -inc: Towing capability up to TBD lbs, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness w/7-pin-to-4-pin adapter and smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available.), Integrated Trailer Brake Controller	\$970.00
18B	BLACK PLATFORM RUNNING BOARDS	\$245.00
153	FRONT LICENSE PLATE BRACKET	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.		\$615.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00

CONTRACT OPTIONS \$615.00

TRADE IN

VEHICLE TOTAL \$29,464.00
MSRP DISCOUNT 28.8%
ACCESSORY TOTAL \$615.00
CUSTOMER PRICE \$30,079.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ \$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$30,079.00

Estimated Annual payments for 60 months paid in advance: \$6,736.46
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY SCOTT WILSON FLEET SALES MANAGER scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box (Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box

MSRP:\$37,155.00

Interior:Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.3L V6 PFDI

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
X1E	[Fleet] 2022 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box	\$37,155.00
OPTIONS		
100A	Equipment Group 100A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
18B	Black Platform Running Boards	\$250.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
53A	Trailer Tow Package	\$975.00
53B	Class IV Trailer Hitch Receiver	Inc.
64C	Wheels: 17" Silver Steel	\$0.00
67T	Integrated Trailer Brake Controller	Inc.
85A	XL Power Equipment Group	\$1,170.00
99B	Engine: 3.3L V6 PFDI	\$0.00
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
XL6	Electronic Locking w/3.73 Axle Ratio	\$570.00
YZ	Oxford White	\$0.00
—	Tires: 265/70R17 BSW A/T	\$0.00
—	XL Power Equipment Group savings	(\$500.00)
SUBTOTAL		\$39,620.00
Adjustments Total		\$0.00
Destination Charge		\$1,695.00

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Data Version: 15086. Data Updated: Nov 5, 2021 1:01:00 AM PDT.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box ( Complete)

TOTAL PRICE \$41,315.00

FUEL ECONOMY

Est City:19 (2021) MPG
Est Highway:22 (2021) MPG
Est Highway Cruising Range:506.00 mi

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box ( Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)

Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)

3.73 Axle Ratio (STD)

Electronic Transfer Case

Part-Time Four-Wheel Drive

70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection

200 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

1880# Maximum Payload

GVWR: 6,480 lbs Payload Package

Gas-Pressurized Shock Absorbers

Front Anti-Roll Bar

Electric Power-Assist Steering

23 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 17" Silver Steel (STD)

Tires: 265/70R17 BSW A/T (STD)

Regular Box Style

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Rear Step Bumper

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box (✔ Complete)

Exterior

Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Manual Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Reverse Opening Rear Doors

Manual Tailgate/Rear Door Lock

Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Auto High Beam

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System

Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack

Fixed Antenna

Interior

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest

Driver Seat

Passenger Seat

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp and Trip Odometer

Fixed Rear Windows

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box (✔ Complete)

Interior

Rear Cupholder
Compass
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
Manual 1st Row Windows
Outside Temp Gauge
Analog Appearance
Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert
Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
Rear View Camera
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
1 12V DC Power Outlet

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box ( Complete)

Safety-Mechanical

AdvanceTrac with Curve Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Airbag Occupancy Sensor

Safety Canopy System Curtain 1st And 2nd Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Contract and Budget Amendment		
Requested Action		
Recommend to approve first contract amendment between the City of Clermont and AGH Management, LLC. for a price increase of \$44,536.68 and a budget amendment for the same amount.		
Staff Report		
The Procurement Services Department and the Parks and Recreation Department recommend approval of the above action. AGH Management, LLC. contacted the Parks and Recreation Department and the Procurement Services Department requesting a price increase to contract no. 2019-76 due to an increase in supplier's cost. The contractor, AGH Management, LLC. is requesting a twenty percent (20%) annual increase (\$44,536.68) to service the athletic fields located at Hancock, Felter, McKinney, Bishop, West, and Pals Park. Their justification for a price increase is attached to this agenda item. A budget amendment in the amount of \$44,536.68 from General Fund Reserves is being requested to continue the maintenance of the six (6) athletic fields mentioned above.		
Additional Analysis		
Fiscal Impact Summary		
The current year approved budget does not have funds budgeted for this project. A budget amendment to the Parks and Recreation Department from General Fund reserves in the amount of \$44,536.68 is recommended. Department Account Code: 10572-53403		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Price Increase Justification	Price Increase Justification.pdf	

AGH

Management

November 10, 2021

City of Clermont
Parks and Recreation Department
3700 S Hwy 27
Clermont, FL 34711

Emily,

Our country is experiencing product/supply shortages, labor shortages, and inflation all due to the Covid 19 pandemic. In 2021, the extreme weather conditions caused significant price increases within the agriculture business as well.

According to the U.S. Bureau of Labor Statistics there was an 8.6% increase in the first 3 quarters of 2021. However, in their index report from September 2021 specialty products used to operate and maintain athletic fields such as: fertilizers, fuel, chemicals, clay, sand, and rye seed have increased significantly higher than 8.6%.

Keep in mind the Labor Bureau figures are an average among all commodities. Products that AGH Management uses are mainly diesel, gasoline, organic and inorganic chemical and fertilizers. On an average the supplies and products used to maintain athletic fields have risen approximately 55% in the last 3 quarters according to U.S. Bureau of Labor Statistics report from September 2021, please see the highlighted areas.

I have also attached an article from Site One, which is one of our suppliers, regarding their industry supplies chain update. From January 2021 to September 2021, the cost of producing fertilizers has increased approximately 65-115% in raw materials. Site One is expecting the cost to inflate another 10-12% into spring 2022 as well.

Unfortunately, due to the rising costs of simply doing business AGH Management has to raise our current pricing by 20% for all City of Clermont parks under current contract.

AGH

Management

Listed below are current pricing, 20% increase and new total amounts.

CURRENT PRICING	INCREASED AMOUNTS	NEW TOTAL AMOUNTS
Hancock \$75,172.05	\$15,034.41	\$90,206.46
Felter \$28,611.50	\$5,722.30	\$34,333.80
McKinney \$15,834.00	\$3,166.80	\$20,837.54
Bishop \$17,369.18	\$3,473.84	\$20,843.02
West \$21,042.23	\$4,208.45	\$25,250.68
Pals \$64,654.44	\$12,930.88	\$77,585.32
Totals \$222,683.40	\$44,536.68	\$267,220.08

I want to thank the City of Clermont for understanding these extraordinary circumstances that are out of my control.

Sincerely,



Kevin Hudson

AGH Management

NEWS RELEASE

BUREAU OF LABOR STATISTICS

U. S. DEPARTMENT OF LABOR



**Transmission of material in this release is embargoed until
8:30 a.m. (ET), Thursday, October 14, 2021**

USDL 21-1833

Technical information: (202) 691-7705 • ppi-info@bls.gov • www.bls.gov/ppi

Media contact: (202) 691-5902 • PressOffice@bls.gov

PRODUCER PRICE INDEXES – SEPTEMBER 2021

The Producer Price Index for final demand increased 0.5 percent in September, seasonally adjusted, the U.S. Bureau of Labor Statistics reported today. Final demand prices moved up 0.7 percent in August and 1.0 percent in July. (See table A.) On an unadjusted basis, the final demand index rose 8.6 percent for the 12 months ended in September, the largest advance since 12-month data were first calculated in November 2010.

Nearly 80 percent of the September increase in the index for final demand can be traced to a 1.3-percent rise in prices for final demand goods. The index for final demand services moved up 0.2 percent.

Prices for final demand less foods, energy, and trade services moved up 0.1 percent in September after increasing 0.3 percent in August. For the 12 months ended in September, the index for final demand less foods, energy, and trade services rose 5.9 percent.

Chart 1. One-month percent changes in selected PPI final demand price indexes, seasonally adjusted

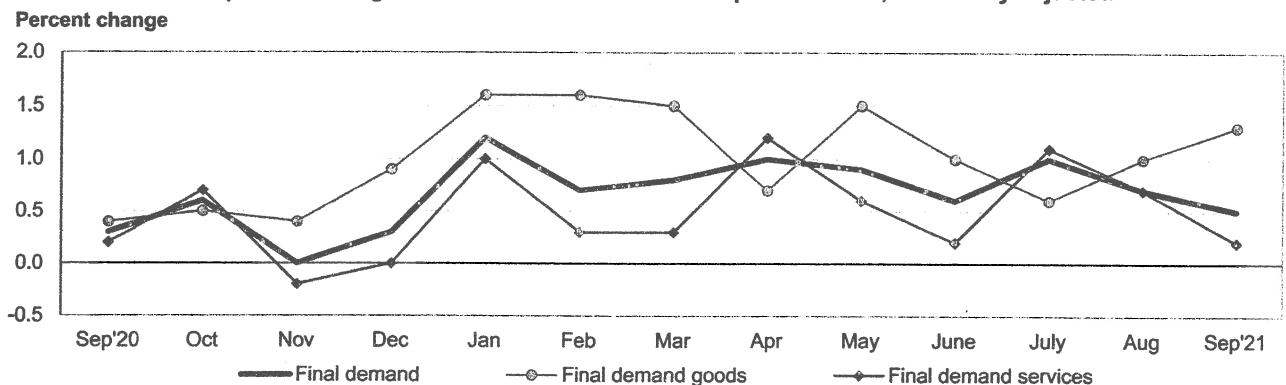


Chart 2. Twelve-month percent changes in selected PPI final demand price indexes, not seasonally adjusted

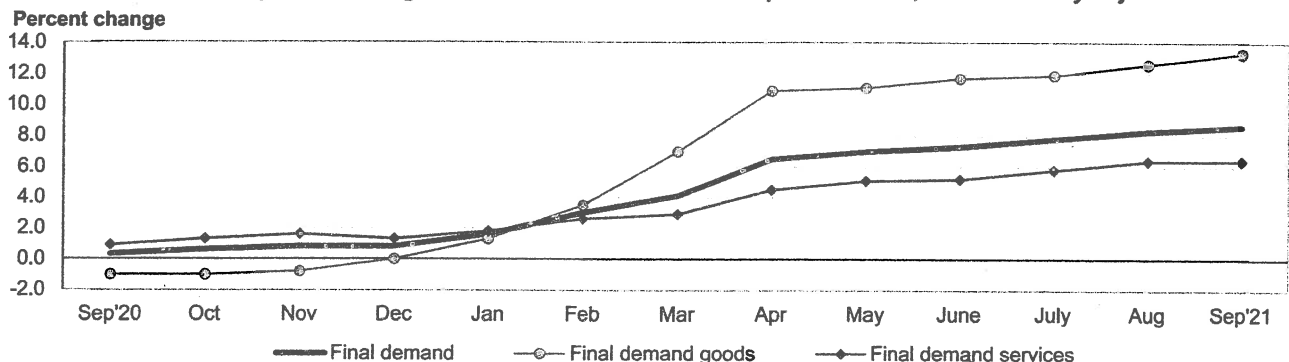


Table 5. Producer price indexes and percent changes for selected commodity groupings of intermediate demand by commodity type category¹
[1982=100, unless otherwise indicated]

Grouping	Commodity code	Other index base	Unadjusted index			Unadjusted percent change to Sept. 2021 from:		Seasonally adjusted percent change from:		
			May 2021 ²	Aug. 2021 ²	Sept. 2021 ²	Sept. 2020	Aug. 2021	June to July	July to Aug.	Aug. to Sept.
Processed goods for intermediate demand			227.3	237.6	240.5	23.9	1.2	1.7	1.0	1.3
Processed foods and feeds			222.5	225.5	228.6	18.3	1.4	-1.6	2.1	1.9
Meats	02-21		233.1	240.0	247.7	38.1	3.2	-7.6	8.5	4.5
Processed poultry	02-22		184.9	190.4	193.5	30.3	1.6	-7.1	3.7	3.2
Dairy products	02-3		207.3	206.2	207.6	1.8	0.7	-0.5	-1.4	0.2
Processed fruits and vegetables ³	02-4		217.3	219.9	221.2	3.5	0.6	0.0	1.1	0.6
Refined sugar and byproducts ³	02-53		190.5	192.8	193.3	3.5	0.3	-1.8	0.9	0.3
Fats and oils ³	02-7		344.7	360.7	367.2	49.6	1.8	3.2	2.7	1.8
Prepared animal feeds	02-9		225.7	225.7	226.3	19.5	0.3	0.2	0.3	2.0
Processed materials less foods and feeds			227.9	238.8	241.7	24.4	1.2	2.0	0.9	1.3
Synthetic fibers ³	03-1		141.1	147.1	149.7	18.6	1.8	3.0	-0.6	1.8
Processed yarns and threads ³	03-2		155.4	160.5	163.4	20.2	1.8	0.8	1.4	1.8
Finished fabrics ³	03-4		174.1	179.9	183.2	11.9	1.8	1.5	0.7	1.8
Liquefied petroleum gas ³	05-32		163.4	192.7	215.5	130.5	11.8	14.2	4.4	11.8
Commercial electric power	05-42		202.6	220.8	223.0	5.5	1.0	0.2	-0.5	1.6
Industrial electric power	05-43		239.2	266.4	263.0	2.7	-1.3	-0.2	1.3	-0.5
Commercial natural gas	05-52	12/90	215.9	233.5	240.0	29.3	2.8	1.5	3.1	3.8
Industrial natural gas	05-53	12/90	176.2	191.7	194.9	36.6	1.7	-2.6	7.2	0.8
Natural gas to electric utilities	05-54	12/90	205.0	197.3	207.5	38.5	5.2	24.3	-3.1	4.4
Gasoline	05-71		218.5	233.7	237.2	80.4	1.5	6.2	-0.3	3.9
Jet fuel ³	05-72-03		187.4	201.9	207.4	81.9	2.7	6.2	-2.0	2.7
No. 2 diesel fuel	05-73-03		318.8	319.4	334.9	88.7	4.9	3.5	-1.6	2.9
Residual fuels ³	05-74		210.1	220.9	189.3	70.7	-14.3	6.9	2.2	-14.3
Finished lubricants ³	05-76		462.0	481.3	482.6	11.1	0.3	2.2	1.6	0.3
Lubricating oil base stocks ³	05-78		155.5	167.8	178.6	101.6	6.4	9.1	-6.5	6.4
Asphalt	05-81-02	06/85	215.5	250.0	247.1	52.2	-1.2	-2.2	-0.2	3.2
Basic inorganic chemicals ³	06-13		285.2	299.1	300.7	9.8	0.5	2.1	1.9	0.5
Basic organic chemicals	06-14		315.7	337.1	353.4	61.4	4.8	0.8	5.3	5.0
Prepared paint ³	06-21		320.8	338.6	342.0	11.5	1.0	2.7	1.8	1.0
Paint materials ³	06-22		285.4	286.7	288.0	4.8	0.5	0.8	0.6	0.5
Medicinal and botanical chemicals ³	06-31		181.4	181.3	181.0	-0.4	-0.2	0.1	0.0	-0.2
Biological products, including diagnostics	06-37		296.1	296.7	296.9	5.4	0.1	0.0	0.1	0.3
Fats and oils, inedible ³	06-4		362.1	388.5	365.8	76.3	-5.8	0.1	1.1	-5.8
Nitrogenates	06-52-01		309.6	368.8	367.8	56.2	-0.3	7.5	4.1	0.1
Phosphates	06-52-02		285.2	310.6	329.5	90.5	6.1	8.0	1.6	4.9
Other agricultural chemicals ³	06-53		196.2	196.4	201.2	3.0	2.4	0.1	0.0	2.4
Plastic resins and materials	06-6		298.5	329.4	317.2	48.2	-3.7	2.2	2.5	-3.9
Industrial gases ³	06-79-03		283.6	296.7	293.1	9.4	-1.2	2.5	1.1	-1.2
Adhesives and sealants ³	06-79-04	12/83	280.0	286.8	287.9	6.5	0.4	2.1	0.4	0.4
Synthetic rubber ³	07-11-02		214.9	241.7	246.4	31.8	1.9	3.2	5.9	1.9
Tires ³	07-12-01		152.7	159.6	158.8	6.2	-0.5	3.7	0.3	-0.5
Plastic construction products ³	07-21		272.3	301.1	305.2	29.5	1.4	4.5	3.0	1.4
Unsupported plastic film, sheet, other shapes ³	07-22		243.5	259.0	263.6	20.0	1.8	2.4	0.5	1.8
Parts for manufacturing from plastics ³	07-26		161.2	166.6	167.9	10.5	0.8	1.3	0.5	0.8
Plastic packaging products ³	07-2A	12/06	127.6	135.5	136.6	22.6	0.8	3.3	2.1	0.8
Softwood lumber	08-11		581.5	285.8	273.6	-31.4	-4.3	-29.0	-27.7	-3.5
Hardwood lumber ³	08-12		279.1	295.2	295.5	43.5	0.1	6.3	-0.3	0.1
Millwork	08-2		321.0	322.8	324.0	14.0	0.4	0.2	-2.1	0.5
Plywood ³	08-3		417.0	410.2	272.3	-2.2	-33.6	2.6	-11.5	-33.6
Paper ³	09-13		209.2	220.9	223.1	14.2	1.0	2.5	1.7	1.0
Paperboard ³	09-14		289.3	299.9	308.2	20.7	2.8	1.5	0.8	2.8
Paper boxes and containers ³	09-15-03		282.0	292.5	297.9	11.0	1.8	2.8	0.9	1.8
Building paper and board ³	09-2		485.4	487.0	378.4	17.2	-22.3	6.7	-8.4	-22.3
Commercial printing ³	09-47	06/82	184.1	186.1	188.4	5.7	1.2	-0.3	0.8	1.2
Foundry and forge shop products ³	10-15		226.5	237.7	237.3	10.3	-0.2	1.7	1.2	-0.2
Steel mill products ³	10-17		321.8	396.3	416.1	134.2	5.0	10.8	5.1	5.0
Primary nonferrous metals ³	10-22		251.0	254.6	260.9	30.6	2.5	-0.4	1.8	2.5
Secondary nonferrous metals ³	10-24		313.2	318.6	304.7	15.2	-4.4	3.2	-0.5	-4.4
Aluminum mill shapes ³	10-25-01		218.4	237.5	246.5	35.1	3.8	1.5	3.7	3.8
Copper and brass mill shapes ³	10-25-02		597.8	604.6	598.2	39.5	-1.1	-1.4	1.0	-1.1
Nonferrous wire and cable ³	10-26		309.9	324.5	329.8	30.7	1.6	0.2	1.1	1.6
Nonferrous foundry shop products	10-28		229.2	237.3	239.2	12.9	0.8	1.2	1.8	0.7
Metal containers ³	10-3		177.2	186.8	186.6	15.3	-0.1	4.6	1.1	-0.1
Hardware ³	10-4		236.5	248.5	251.1	10.1	1.0	1.8	0.6	1.0
Plumbing fixtures and brass fittings	10-5		294.4	298.9	298.7	3.1	-0.1	0.3	1.1	-0.5
Heating equipment ³	10-6		302.5	322.8	323.7	13.8	0.3	0.7	2.8	0.3
Fabricated structural metal products	10-7		282.4	316.1	325.2	36.1	2.9	2.9	3.3	3.1

See footnotes at end of table.



Materials Update: November 2021

Our industry is facing significant materials and supply shortages that have created challenges for all companies involved. Manufacturing disruption, raw material shortages, damaging weather events and global transportation costs have led to product shortages and increased costs. The following is a summary of the current issues and our expectations for the months ahead. We hope that this information will help you to navigate through these challenges and achieve success in your business. We will continue to monitor these conditions and update you as the situation changes.



Raw Materials Shortages

Demand for many common green industry raw materials (plastic resin, wire, printed circuit boards, urea) remains at record highs, thereby driving up product costs. These costs

were expected to normalize towards the end of Summer, however most indications are that they will remain inflated into the Spring of 2022.

- Plastic resin prices have increased from 50-200+ percent, impacting irrigation rotors and sprays; PVC/poly pipe and fittings; and stormwater drainage pipe and fittings.
- Copper costs have increased 42 percent, impacting irrigation and lighting wire.
- COVID-related manufacturing shutdowns and increased consumer demand within the semiconductor industry have created an ongoing worldwide shortage, impacting irrigation controllers and lighting transformers.
- Urea costs have increased 65 percent, and fertilizer has increased 115 percent overall. This has been exacerbated by Hurricane Ida, which caused multiple plant closures, driving another \$100 per ton spike in urea cost.
- Resin manufacturing capacity was diminished following Winter Storm Uri, impacting rotors and sprays; PVC/poly pipe and fittings; and drainage pipe and fittings. The storm also negatively affected nursery plant material supply.
- Seed crop losses of up to 50% due to summer heat and weather conditions are anticipated to continue to drive up costs through the end of the year.

Labor Shortages

Many manufacturers have faced both labor shortages and wage increases:

- More than thirty percent of manufacturers report that it's more difficult to find talent now than before the COVID-19 pandemic, and nearly eighty percent expect to have trouble attracting talent going forward.

- Significant increases in service industry wages (including restaurants) are drawing hourly associates away from manufacturing jobs.

Freight

Freight shortages and pricing, which became challenging in 2020, have increased lead times and cost for many products - especially freight intensive products such as hardscapes, fertilizer and plant material:

- U.S. freight shipments are up more than 10 percent and U.S. freight expenditures are up more than 40 percent.
- U.S. diesel retail fuel prices are up nearly 40 percent.
- U.S. freight expenditures are up 42% since August 2020.
- Driver shortages have pushed the number of loads for every available truck to above 150.
- Container shipping costs from Asia are up as much as 10x since the beginning of 2021.
- Record levels of congestion in major U.S. ports are contributing to shipping and freight delays.

Landscape Materials Outlook

Based on our assessment of the current situation and industry conditions, we expect continued shortages and/or price inflation on many of the most frequently purchased products within our industry:

- Global resin shortages expected to limit PVC pipe production and keep costs unusually high.
- Irrigation and lighting electronics will be in short supply for the foreseeable future due to ongoing semiconductor chip shortages.
- Fescue seed supply is expected to remain constrained through the Fall of 2022.
- Plant material in larger than 7-gallon sizes is expected to remain in tight supply going into 2022 and beyond. Items such as large upright evergreen screening material, commodity items (hawthorns, loropetalums, hollies, ligustrums, etc), skip laurels, Japanese maples, and other specialty intrinsic items likely will remain in short supply for several years.

We also believe that manufacturers may implement further price increases during the remainder of this year and through March 2022 for core irrigation products, PVC pipe, plant material, and hardscape products. We are working diligently with our manufacturing partners to mitigate the impact of these factors and provide you with as much advance notice as possible.

Things you can do to protect your business:



Plan Ahead

Plan supply needs as far in advance as possible.



Coordinate

Coordinate with your SiteOne branch for all upcoming projects. We will



Limit Quote Window

Limit project quote windows for your customers



Let Customers Know

Share this information with your customers.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Contract and Budget Amendment		
Requested Action		
Recommend to approve first contract amendment between the City of Clermont and AGH Management, LLC. for a price increase of \$3,924.16 and a budget amendment for the same amount.		
Staff Report		
The Procurement Services Department and the Parks and Recreation Department recommend approval of the above action. AGH Management, LLC. contacted the Parks and Recreation Department and the Procurement Services Department requesting a price increase for contract no. 2020-90 due to an increase in supplier's cost. The contractor, AGH Management, LLC. is requesting an eight point six percent (8.6%) annual increase (\$3,924.16) to service the grounds maintenance at the Arts and Recreation Center. Their justification for a price increase is attached to this agenda item. A budget amendment in the amount of \$3,924.16 from General Fund Reserves is being requested to continue the maintenance of the grounds of the Arts and Recreation Center mentioned above.		
Additional Analysis		
Fiscal Impact Summary		
The current year approved budget does not have funds budgeted for this project. A budget amendment to the Parks and Recreation Department from General Fund reserves in the amount of \$3,924.16 is recommended. Department Account Code: 10575-53403		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Price Increase Justification	Price Increase Justification.pdf	

AGH

Management

November 10, 2021

City of Clermont
Arts & Recreation Center
3700 S Hwy 27
Clermont, FL 34711

Suzanne,

Our country is experiencing product/supply shortages, labor shortages, and inflation all due to the Covid 19 pandemic. In 2021, the extreme weather conditions caused significant price increases within the agriculture business as well.

AGH Management's costs to operate have been on the constant increase since early 2021.

According to the U.S. Bureau of Labor Statistics report from September 2021 there was an 8.6% increase in the first 3 quarters of 2021.

Unfortunately, due to the rising costs of fuel, labor, supplies and materials AGH Management is forced to raise our current pricing by 8.6% at the A.R.C.

CURRENT PRICING	8.6% INCREASED AMOUNT\$	NEW TOTAL AMOUNTS
\$45,629.88	\$3,924.16	\$49,554.04

I want to thank the City of Clermont for understanding these extraordinary circumstances that are out of my control.

Sincerely,



Kevin Hudson
AGH Management

8.6% Price Increase

L.N.	Description	Qty / Unit	Unit Price	Extended Price (Qty. x Unit Price)
1	Grounds Maintenance – Zone 1	48 / Visits	\$660.288	\$31,693.82
2	Grounds Maintenance – Zone 2	24 / Visits	\$222.7386	\$5,345.73
3	Grounds Maintenance – Zone 3	48 / Visits	\$129.24486	\$6,203.74
4	Mulching Annually	1 / Visit	\$1,749.546	\$1,749.55
5	Fertilize/Pest Control Semi-Annually	2 / Visit	\$651.60	\$1,303.20
6	Trimming of Hedges/Shrubs Every Other Month	6 / Visit	\$543.00	\$3,258.00
Total Annual Price				\$49,554.04



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Piggyback Term Agreement		
Requested Action		
Recommend to approve a piggyback contract number 20-0701 from Lake County with Port Consolidated, Inc. to provide Gasoline, Diesel, Kerosene, LP Gas, and Bio-Diesel.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the Lake County number 20-0701, to obtain Gasoline, Diesel, Kerosene, LP Gas, and Bio-Diesel. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2211-002 to notify local vendors of the City's intent to utilize another governmental agency's contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The Lake County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial 1-year agreement. Based on this, staff recommends that Council approve the piggyback of the Lake County contract number 20-0701. This contract will provide Gasoline, Diesel, Kerosene, LP Gas, and Bio-Diesel. The estimated annual usage of this contract is \$100,000. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective department. There are adequate funds in the FY 2022 budget for this contract.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2211-002	RFI 2211-002.pdf	
2. Bid Tabulation	Bid Tabulation.pdf	
3. 20-0701	20-0701.pdf	



REQUEST FOR INFORMATION

Intent to Utilize Lake County Contract for Gasoline, Diesel, Fuel, Kerosene, LP Gas, and Bio-Diesel

CONTACT INFORMATION:	RFI No. 2211-002	ISSUED DATE: November 10, 2021
Ramsey Jimenez, MPA Senior Procurement Agent EMAIL: rjimenez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>November 18, 2021 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

Responses may be submitted electronically to the Procurement Services Director by email.

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Services – Fleet

(b) Company Information: Port Consolidated, Inc.

(c) Contract Number and Title: 20-0701 for Gasoline, Diesel, Kerosene, LP Gas, and Bio-Diesel

(d) Length of Contract: one (1) year with three (3) one (1) year renewals.

(e) Product or Service Provided: Gasoline, Diesel, Fuel, Kerosene, LP Gas, and Bio-Diesel

2 – ACTION TO BE TAKEN

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

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



ITB No. 20-0701

ITB Title: Gasoline, Diesel, Fuel, Kerosene, LP Gas, and Bio-Diesel

Opening Date: December 18, 2019 3:00 PM

Contracting Officer: Amy Munday

Vendor Name:	City and State:	Addendums Acknowledged:
Mansfield Oil Company	Gainsfield, GA	Yes
Petroleum Traders	Ft. Wayne, IN	Yes
Port Consolidated, Inc.	Fort Lauderdale, FL	Yes

20-0701 - Price Tabulation

Mansfield Oil Company Gainsfield, Georgia			Petroleum Traders Corp Ft. Wayne, Indiana		Port Consolidated, Inc. Ft. Lauderdale, Florida	
Group One-Tank Wagon Loads						
Item	Description	Markup (+) or (-) per Gallon	Markup (+) or (-) per Gallon		Markup (+) or (-) per Gallon	
1	Unleaded Gasoline, 87 Octane					
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$ -	\$ -		\$ 1.74800	
	Handling/Transportation Fee Mark-up and down	\$ -	\$ -		\$ 0.09300	
	Vendor Administrative Margin Mark-up or down	\$ -	\$ -		\$ -	
	Tax #1 - State Motor Fuel Gas	\$ -	\$ -		\$ 0.18225	
	Tax #2 - Local Option Lake County	\$ -	\$ -		\$ 0.14800	
	Tax #3 - Florida Inspection Fee Net	\$ -	\$ -		\$ -	
	Tax #4 L.U.S.T. Gas Net	\$ -	\$ -		\$ 0.00100	
	Tax #5 - Pollution Gas Net	\$ -	\$ -		\$ 0.02071	
	Tax #6 - insert description				\$ -	
	Tax #7 - insert description				\$ -	
	Tax #8 - insert description				\$ -	
	Tax #9 - insert description				\$ -	
	Total Cost per Gallon	NO BID	NO BID		\$ 2.19296	
Total Estimated Qty. Item 1: 200,000 Gallons		Extended Price	NO BID		\$438,592.00	
Item	Description	Markup (+) or (-) per Gallon	Markup (+) or (-) per Gallon		Markup (+) or (-) per Gallon	
2	Unleaded Gasoline, 89 Octane					
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$0.0000	\$0.0000		\$ 1.91150	
	Handling/Transportation Fee Mark-up and down	\$0.0000	\$0.0000		\$ 0.09300	
	Vendor Administrative Margin Mark-up or down	\$0.0000	\$0.0000		\$ -	
	Tax #1 - State Motor Fuel Gas	\$0.00000	\$0.00000		\$ 0.18225	
	Tax #2 - Local Option Lake County	\$0.00000	\$0.00000		\$ 0.14800	
	Tax #3 - Florida Inspection Fee Net	\$0.00000	\$0.00000		\$ -	
	Tax #4 L.U.S.T. Gas Net	\$0.00000	\$0.00000		\$ 0.00100	
	Tax #5 - Pollution Gas Net	\$0.00000	\$0.00000		\$ 0.02071	
	Tax #6 - insert description				\$ -	
	Tax #7 - insert description				\$ -	
	Tax #8 - insert description				\$ -	
	Tax #9 - insert description				\$ -	
	Total Cost per Gallon	NO BID	NO BID		\$ 2.35646	
Total Estimated Qty. Item 2: 45,000 Gallons		Extended Price	NO BID		\$106,040.70	
Group One-Tank Wagon Loads						
Item	Description	Markup (+) or (-) per Gallon	Markup (+) or (-) per Gallon		Markup (+) or (-) per Gallon	
3	Unleaded Gasoline, 92/93 Octane					

	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	\$ 2.33024

Total Estimated Qty. Item 5: 12,000 Gallons	Extended Price	\$ 27,962.83
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Group Two-Transport Loads

Item	Description	Markup (+) or (-) per Gallon
6	Unleaded Gasoline, 92/93 Octane	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$2.2170
	Handling/Transportation Fee Mark-up and down	-\$0.0208
	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.18300
	Tax #2 - Local Option Lake County	\$0.19900
	Tax #3 - Florida Inspection Fee Net	\$0.00125
	Tax #4 L.U.S.T. Gas Net	\$0.00100
	Tax #5 - Pollution Gas Net	\$0.20714
	Tax #6 - insert description	0.001926
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	\$2.78952

Total Estimated Qty. Item 6: 1,000 Gallons	Extended Price	\$ 2,789.52
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Group Three - Transport Loads

Item	Description	Markup (+) or (-) per Gallon
7	Diesel, Ultra Low Sulfur	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$ 2.00050
	Handling/Transportation Fee Mark-up and down	\$ 0.02950
	Vendor Administrative Margin Mark-up or down	\$ -
	Tax #1 - State Motor Fuel Gas	\$ -
	Tax #2 - Local Option Lake County	\$ -
	Tax #3 - Florida Inspection Fee Net	\$ -
	Tax #4 L.U.S.T. Gas Net	\$ -
	Tax #5 - Pollution Gas Net	\$ 0.02071
	Tax #6 - insert description	\$ 0.00214
	Tax #7 - insert description- FED Excise DSL	\$ 0.24400
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	\$ 2.29685

Total Estimated Qty. Item 7: 120,000 Gallons	Extended Price	\$ 275,622.00
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\$ 2.26976	

\$ 27,237.12

Markup (+) or (-) per Gallon
\$ 2.21700
\$ 0.00630
\$ -
\$ 0.18100
\$ 0.14800
\$ 0.00125
\$ 0.00100
\$ 0.02071
\$ -
\$ -
\$ -
\$ -
\$ 2.57526

\$ 2,575.26

Markup (+) or (-) per Gallon
\$ 2.00050
\$ 0.01340
\$ -
\$ 0.18100
\$ 0.14800
\$ -
\$ 0.00100
\$ 0.02071
\$ -
\$ -
\$ -
\$ -
\$ 2.36461

\$ 283,753.20

\$ -
\$ -
\$ -
\$ -
\$ 2.28746

\$27,449.52

Markup (+) or (-) per Gallon
\$ 2.21700
\$ 0.02400
\$ -
\$ 0.18225
\$ 0.14800
\$ -
\$ 0.00100
\$ 0.02071
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 2.59296

\$2,592.96

Markup (+) or (-) per Gallon
\$ 2.00050
\$ 0.02300
\$ -
\$ 0.18100
\$ 0.14800
\$ -
\$ 0.00100
\$ 0.02071
\$ -
\$ -
\$ -
\$ -
\$ 2.37421

\$284,905.20

Group Three - Tank Wagon Loads

Item	Description	Markup (+) or (-) per Gallon
8	Diesel, High Sulfur-Off Road	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$ -
	Handling/Transportation Fee Mark-up and down	\$ -
	Vendor Administrative Margin Mark-up or down	\$ -
	Tax #1 - State Motor Fuel Gas	\$ -
	Tax #2 - Local Option Lake County	\$ -
	Tax #3 - Florida Inspection Fee Net	\$ -
	Tax #4 L.U.S.T. Gas Net	\$ -
	Tax #5 - Pollution Gas Net	\$ -
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	NO BID

Total Estimated Qty. Item 8: 90,000 Gallons	Extended Price	NO BID
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Markup (+) or (-) per Gallon
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
NO BID

NO BID

Markup (+) or (-) per Gallon
\$ 1.99570
\$ 0.02300
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 0.00100
\$ 0.02071
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 2.04041

\$183,636.90

Group Four - Tank Wagon Loads

Item	Description	Markup (+) or (-) per Gallon
9	Diesel, High Sulfur-Off Road	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$ -
	Handling/Transportation Fee Mark-up and down	\$ -
	Vendor Administrative Margin Mark-up or down	\$ -
	Tax #1 - State Motor Fuel Gas	\$ -
	Tax #2 - Local Option Lake County	\$ -
	Tax #3 - Florida Inspection Fee Net	\$ -
	Tax #4 L.U.S.T. Gas Net	\$ -
	Tax #5 - Pollution Gas Net	\$ -
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	NO BID

Total Estimated Qty. Item 10: 10,000 Gallons	Extended Price	NO BID
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Markup (+) or (-) per Gallon
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
NO BID

NO BID

Markup (+) or (-) per Gallon
\$ 1.99570
\$ 0.09500
\$ -
\$ 0.18225
\$ 0.14800
\$ -
\$ 0.00100
\$ 0.02071
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 2.44266

\$24,426.60

Group Five - Tank Wagon Loads

Item	Description	Markup (+) or (-) per Gallon
10	Kerosene	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$ -
	Handling/Transportation Fee Mark-up and down	\$ -
	Vendor Administrative Margin Mark-up or down	\$ -

Markup (+) or (-) per Gallon
\$ -
\$ -
\$ -

Markup (+) or (-) per Gallon
\$ 2.17970
\$ 0.25000
\$ -

	Tax #1 - State Motor Fuel Gas	\$ -
	Tax #2 - Local Option Lake County	\$ -
	Tax #3 - Florida Inspection Fee Net	\$ -
	Tax #4 L.U.S.T. Gas Net	\$ -
	Tax #5 - Pollution Gas Net	\$ -
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	NO BID

Total Estimated Qty. Item 11: 300 Gallons	Extended Price	NO BID
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Group Six - Tank Wagon Loads

Item	Description	Markup (+) or (-) per Gallon
11	LP Gas	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$ -
	Handling/Transportation Fee Mark-up and down	\$ -
	Vendor Administrative Margin Mark-up or down	\$ -
	Tax #1 - State Motor Fuel Gas	\$ -
	Tax #2 - Local Option Lake County	\$ -
	Tax #3 - Florida Inspection Fee Net	\$ -
	Tax #4 L.U.S.T. Gas Net	\$ -
	Tax #5 - Pollution Gas Net	\$ -
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	NO BID

Total Estimated Qty. Item 12: 300 Gallons	Extended Price	NO BID
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Group Seven - Tank Wagon Loads

Item	Description	Markup (+) or (-) per Gallon
12	Bio-Diesel	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$ -
	Handling/Transportation Fee Mark-up and down	\$ -
	Vendor Administrative Margin Mark-up or down	\$ -
	Tax #1 - State Motor Fuel Gas	\$ -
	Tax #2 - Local Option Lake County	\$ -
	Tax #3 - Florida Inspection Fee Net	\$ -
	Tax #4 L.U.S.T. Gas Net	\$ -
	Tax #5 - Pollution Gas Net	\$ -
	Tax #6 - insert description	
	Tax #7 - insert description	

\$ -
\$ -
\$ -
\$ -
\$ -
NO BID

NO BID

Markup (+) or (-) per Gallon
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
NO BID

NO BID

\$ -
\$ -
\$ -
\$ 0.00100
\$ 0.02071
\$ -
\$ -
\$ -
\$ -
\$ 2.45141

\$735.42

Markup (+) or (-) per Gallon
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
NO BID

NO BID

	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon (quantity unknown at this time)	NO BID

NO BID

NO BID

Group Eight - Transport Loads

Item	Description	Markup (+) or (-) per Gallon
13	Bio-Diesel	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$ -
	Handling/Transportation Fee Mark-up and down	\$ -
	Vendor Administrative Margin Mark-up or down	\$ -
	Tax #1 - State Motor Fuel Gas	\$ -
	Tax #2 - Local Option Lake County	\$ -
	Tax #3 - Florida Inspection Fee Net	\$ -
	Tax #4 L.U.S.T. Gas Net	\$ -
	Tax #5 - Pollution Gas Net	\$ -
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon (quantity unknown at this time)	NO BID

Markup (+) or (-) per Gallon
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
NO BID

Markup (+) or (-) per Gallon
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
NO BID

Additional / Alternate Item(s)

Item	Description	Markup (+) or (-) per Gallon
14	Tank	
	Five Hundred (500) Gallon Capacity	\$ -
	Other Capacity in _____ Gallons	\$ -
	Other Capacity in _____ Gallons	\$ -
	Other Capacity in _____ Gallons	\$ -
	Total Cost per Gallon (quantity unknown at this time)	NO BID

Markup (+) or (-) per Gallon
\$ -
\$ -
\$ -
\$ -
NO BID

Markup (+) or (-) per Gallon
\$ -
\$ -
\$ -
\$ -
NO BID

Group Nine - Option for On-Site Transport Trailers in an Emergency Situation

Bidders shall provide the daily price for limited basis availability of empty transport trailers and left at protected County facilities to serve as emergency fuel supplies: Example \$_1.00_ per trailer/per day.

Fuel types to be determined and charged per contract pricing	Mansfield Oil	Petroleum Traders	Port Consolidated
2,000 to 4,000 Gallon Trailer @ \$_____ per day	NO BID	\$4,500.00	NO BID
4,000 to 6,000 Gallon Trailer @ _____ per day	NO BID	\$4,500.00	\$500.00
6,000 to 8,000 Gallon Trailer @ _____ per day	NO BID	\$4,500.00	NO BID



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 4/22/2021	Contract Number: 20-0701 Title: Gasoline, Diesel, Fuel, Kerosene, LP Gas, and Bio-Diesel Effective Date: 4/22/2020
Contracting Officer: Amy Munday E-mail: AMunday@lakecountyfl.gov Telephone Number: (352) 343-9765	Contractor Name and Address: Name: Port Consolidated, Inc. Address: <u>P. O Box 350430</u> City: <u>Fort Lauderdale, FL 34736</u> <u>ATTENTION: Danny Simmons, Vice-President</u>
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract Modification to extend for one (1) year expiring April 21, 2022.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Daniel Simmons</u> Title: <u>Vice President</u> Date: <u>1/21/2021</u> E-mail: <u>dsimmons@portconsolidated.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>January 21, 2021</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



CONTRACT NO. 20-0701 for Gasoline, Diesel, Kerosene, LP Gas, and Bio-Diesel

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Port Consolidated** (hereinafter "Contractor") to supply **Gasoline, Diesel, Kerosene, LP Gas, and Bio-Diesel** to the County pursuant to County Bid number 20-0701 with any included addenda (hereinafter "Bid"), with an opening date of 12/18/2019, and Contractor's Bid response dated 11/27/2019, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: None

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Certificate of Insurance.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 4/22/2020 through 4/20/2021, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Amy Munday*

Contracting Officer II

Date: 4/22/2020

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

INVITATION TO BID (ITB)Procurement Services website

352-343-9839

315 West Main Street, Suite 441

Tavares, Florida 32778

Post Office Box 7800

ITB Number: **20-0701**Bid Title: **GASOLINE, DIESEL, FUEL, KEROSENE, LP GAS AND BIO DIESEL**Contracting Officer: **Amy Munday**CLOSING DATE: **11/27/2019**CLOSING TIME: **3:00 P.M. Eastern**

Vendors shall complete and return all information requested in Section 9.0. Failure to submit the bid response by the specified time and date will result in rejection of bid. Failure to sign the bid response may be cause for rejection of the bid.

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1.0 PURPOSE OF BID

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids to furnish **GASOLINE, DIESEL, FUEL, KEROSENE, LP GAS AND BIO DIESEL** for and on behalf of the following entities, all of which are members of the Purchasing Officials of Lake Cooperative Purchasing Program ("hereafter "POOL"):

Awarding Entity: Lake County, Florida Board of County Commissioners (hereafter "COUNTY"),

Participating Entities: the Lake County School Board, the Lake County Sheriff's Office, the Town of Astatula, the Town of Lady Lake, the City of Clermont, the City of Eustis, the City of Leesburg, and the City of Mount Dora, Florida (hereafter "Entities").

1.1 TECHNICAL SPECIFICATIONS or SCOPE OF WORK

Refer to Exhibit A – Scope of Work for full details.

1.2 EXHIBITS

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

Exhibit C – Review the Lake County General Terms and Conditions page dated 2/26/2019.

Exhibit D – Delivery Site Locations

1.3 ATTACHMENTS

Attachment 1 – Bid Submittal Form

Attachment 2 – References Form

Attachment 3 – Pricing Sheet

Attachment 4 – Pricing Continued

2.0 POINT OF CONTACT

Inquiries concerning any portion of this solicitation should be directed to the Contracting Officer below who will be the official point of contact for this solicitation.

Amy Munday, Contracting Officer II

Telephone: 352-343-9839

Fax : 352.343.9473

E-mail: amunday@lakecountyfl.gov

3.0 PROPOSED SCHEDULE

10/30/2019..... Invitation to Bid Available

11/20/2019..... Last Day to Receive Written Questions

11/27/2019..... Bid Closing Date

4.0 QUESTIONS, EXCEPTIONS, AND ADDENDA

Vendors should carefully examine this solicitation package including the Lake County General Terms and Conditions page. All communication, inquiries, or requests for exceptions are to be directed to the Contracting Officer listed in Section 2.0. The last day for questions or requests for exceptions is 11/20/2019. An addendum may be issued in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. No answers given in response to questions submitted will be binding upon this solicitation unless released

in writing as an addendum to the solicitation and posted on the Lake County Formal Bid site for this solicitation. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued will prevail.

It is the Vendor's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

Clarification of process or procedure questions may be asked at any time to the Contracting Officer.

5.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for four (4) subsequent one (1) year renewals. Renewals are contingent upon mutual written agreement.

Contract prices resultant from this solicitation will prevail for the full duration of the Contract unless otherwise indicated elsewhere. Prior to completion of each exercised term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. Refer to Exhibit A – Scope of Services. It is the Contractor's responsibility to request in writing any pricing adjustment under this provision.

6.0 METHOD OF PAYMENT

The Contractor must submit an accurate invoice to the County's using department. The date of the invoice must be after delivery but no more than thirty (30) calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate County using department. The County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

7.0 METHOD OF AWARD

Each Bid submittal will be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this Bid. (Responsive)
- B. The greatest benefits to Lake County as it pertains to: (Responsible)
 - 1. Total Cost – per gallon rack/pipeline prices as of November 5, 2019* including markups + or -;
 - 2. Delivery;
 - 3. Past Performance. In order to evaluate past performance, all Vendors are required to submit a list of five (5) verifiable references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County may be listed as a reference. Use Attachment 2 – References Form;

4. All technical specifications associated with this Bid;
5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Vendor's financial stability. All Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.
6. Review of Vendor's facility to determine Vendor's capability to successfully perform under contract and, Vendor's ability to supply fuel in emergency situations.

Awards will be made to the most responsive, responsible, Vendor whose Bid represents the best overall value to the County when considering all evaluation factors.

The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors; to reject any and all offers or waive any minor irregularity or technicality in bids received.

Bids received before the date and time listed will be opened, recorded, and accepted for consideration. Vendors' names will be read aloud and recorded. Bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the bid due date or after recommendation of award, whichever occurs first.

8.0 DELIVERY OF BID

~~DO NOT RESPOND TO THIS SOLICITATION ON-LINE.~~ All Bids must be sealed and clearly marked with BID: **20-0701, GASOLINE, DIESEL, FUEL, KEROSENE, LP GAS AND BIO DIESEL**, and firm name.

Bids must be received by the Lake County Office of Procurement Services, Room 441, Fourth Floor, 315 W. Main Street, Tavares, FL 32778-7800, no later than 3:00 P.M., Eastern time on **11/27/2019**. Bids received after this time, regardless of circumstance, will not be considered.

A response will not be accepted if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

All Bids must be sealed and delivered to (faxes/e-mails will not be accepted):

Hand Delivery:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA 32778

Sealed Bids delivered by a third-party carrier (U.S. Postal Service, FedEx, UPS, etc.) are opened and inspected by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site controlled facility prior to delivery to the Office of Procurement Services.

United States Postal Service (USPS). Allow additional days for transportation and inspection:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

Third Party Carrier (FedEx, UPS, etc). Allow an additional day for transportation and inspection:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
313 SOUTH BLOXHAM AVENUE
TAVARES, FL 32778

9.0 SUBMITTAL REQUIREMENTS

Vendors must complete and return all information requested in this ITB document (See Section 9.0).

Bid submission indicates a binding offer to the County and agreement of the terms and conditions referenced in this Invitation to Bid.

Do not make any changes to the content or format of any form without County permission. All information must be legible. The person signing the Bid must initial any corrections made. The Bid must be signed by an official authorized to legally bind the firm to its provisions. Include a memorandum of authority signed by an officer of the company if the signor is not listed as a corporate officer on the firm's SunBiz registration or corporate documents.

Vendor must submit one (1) signed original and one (1) complete electronic copy (on a CD or USB flash drive) in a sealed package marked **20-0701, GASOLINE, DIESEL, FUEL, KEROSENE, LP GAS AND BIO DIESEL** and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened. The County is not liable or responsible for any costs incurred by any Vendor in responding to this ITB including, without limitation, costs for product or service demonstrations if requested.

Specific Completion Directions:

Prices shall be submitted on a bid sheet as follows:

Fuel Cost shall be determined by the date in which delivery of fuel is made. Fuel cost shall include:

- Gasoline, Diesel Fuels and LP Gas: Prices will be calculated using the following information:
 - Fuel cost is based on daily OPIS Contract Average (10:00 a.m. EST) / Gross / Standard price for either gasoline or diesel fuel at the Orlando rack.
 - Vendor's markup as determined by transportation/handling fee
 - Vendor's markup for profit margin
 - All applicable fuel taxes and/or petroleum associated fees all listed separately

Submittal must include:

- ☒ Completed Attachment 1 – Bid Submittal Form;
- ☒ Include a completed W-9 form;
- ☒ Completed Addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for Bid to be considered non-responsive;
- ☒ Completed Attachment 2 – Reference Form;
- ☒ Completed Attachment 3 – Pricing Sheet;
- ☒ Completed Attachment 4 – Pricing Continued
- ☒ Business Tax Receipt;
- ☒ Proof of insurance or evidence of insurability at levels in Exhibit B – Insurance Requirements;
- ☒ Provide the Emergency Situation Capability Plan and Process detailed in Exhibit A Scope of Work

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OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 1

Date: November 18, 2019

ITB 20-0701

ITB Title: Gasoline, Diesel, Fuel, Kerosene, LP Gas, and Bio-Diesel

Vendors are responsible to ensure receipt and acknowledgement of all addenda within Submittal. Acknowledgement is confirmed by inclusion of an electronically completed copy of this addendum within Submittal. Failure to acknowledge each addendum may prevent the Submittal from being considered for award.

This addendum does change the date for receipt of proposals. The new due date for proposals is December 4, 2019 to answer questions and requested documents submitted. The questions and requests submitted and requested are below however, they will be answered and furnished in Addendum 2:

Questions:

1. Please provide a current invoice.
2. Please provide bill of lading for all fuel grades on this solicitation.
3. Please provide the tabulations for the current contract.
4. Please provide tax exemptions/certificates.
5. Who is the current vendor?
6. If shown as line items on the invoice, will payment for the applicable taxes be processed?
7. How is the basis for award calculated regarding the submitted prices?
8. Can the contract award be split between multiple vendors?
9. Is it the intent to award to a single vendor?
10. Which sites require a tank wagon delivery?
11. Please provide the number of Bio-Diesel gallons used on the current contract.
12. Please indicate whether the tank is above or below ground for each site.
13. Do any of the above ground tanks have their own pump installed for the carrier to connect with for offloading?
14. If yes, which locations?
15. Would you be able to provide each site's individual volume?

16. What is the average transport delivery size received by each location (or by group)?
17. What is the average tank wagon delivery size received by each location (or by group)?
18. Are gas and diesel delivered together on the same shipment?
19. If yes, which locations?
20. How frequently are deliveries split between multiple locations?
21. Which locations typically receive a split delivery?
22. Will B5 be accepted instead of B20?
23. From where is the current vendor supplying B20?
24. Will the City allow the pricing index for deliveries to temporarily be changed to cost – plus during sever storms (i.e. hurricanes) that disrupt regional supply?
25. Is there a local vendor preference for this bid? If yes, how is the local preference calculated into the scoring for award?
26. Is the awarded vendor responsible for the costs of fuel testing?
27. If yes, how many times was the fuel tested under the current contract?
28. Is the regular gasoline 87 octane to contain up to 10% ethanol?
29. Is the premium gasoline 93 octane to contain up to 10% ethanol?
30. Is the mid-grade gasoline 89 octane to contain up to 10% ethanol?
31. When dyed diesel is delivered, will the vendor be permitted to bill off of the dyed diesel index?
32. Will the awarded vendor be required to furnish performance or payment bonds?
33. If yes, what percentage of the contract are the bonds to be valued at?
34. Please provide specific OPIS city bidders are to use to base their price off of (i.e. TAFT vs Orlando)
35. Will the bidder's answer to the VISA payment question factor into the County's basis for award?
36. Are the County and member of the Co-op currently paying fuel invoices with VISA?
37. Is pricing based on OPIS? If so, which terminal?
38. Can a metered bill of lading from the terminal be accepted in lieu of the metered truck requirement? If no, please provide a copy of the current vendor's metered delivery ticket.
39. What is the difference between Group 2 Item 4 and Group 4 Item 9?
40. What OPIS city would you prefer to be priced on?
41. What OPIS city are you currently being priced on?
42. What is the expected contract start date?
43. Could you please advise if ultra-low sulfur off road diesel will be acceptable in lieu of the high sulfur diesel requirement? There is no high sulfur diesel in the Orlando/Tampa region.
44. Are you currently receiving any Bio Diesel deliveries? If so, what is the percentage of the Bio?
45. Are any taxes or fees to be included in our margin or be billed separately on invoices?
46. Could you please send a list of bidders that received this solicitation?

Firm Name: Port Consolidated Inc

I hereby certify that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this submittal of behalf of the Vendor.

Signature of Legal Representative Submitting this Bid: *Michael Griffith*

Date: 11/20/2019

Print Name: Michael Griffith

Title: Vice President

Primary E-mail Address: mgriffith@portconsolidated.com

Secondary E-mail Address:



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 2

Date: November 26, 2019

ITB 20-0701

ITB Title: Gasoline, Diesel Fuel, Kerosene, LP Gas and Bio-Diesel

Vendors are responsible to ensure receipt and acknowledgement of all addenda within Submittal. Acknowledgement is confirmed by inclusion of an electronically completed copy of this addendum within Submittal. Failure to acknowledge each addendum may prevent the Submittal from being considered for award.

This addendum does change the date for receipt of proposals. The new date for receipt of proposals is Wednesday, December 18, 2019 to allow sufficient time to obtain answers to questions and provide requested documentation. This will be provided in Addendum 3.

Firm Name: Port Consolidated Inc

I hereby certify that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this submittal of behalf of the Vendor.

Signature of Legal Representative Submitting this Bid: *Michael Griffith*

Date: 12/2/2019

Print Name: Michael Griffith

Title: Vice President

Primary E-mail Address: Mgriffith@portconsolidated.com

Secondary E-mail Address:



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 3

Date: November 27, 2019

ITB 20-0701

ITB Title: Gasoline, Diesel, Fuel, Kerosene, LP Gas, and Bio-Diesel

Vendors are responsible to ensure receipt and acknowledgement of all addenda within Submittal. Acknowledgement is confirmed by inclusion of an electronically completed copy of this addendum within Submittal. Failure to acknowledge each addendum may prevent the Submittal from being considered for award.

This addendum does NOT change the date for receipt of proposals. This addendum is to answer questions submitted before and, to advise potential bidders that a revised Attachment 3 Pricing page has been added to the website and should be used in place of the previous version.

Questions:

1. Please provide a current invoice.
See provided copy of invoice attached.
2. Please provide bill of ladings for all fuel grades on this solicitation.
See provided copies of bills of ladings (Astatula site is tanker loads; Leesburg, Minneola and Umatilla are all tank wagon loads)
3. Please provide the tabulations for the current contract.
Please see attached.
4. Please provide tax exemptions/certificates.
See attached Tax Exemption Certificate
5. Who is the current vendor?
Port Consolidated
6. If shown as line items on the invoice, will payment for the applicable taxes be processed?
If taxes are valid for payment, they will be paid. If not, the invoice will be rejected for non-compliance.
7. How is the basis for award calculated regarding the submitted prices?
The Current Rack/Pipeline Charge; Handling/Transportation Fee; and Vendor Administrative Margin Mark Up will determine the award along with compliance.

8. Can the contract award be split between multiple vendors?
The County reserves the right to award to either a single vendor or, award to multiple.
9. Is it the intent to award to a single vendor?
See Question 8
10. Which sites require a tank wagon delivery?
Tank wagon deliveries to Leesburg, Minneola and Umatilla
11. Please provide the number of Bio-Diesel gallons used on the current contract.
Fleet does not purchase Bio-Diesel
12. Please indicate whether the tank is above or below ground for each site.
Astatula, Leesburg, Minneola and Umatilla are all above ground tanks.
13. Do any of the above ground tanks have their own pump installed for the carrier to connect with for offloading?
Pumps are only for dispensing fuel for County vehicles
14. If yes, which locations?
None
15. Would you be able to provide each site's individual volume?
Yes, we can provide tank's volume
16. What is the average transport delivery size received by each location (or by group)?
Transport (tanker) deliveries to Astatula: 7500 gallons for Gasohol and 7000 gallons of Ultra Low Sulfur Diesel (per delivery)
17. What is the average tank wagon delivery size received by each location (or by group)?
Leesburg, Minneola and Umatilla are on a "keep full" basis delivery (i.e. Tuesdays and Thursdays). Road Diesel is used more during summer (mowing season)
18. Are gas and diesel delivered together on the same shipment?
Yes, gas and diesel are delivered at the same time
19. If yes, which locations?
Leesburg, Minneola and Umatilla
20. How frequently are deliveries split between multiple locations?
Twice per week; Tuesdays and Thursdays
21. Which locations typically receive a split delivery?
Leesburg, Minneola and Umatilla
22. Will B5 be accepted instead of B20?
See Question 11
23. From where is the current vendor supplying B20?
See Question 11
24. Will the City allow the pricing index for deliveries to temporarily be changed to cost – plus during sever storms (i.e. hurricanes) that disrupt regional supply?
County (not City) expects to pay contract pricing during emergencies, hurricanes, etc. Please see Exhibit A – Scope of Work or Services, page 5, "Delivery During Emergency/Hurricane/Disasters or Similar Events"
25. Is there a local vendor preference for this bid? If yes, how is the local preference calculated into the scoring for award?
Please visit our website at the following link to learn more about Lake County's reciprocal preference:
https://www.lakecountyfl.gov/pdfs/procurement/LCBCC_Local_Preference_Policy.pdf
26. Is the awarded vendor responsible for the costs of fuel testing?
No, the vendor is not responsible for testing the fuel
27. If yes, how many times was the fuel tested under the current contract?
See Question 26
28. Is the regular gasoline 87 octane to contain up to 10% ethanol?
Yes, regular 87* can contain up to 10% ethanol

29. Is the premium gasoline 93 octane to contain up to 10% ethanol?
Fleet does not purchase premium 93* unleaded
30. Is the mid-grade gasoline 89 octane to contain up to 10% ethanol?
Fleet does not purchase mid-grade 89* unleaded
31. When dyed diesel is delivered, will the vendor be permitted to bill off of the dyed diesel index?
No, the County is requesting pricing on OPIS rate
32. Will the awarded vendor be required to furnish performance or payment bonds?
No bonds required
33. If yes, what percentage of the contract are the bonds to be valued at?
See Question 32
34. Please provide specific OPIS city bidders are to use to base their price off of (i.e. TAFT vs Orlando)
OPIS rack price determined by the closest appropriate terminal for fuel
35. Will the bidder's answer to the VISA payment question factor into the County's basis for award?
No
36. Are the County and member of the Co-op currently paying fuel invoices with VISA?
The County reserves the right to retain this option for a payment vehicle
37. Is pricing based on OPIS? If so, which terminal?
Yes, see Question 34
38. Can a metered bill of lading from the terminal be accepted in lieu of the metered truck requirement? If no, please provide a copy of the current vendor's metered delivery ticket.
Yes, if a whole truck was ordered but, if less than that, no. See Question 2 and attachment
39. What is the difference between Group 2 Item 4 and Group 4 Item 9?
Duplication error. Revised pricing page has been posted to the website
40. What OPIS city would you prefer to be priced on?
See Question 34
41. What OPIS city are you currently being priced on?
Orlando, Florida OPIS
42. What is the expected contract start date?
January 2020
43. Could you please advise if ultra-low sulfur off road diesel will be acceptable in lieu of the high sulfur diesel requirement? There is no high sulfur diesel in the Orlando/Tampa region.
Fleet does not purchase/use High Sulfur Diesel Fuel
44. Are you currently receiving any Bio Diesel deliveries? If so, what is the percentage of the Bio?
Fleet does not purchase Bio-Diesel
45. Are any taxes or fees to be included in our margin or be billed separately on invoices?
Taxes/Fees billed separately on invoices are:
GFE Federal Excise Tax
DFE Federal Excise Tax
GMF State Motor Fuel Gas Tax
Pollution Gas & Pollution Diesel
Local Option Gas Lake & Local Option Diesel Lake
L.U.S.T. E10 & Fed Oil Spill & L.U.S.T. Diesel & Fed Oil Spill
46. Could you please send a list of bidders that received this solicitation?
Please see attached
47. Reviewing the bid documents for ITB 20-0701 and came across something that is of concern. In the items to be submitted that are listed on page 6 of the Invitation to Bid, one of the items is a copy of the rack/pipeline average for November 5, 2019 to verify prices for

each type of fuel bid. Is the County aware that OPIS is a copyrighted publication and it is a copyright violation to share this information? I realize that many bids request this information but wanted to make sure you were aware.

The County has verified this after speaking with OPIS. Pages 5 and 6 have been changed and the revised Invitation to Bid document is available on our website.

48. Are you using the Gross or Net Daily OPIS Rack Average?

Gross

49. Is the local office still applicable for this solicitation?

Yes (see page 6 of Exhibit A – Scope of Services or Work) however, any potential bidder can propose an option being as detailed as possible as to their proposal on office location.

The County reserves the right to follow up in this regard.

Firm Name: Port Consolidated Inc

I hereby certify that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this submittal on behalf of the Vendor.

Signature of Legal Representative Submitting this Bid: *Michael Griffith*

Date: 12/2/2019

Print Name: Michael Griffith

Title: Vice President

Primary E-mail Address: mgriffith@portconsolidated.com

Secondary E-mail Address:

EXHIBIT A – SCOPE OF WORK/SERVICES

20-0701

FUEL PRODUCTS

The purpose of this Invitation to Bid (ITB) is to establish one or more contract(s) for the provision of fuel products for the Lake County Board of County Commissioners (“County”) and other participation POOL members (“Entities”) as noted in the Special Terms and Conditions.

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more Vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received.

All fuel products supplied shall meet the specifications of the State of Florida Department of Agriculture and Consumer Services, State of Florida Department of Transportation and all Federal specifications.

The Vendor(s) shall provide gasoline, diesel, fuel oil, kerosene, LP propane gas, DEF (diesel exhaust fluid), and/or bio-diesel per the following specifications:

- **Gasoline**

Note: The denatured fuel ethanol delivered shall meet the requirements of the latest ASTM D4806 specifications as well as any regulations by the State of Florida and the Federal government.

- **Unleaded, 87 Octane**

Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws. To be delivered as ordered via tank wagon.

Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws. To be delivered as ordered via transport truck in full loads.

- **Unleaded, 89 Octane**

Gasoline, unleaded, antiknock (octane) index minimum 89 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, and volatility class suitable for Florida at time of scheduled use, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws. To be delivered as ordered via tank wagon.

Gasoline, unleaded, antiknock (octane) index minimum 89 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, and volatility class suitable for Florida at time of scheduled use, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws. To be delivered as ordered via transport truck in full loads.

- **Unleaded, Premium, 92/93 Octane**

EXHIBIT A – SCOPE OF WORK/SERVICES

20-0701

FUEL PRODUCTS

Gasoline, unleaded, premium, antiknock (octane) index minimum 92/93 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

Gasoline, unleaded, premium, antiknock (octane) index minimum 92 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws. To be delivered as ordered via transport truck.

Fuel Oil

- **Diesel Fuel, Grade No. 2-D Ultra Low Sulfur Fuel (REV 13 OCT 06)**

Oil, diesel fuel, grade no. 2-D ultra-low sulfur fuel (.0015 mass % sulfur, 40 centane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via tank wagon.

Oil, diesel fuel, grade no. 2-D ultra-low sulfur fuel (.0015 mass % sulfur, 40 centane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck.

- **Diesel Fuel, Grade No. 2-D High Sulfur Fuel**

Oil, diesel fuel, grade no. 2-D high sulfur fuel (.5 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via tank wagon.

Oil, diesel fuel, grade no. 2-D high sulfur fuel (.5 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck in full loads.

- **Diesel Fuel, Red Dye, Grade No. 2-D Low Sulfur Fuel**

Oil, diesel fuel, red dye, grade no. 2-D low sulfur fuel (.05 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via tank wagon.

Oil, diesel fuel, red dye, grade no. 2-D low sulfur fuel (.05 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck.

Kerosene

Kerosene shall be a refined petroleum distillate consisting of a homogenous mixture of hydrocarbons essentially free from water, inorganic, acidic, or basic compounds, and excessive amounts of particulate contaminants. It shall meet the requirements of the following specifications when tested in accordance with the latest version of the American Society for Testing and Materials Methods of Tests:

A. No. 1-K Kerosene.**(1) Color (ASTM D-156).**

(a) The color may not be darker than +16 Saybolt Scale.

(b) Dyeing agents may not be used to change the naturally refined color except when required by the US EPA or IRS.

(c) When dyeing of 1-K kerosene is required, it shall be dyed with Solvent Red 164 at the concentration spectrally equivalent to at least 3.9 pounds of the solid dye Standard Red 26 per 1,000 barrels in accordance with federal mandates.

(2) Flash Point (ASTM D-56)—38°C (100°F) minimum.

(3) Distillation (ASTM D-86)—End point 300°C (572°F) maximum.

(4) Sulfur (ASTM D-4045)—0.04 percent by mass, maximum.

B. No. 2-K Kerosene.

(1) Color (ASTM D-156). The color, before dying, may not be darker than +16 Saybolt Scale. Additionally, 2-K kerosene shall be dyed with Solvent Red 164 at the concentration spectrally equivalent to at least 3.9 pounds of the solid dye Standard Red 26 per 1,000 barrels in accordance with federal mandate to indicate that it is illegal for use as a propelling fuel in a vehicle designed for on-highway use.

(2) Flash Point (ASTM D-56)—38°C (100°F) minimum.

(3) Distillation (ASTM D-86)—End point 300°C (572°F) maximum.

(4) Sulfur (ASTM D-4045)—0.30 percent by mass, maximum.

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LP Gas

Propane Gas shall have the following properties and meet ASTM D1835-82, 86, 87, 91, 97 as well as State of Florida and Federal regulations:

Specific Gravity of Gas at 60° F 1.53

Specific Gravity of Liquid at 60° F 0.511

Boiling Point degrees F -44

BTU per Gallon- 91,500

BTU per Pound- 21,600

BTU per Cu. Ft. 2,530

Pounds per gallon 4.24

Cu. Ft. of Gas per gallon of liquid 36.2

Cu. Ft. of Gas per pound 8.5

Vapor Pressure, PSI at 70° F 122

Flammability Range in Air 2.4 to 9.5%

DEF-Diesel Exhaust Fluid

Bio-Diesel Fuel

1. This is a pre-blended fuel mixture consisting of twenty percent (20%) B100 virgin Soybean, Linseed, Palm Oil or other such bio component approved by vehicle manufacturers and eighty percent (80%) Ultra-Low Sulfur Diesel (petroleum based).
2. The approved oil component is to be chemically esterified in accordance with recommended ASTM standards so as to meet the optimum requirements of the Bio-Diesel blend.
3. Fuels that meet or exceed ASTM D6751 may be used for blending with distillate fuel.

The finished Bio-Diesel fuel shall meet or exceed the requirements in the following table:

TABLE OF TEST RESULTS

PRODUCT PROPERTY	ASTM TEST METHOD	MINIMUM	MAXIMUM
FLASH POINT °C	D93	130	
VISCOSITY @ 40° C	D445	4.0	6.0
TOTAL SULPHUR wt. %	D2622		.0015
CETANE NUMBER	D613	45	

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WATER/SEDIMENT g/m3

D1796

500

DELIVERY

The Vendor shall make deliveries within forty-eight (48) hours after placement of the order by the County/POOL Entity unless noted otherwise for a particular location in Attachment 2. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the Vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County/POOL Entity of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County/POOL Entity.

Should the Vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent Vendor with any re-procurement costs. If the Vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The Vendor shall maintain a copy of the authorization. If the Vendor is in doubt about any aspect of material pick-up, Vendor shall contact the appropriate user department to confirm the authorization.

The County and participating Entities reserve the right to split a transport load between no more than two (2) locations without additional cost.

DELIVERY DURING EMERGENCY/HURRICANE/DISASTERS OR SIMILAR EVENTS

It is hereby made part of this Invitation to Bid that before, during, and after a public emergency, disaster or event, hurricane, flood or other acts of God, that Lake County and all other POOL Entities covered under this contract, shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County/Entity. Vendor/contractor agrees to sell all goods and services to Lake County and/or the POOL Entities, as opposed to private citizen, on a first priority basis. The County/Entity expects to pay contractual prices for the goods and services required during an emergency situation. The Vendor/contractor shall furnish a twenty-four (24) hour phone number in the event of such as emergency in the pricing section of this ITB.

NOTE 1: Bidders shall submit a clear and concise capability plan and process to provide fuel in accordance with this contract in emergency situations. The perceived adequacy of this plan will be considered as a matter of bidder responsibility during the award evaluation process. See Section 1.36 of this solicitation for further detail in this regard.

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NOTE 2: If there are fuel restrictions, shortages and/or allocations placed on suppliers of fuel products by either terminal, suppliers and/or the government (local and/or federal) for any reason, then Vendors are to deliver fuel to the County and other Entities at the same percentage as allocated.

LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise stated in this solicitation the Vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

LOCAL OFFICE SHALL BE AVAILABLE

The Vendor shall maintain an office within Central Florida, defined as within the geographic boundaries of Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, or Sumter counties. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County/POOL Entities have an interest shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract; and the Vendor shall be held responsible for repairing or replacing property (to the satisfaction of the County/POOL Entity) which is damaged by reason of the Vendor's operation on the property. In the event the Vendor fails to comply with these requirements, the County/POOL Entity reserves the right to secure the required services and charge the costs of such services back to the Vendor.

The Vendor(s) shall be responsible for the removal of all surplus material and debris occurring from deliveries against any resultant contract(s). The Vendor(s) shall take precautions against damage to public and private property during the course of the contract. Should damage occur, by omission or commission, the Vendor shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done.

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- a. The Vendor shall be solely responsible for all spillage, which may occur during transit, loading or unloading operations. This shall include any and all costs for cleanup, investigations and/or site remediation required by environmental regulations.
- b. The Vendor shall immediately report any spillage to the ordering agency/department.
- c. Clean up shall be performed in accordance with the United States Environmental Protection Agency and the State of Florida Department of Environmental Protection guidelines and requirements. Failure to do so will initiate corrective action and charge back to the Vendor of any costs incurred.
- d. The County and participating agencies reserves the right to deny delivery vehicles leaking fuel or other hazardous materials access to government property. The Vendor will be notified of denied access and shall make delivery within one working day of notification time with a Florida Department of Transportation approved vehicle.
- e. The Vendor shall submit with its bid a copy of its Fuel Prevention Plan and Procedures in the event of an accidental spill.

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR

The Vendor(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County/POOL Entity of prompt delivery. If the delivery terms specified in the solicitation are not fulfilled by the Vendor, the County/POOL Entity reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re-procurement costs incurred by the County/POOL Entity. If the Vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT

Substitute brands may be considered during the contract period for discontinued brands. The Vendor shall not deliver any substitute item as a replacement to an awarded brand without express written consent of the Lake County Office of Procurement Services prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only when necessary. Excessive substitution requests may be cause to cancel the contract.

SUPPLIERS OF MATERIALS/PRODUCTS SHALL BE IDENTIFIED

If the Vendor shall be utilizing a third party distributor or manufacturer as the source of supply for

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obtaining and delivering products and/or materials required in conjunction with this solicitation, the Vendor shall be required to supply a copy of its contractual agreement with the supplier in its initial bid. The information contained in this contractual agreement shall include, but not be limited to: shipping and delivery terms, packaging requirements, and product specification sheets that attest to the quality of the product. If the Vendor fails to submit this information with its initial offer, the Vendor may be allowed to submit this documentation to the County during the offer evaluation period if such action is in the best interest of the County.

TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the Vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department by department basis.

Additionally, Vendor(s) may be requested to provide Material Safety Data Sheets to the County during the evaluation period.

ADDITIONAL DEFINITIONS PERTAINING TO FUEL PURCHASES

“Rack/Pipeline Averages” shall mean the fuel pricing provided by OPIS, Oil Price Information Service, which is the world's most widely accepted fuel price benchmark for supply contracts and competitive positioning. This Contract shall use the daily rack/pipeline averages as established by the OPIS.

“Fuel” shall mean any Fuel product obtained through this Contract. Fuel product shall include all grades of unleaded gasoline, diesel fuel, kerosene, liquid propane gas and Biodiesel to be delivered.

“Markup” shall mean the Vendor’s price to cover all costs associated with providing fuel. Markup will mean both positive and negative numbers. Markups may differ based on where the fuel is obtained according to the fuel terminals and actual type of fuel ordered. Markup for fuel shall be on a price per gallon basis. The Vendor shall assess no other fees associated with the delivery of Fuel except as more particularly detailed in the pricing section.

“Tank Wagon Delivery” shall mean a delivery by a tank wagon truck with a delivery of approximately 500 gallons or less (no minimum charges to be added if ordering less than 500 gallons) up to 4,440 gallons.

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“Transport Delivery” shall mean a delivery by a transport truck with a minimum delivery of 4,441 gallons up to 8,000 gallons.

ADMINISTRATIVE REPORTS

Consistent with the administrative needs of the County, certain relevant data regarding purchases of goods and/or services under County contracts is to be gathered and maintained. Accordingly, each Vendor under this contract shall provide quarterly reports to the County as to the nature of the goods and/or services purchased from them by the County and all Entities participating in the contract during the preceding three months.

The report(s) shall include the quantity, description and unit price(s) of the goods and/or services. The report(s) is to be submitted in writing to:

**Lake County BCC
Fleet Management Division
Attention: Joseph Blackwell
PO Box 7800
Tavares, FL 32778-7800**

The report(s) shall be submitted no later than fifteen (15) calendar days after the expiration of the third (3rd) month of each contract period. Failure to submit such report(s) in a timely manner may be considered a breach of performance and subject to formal proceedings in that regard.

BACKGROUND SCREENING (*APPLICABLE TO SCHOOL BOARD DELIVERIES ONLY)

The Vendor represents and warrants to the SCHOOL BOARD that the Vendor has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. Vendor covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. Vendor agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Vendor’s failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.

BIDDING GROUPS

To be considered for an award of any individual group, the bidder must bid on all entities, locations, and fuel types for that group.

BIDDER QUALIFICATIONS

Bidders shall, upon request, furnish satisfactory evidence of their ability to furnish products and/or services in accordance with the terms and conditions of this specification. The County reserves the right to make the final determination as to the bidder’s ability/qualification.

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A bid received from a company with documented unsatisfactory performance or unresolved problems in the County may not be considered for award.

CERTIFICATES OF CALIBRATION

All Vendors' equipment is to be within the State of Florida calibration guidelines. The entities may also require a copy of a State certificate of calibration. Each entity also reserves the right to randomly check the Vendor's calibration during the contract period.

Please submit a copy of your State of Florida Calibration Certificate with your bid submittal.

COUNTY AND ENTITIES TANKS

All Entities' tanks shall be properly equipped to enable Vendor to safely deliver fuel. The Vendor shall notify Entities of all situations that may be deemed unsafe before contract begins (See Section 1.4). A Vendor may refuse to deliver fuel to an unsafe fuel site if an Entity does not correct pre-contract unsafe conditions and/or post-contract safety issues until the safety issue is resolved. A back-haul charge may apply if a Vendor attempts to deliver fuel and the fuel site is deemed unsafe after pre award notification. The Entities shall be responsible for having proper equipment installed. All Entities shall work with the Vendor making a delivery to assure that the Vendor has proper accessibility to all tanks being fueled.

If deemed necessary, the vendor may be requested to provide new tanks (maximum size would be five hundred (500) gallon capacity) for on-site installation. The Entity requesting the new tank would be responsible for obtaining installation services. Vendors may submit pricing for tanks in Section 4, Pricing Section, Item 15. There is no guaranteed minimum or maximum quantity for this item. Request for new tank(s) would be strictly on an if-needed basis.

EXCEPTIONS/ADDITIONS

It shall be unacceptable for any bidder to make the statement "see specifications" in lieu of listing all exceptions/additions from the preceding specifications. It shall also be unacceptable for any bidder to submit manufacturer's literature in lieu of specifically noting all exceptions/additions from the preceding specifications. All exceptions/additions to our specifications shall be either handwritten or typed on an attached separate sheet and submitted with the initial bid response.

FEDERAL TAXES

It is the Counties and Cities preference to purchase all fuel against any contract derived from this bid request free of the Federal excise tax of **18.4** cents per gallon for gasoline and **24.4** cents per gallon for diesel and any adjustments of those taxes by the federal government.

Any questions regarding applicable Fuel taxes may be directed to the Department of Revenue at (850) 922-0712.

FUEL VAPOR CONTROL

Delivery trucks shall at all times comply with the current State of Florida and Federal regulations pertaining to fuel vapor control.

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KEEP FULL PROGRAMS

Agencies/departments may require a “Keep Full Program” due to locations or sensitivity. Awarded Vendors shall work with these agencies/departments immediately after contract award to set up working schedules for all parties.

METHOD OF MEASUREMENT

Fuel quantity shall be measured with a metered delivery truck certified/approved by the Florida Department of Agriculture. Transport vehicles shall reset meters to “0” before pumping at any County or P.O.O.L entity fuel site.

PRODUCT QUALITIES

Fuels supplied under this contract shall be free from contamination.

Contamination is defined as any element that enters pure refined gasoline or diesel fuel either naturally or by purposeful action, which is not a product of refined crude oil with the exception of ethanol, winter additives, detergents, and identifying dyes.

The County and/or participating entities reserves the right to test fuel(s) quality before, during, and after unloading. The Vendor shall pay for all cost associated with the testing. Should test results show the fuel(s) contains contamination; the fuel(s) will be rejected.

The Vendor shall be responsible for the removal of the fuel(s) from the property of the ordering agency/department within twenty-four (24) hours after requested to do so should test results show the fuel(s) contain contaminants at its own expense. The Vendor shall also be responsible with any cleanup to properly restore property, storage facilities, and equipment as a result of noncompliance with specifications at its own expense. Furthermore, the Vendor shall be fully responsible for any and all costs incurred for any equipment sustaining damage, which is attributed to a contaminated fuel(s), which the Vendor has delivered. The Vendor shall promptly pay for any such damages.

If aftermarket additives are used in fuels supplied by the Vendor, they shall comply with the Environmental Protection Agency’s (EPA) regulations and shall be compatible with the product. Additives which increase emissions of sulfur and other substances proven to damage the environment which are disallowed by EPA regulations will not be accepted.

TRANSPORTATION OF FUEL

Vendors must abide by the Florida Department of Transportation rules and regulations and all Federal regulations.

VOLUME MEASURE

For all transactions under this contract, a gallon is defined as a volume of 231 cubic inches at a standard temperature of sixty (60) degrees Fahrenheit.

PRICE REDETERMINATIONS

The Contractor may, but is not obligated to, petition for one or more price redeterminations where

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such price redeterminations are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) calendar days of the anniversary date of the Contract and only after the Contract has been in effect for at least one (1) year. Unless otherwise expressly set forth in the Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement.

- A. Basis for Price Redeterminations. The Contractor may petition for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the “base index number.” The County shall have the right to audit the Contractor’s records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
- B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the [Statistics Site](#). The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor’s employees or subcontractors performing work or services pursuant to the Agreement.
- C. Minimum Wage Price Redetermination. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition for price redetermination for those job categories where the pay to the Contractor’s employees is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employees by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Procurement Services Director and Internal Auditor.
- D. Fuel Price Redetermination. If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities “Unleaded Gasoline - WPU057104” or “#2 diesel fuel - WPU057303,” as such may be applicable to the

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Contractor's operations in connection with the Contractor's performance of the Agreement.

- E. Materials Price Redetermination. At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increases. Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Aluminum sheet and strip – PCU331315331315A", as published by the Bureau of Labor Statistics.

All Price Redeterminations shall be calculated as demonstrated in this example:

Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wage, fuel, or material).

Current applicable PPI	\$200.50
Base index PPI	<u>- \$179.20</u>
PPI increase dollars	\$21.30
PPI increase percentage	11.9%
(\$21.30 ÷ \$179.20 = .1189)	
Unit cost of the service is:	\$100.00
30% of \$100.00 is directly attributed to the redetermination category	\$30.00
\$30.00 × 11.9% =	\$3.57
New unit price is	\$103.57
(\$100 + \$3.57)	

- F. Expiration Upon Failure to Agree to Price Redetermination. If the County and the Contractor cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

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Vendor shall provide proof of insurance capabilities, including but not limited to, the requirements of this Solicitation. Coverage does not have to be in effect prior to a Purchase Order or Contract being executed by the County.

Awarded Vendor (Contractor) shall provide an original certificate of insurance reflecting coverage in accordance with the requirements of this Exhibit B within five (5) working days of such request. It must be received and accepted by the County prior to contract execution and before any work begins.

Contractor shall provide and maintain insurance policies with a company(ies) authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, or obligations of the Contractor under the terms and provisions of the Contract without cost or expense to the County during the entire term of any Contract. Contractor is responsible for timely provision of certificates of insurance to the County at the Certificate Holder address evidencing conformance with the Contract requirements at all times throughout the term of the Contract.

Such policies of insurance, and confirming certificates of insurance, must ensure the Contractor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the Contractor must provide a notarized statement to not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000. ****For this solicitation, Pollution Liability insurance is required with a minimum limit of \$1,000,000 and annual**

aggregate of \$2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as the County's interest may appear on all applicable liability insurance policies.

The certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the County.

Contractor must provide a copy of all policy endorsements reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate Holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance must evidence a waiver of subrogation in favor of the County, that coverage will be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Contractor will be responsible for subcontractors and subcontractors' insurance. Subcontractors must provide certificates of insurance to the Contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions, or the Contractor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

The County will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the Contractor or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the Contract for default.

Neither approval by the County of any insurance supplied by the Contractor or subcontractors, nor a failure to disapprove that insurance, will relieve the Contractor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

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LOCATION	TANK SIZE / TYPE FUEL GASOLINE	TANK SIZE / TYPE FUEL DIESEL
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ASTATULA, TOWN OF

Behind Community Building
25025 Kirkwood Avenue
Contact: Kitty Cooper
Telephone: 352.742.1100
Operating Hours 7:00 am to 4:00 pm

500
87 Octane

500
Ultra Low Sulfur

EUSTIS, CITY OF

Ardice Water Treatment Plant
400 Ardice Street
Contact: Katie Wilkins
Telephone: 352.357.5618
Operating Hours 7:30 am to 4:30 pm

2,000
Ultra Low Sulfur

Wastewater
801 Bates Avenue
Contact: Rick Houben
Telephone: 352.357.3777
Operating Hours 7:30 am to 4:30 pm

2,000 (Generator)
Ultra Low Sulfur
500 (Equipment)
High Sulfur-Off Road

Wastewater, Sorrento
33840 Cardinal Lane
Contact: Rick Houben
Telephone: 352.357.3777
Operating Hours 7:30 am to 4:30 pm

1,000 (Generator)
Ultra Low Sulfur

CR 44 Water Treatment Plant
3351 County Road 44A
Contact: Katie Wilkins
Telephone: 352.357.5618
Operating Hours 7:30 am to 4:30 pm

2,000
Ultra Low Sulfur

Haselton Water Treatment Plant
700 Haselton Street
Contact: Katie Wilkins
Telephone: 352.357.5618
Operating Hours 7:30 am to 4:30 pm

1,000
Ultra Low Sulfur

Eastern Water Treatment Plant, Sorrento
33840 Cardinal Lane

1,500
Ultra Low Sulfur

Contact: Katie Wilkins
 Telephone: 352.357.5618
 Operating Hours 7:30 am to 4:30 pm

Heathrow Water Treatment Plant, Sorrento
 25404 Camino Court
 Contact: Katie Wilkins
 Telephone: 352.357.5618

1,000
 Ultra Low Sulfur

Grand Island Water Treatment Plant, Grand Island
 3525 Grand Island Shore Road
 Contact: Katie Wilkins
 Telephone: 352.357.5618
 Operating Hours 7:30 am to 4:30 pm

1,000
 Ultra Low Sulfur

Bates Water Treatment Plant
 901 Bates Avenue
 Contact: Katie Wilkins
 Telephone: 352.357.5618
 Operating Hours 7:30 am to 4:30 pm

500
 Ultra Low Sulfur

Public Works
 400 Morin Street
 Contact: Robin Ward
 Telephone: 352.357.2414
 Operating Hours 6:30 am to 3:30 pm

500
 Ultra Low Sulfur

LADY LAKE, TOWN OF

Town Hall
 409 Fennell
 Contact: Ted Williams
 Telephone: 352.636.2229
 Operating Hours 7:00 am to 3:00 pm

6,000
 89 Octane
 “NO ETHANOL”

2,200
 High Sulfur-Off Road

Public Works
 Maintenance Shop
 136 Skyline Drive
 Contact: Ted Williams
 Telephone: 352.636.2229
 Operating Hours 7:00 am to 3:00 pm

500
 High Sulfur-Off Road
 2,000
 Low Sulfur

Well # 1
 126 Clay Avenue

500
 High Sulfur-Off Road

Contact: Ted Williams
 Telephone: 352.636.2229
 Operating Hours 7:00 am to 3:00 pm

Well # 2
 142 Shenandoah Avenue
 Contact: Ted Williams
 Telephone: 352.636.2229
 Operating Hours 7:00 am to 3:00 pm

Well # 3
 150 Skyline Drive
 Contact: Ted Williams
 Telephone: 352.636.2229
 Operating Hours 7:00 am to 3:00 pm

Lift Station # 1
 327 Oak St
 Contact: Ted Williams
 Telephone: 352.751.1526
 Operating Hours 7:00 am to 3:00 pm

Lift Station # 4
 704 US Hwy 441
 Contact: Ted Williams
 Telephone: 352.636.2229
 Operating Hours 7:00 am to 3:00 pm

Waste Water Treatment Plant
 Skyline Drive
 Contact: Ted Williams
 Telephone: 352.636.2229
 Operating Hours 7:00 am to 3:00 pm

250
 High Sulfur-Off Road

2,000
 High Sulfur-Off Road

1,100
 High Sulfur-Off Road

700
 High Sulfur-Off Road

900
 High Sulfur-Off Road

LEESBURG, CITY OF

Police Complex
 115 East Magnolia Street
 Contact: Susan Hatcher
 Telephone: 352.728.9877
 Hours of Operation: 7:00 am to 5:00 pm

12,000
 87 Octane

12,000
 Ultra Low Sulfur

Municipal Operations Center
 2010 West Griffin Road
 Contact: Susan Hatcher

5000
 87 Octane
 10,000

7,000
 Ultra Low Sulfur
 10,000

Telephone: 352.728.9877	87 Octane	Ultra Low Sulfur
Hours of Operation: 7:00 am to 5:00 pm		
Fire Station #3		1,000
9400 Veterans Road		Ultra Low Sulfur
Contact: Susan Hatcher		
Telephone: 352.728.9877		
Hours of Operation: 7:00 am to 5:00 pm		
Venetian Cove Marina (Retail Sale)	4,000	400
250 Ballpark Road	89 Octane	High Sulfur-Off Road
Contact: Maureen Goodman	“NO ETHANOL”	
Telephone: 352.728.0901		
Hours of Operation: 8:00 am to 4:00 pm		

MOUNT DORA, CITY OF

1250 North Highland Road	4,000	6,000
Contact: John Bruce	87 Octane	Ultra Low Sulfur
Telephone: 352.735.7176		
Operating Hours 7:30 am to 4:30 pm		

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

County Fuel Annex, Tavares	20,000	33,165
13130 County Landfill Road	87 Octane	Ultra Low Sulfur
Contact: Teresa Harrison		
Telephone: 352.742.3980		
Operating Hours 7:00 am to 5:30 pm		
PW Area Maintenance Area I, Leesburg	2 Tanks-500 each	2000
2310 West Griffin Road	87 Octane	Ultra Low Sulfur
Contact: Teresa Harrison		500
Telephone: 352.742.3980		High Sulfur-Off Road
Operating Hours 7:00 am to 5:30 pm		
Public Safety		500
Fire Station 10, Astor		Road Approved
23023 SR 40		Diesel
Contact: Capt. Steve Race		(On site)
Telephone: 352.343.9458		
Public Safety		500
Fire Station 15, Eustis / Pine Lakes		Road Approved
40601 Palm Drive		Diesel

Contact: Capt. Steve Race
Telephone: 352.343.9458

Electronic fuel system

Public Safety
Fire Station 39, Sorrento
31431 Walton Heath Avenue
Contact: Capt. Steve Race
Telephone: 352.343.9458

500
Ultra Low Sulfur

Public Safety
Fire Station 71, Leesburg
11305 Park Avenue
Contact: Capt. Steve Race
Telephone: 352.343.9458

500
87 Octane

500
Ultra Low Sulfur

Public Safety
Fire Station 77, Astatula
25028 Kirkwood Avenue
Contact: Capt. Steve Race
Telephone: 352.343.9458

500
87 Octane

500
Ultra Low Sulfur

Public Safety
Fire Station 109, Clermont
11630 Lakeshore Drive
Contact: Capt. Steve Race
Telephone: 352.343.9458

500
87 Octane

500
Ultra Low Sulfur

PW-Landfill, Tavares
13130 County Landfill Road
Contact: Teresa Harrison
Telephone: 352.742.3980
Operating Hours 7:30 am to 5:00 pm

500
Dyed Red Diesel*
Est. 1-2 loads/week
Delivery next
working day from call

PW-Maintenance Area II, Minneola
609 Disston Avenue
Contact: Teresa Harrison
Telephone: 352.742.3980
Operating Hours 7:00 am to 5:30 pm

5,000
87 Octane
500
87 Octane

2,000
Ultra Low Sulfur
500
High Sulfur-Off Road

PW-Maintenance Area III, Umatilla
19720 East 5th Street
Contact: Teresa Harrison
Telephone: 352.742.3980
Operating Hours 7:00 am to 5:30 pm

2 Tanks-500 each
87 Octane

2,000
Ultra Low Sulfur
500
High Sulfur-Off Road

EU-Mosquito Management, Tavares	2,000	500
401 South Bloxham Avenue	87 Octane	Ultra Low Sulfur
Contact: Tony Ellis	2,000	
Telephone: 352.343.9419	93 Octane	
Operating Hours 8:00 am to 4:00 pm		

LAKE COUNTY SCHOOL BOARD

North Lake Lot, Eustis	500	10,000
310 W Taylor Avenue	87 Octane	Ultra Low Sulfur
Contact: Randy Belton		
Telephone: 352.516.4745		
Operating Hours 6:00 am to 4:00 pm with one-hour notification		

Mount Dora Lot, Mount Dora		4,000
700 N Highland Avenue		Ultra Low Sulfur
Contact: Randy Belton		
Telephone: 352.516.4745		
Operating Hours 6:00 am to 4:00 pm with one-hour notification		

Leesburg Lot, Leesburg	3,000	10,000
400 McCormack Street	87 Octane	Ultra Low Sulfur
Contact: Randy Belton		
Telephone: 352.516.4745		
Operating Hours 6:00 am to 4:00 pm with one-hour notification		

Tavares Lot, Tavares		10,000
29529 SR 19		Ultra Low Sulfur
Contact: Randy Belton		
Telephone: 352.516.4745		
Operating Hours 6:00 am to 4:00 pm with one-hour notification		

Lake Ridge Bus Lot, Clermont	4,000	10,000
20265 US Hwy 27 North, Clermont	87 Octane	Ultra Low Sulfur
Contact: Randy Belton		
Telephone: 352.516.4745		
Operating Hours 6:00 am to 4:00 pm with one-hour notification		

Groveland Bus Lot, Groveland	4,000	10,000
601 Gadson St., Groveland	87 Octane	Ultra Low Sulfur
Contact: Randy Belton		
Telephone: 352.516.4745		
Operating Hours 6:00 am to 4:00 pm with one-hour notification		

Warehouse/Grounds, Tavares 1,000
 29529 CR 561 87 Octane
 Contact: Randy Belton
 Telephone: 352.516.4745
 Operating Hours 6:00 am to 4:00 pm with one-hour notification

EMERGENCY GENERATORS

LAKE COUNTY BOARD OF COUNTY COMMISIONERS

Generator sites orders will be placed on an as needed basis. Lake County will do its best to group together for delivery purposes or put on a “Keep Full Program” due to locations or sensitivity.

EMERGENCY GENERATORS, DIESEL FUELED

Government Buildings

Contact: Tom Elmore
 Telephone: 352-343.9760 or 352.267.4196
 Operating Hours 8:00 am to 5:00 pm

Main Jail, 551 W Main St, Tavares	2,000
Prelude, 551 W Main St, Tavares	500
Sheriff's Adm. Bldg., 360 Ruby St, Tavares	1,000
BCC Adm. Bldg. and Historical CH, 315 W Main St, Tavares	1,000
Facilities, 34200 County Road 473, Leesburg	300
Justice Center, 550 W Main St, Tavares	200
Public Defender, 123 N Sinclair, Tavares	120
Public Works, 437 Ardice Avenue, Eustis	300
Environmental Services, Landfill Road, Tavares	50
Tax Collector, 320 W Main St, Tavares	200
Central Energy Plant, 435 W Alfred St, Tavares	8000

Fire Stations

Contact: Capt. Steve Race
 Telephone: 352.343.9458
 Operating Hours 8:00 am to 5:00 pm

Station-10 23023 SR40, Astor	390
Station-15 40601 Palm Drive, Eustis	300
Station-21 25100 CR44A, Eustis	300
Station-27 19212 SR44, Eustis	20
Station-39 31431 Walton Heath Ave, Sorrento	300
Station-52 306 W. Hermosa St, Lady Lake	359
Station-54 6200 Lake Griffin Rd, Lady Lake	300
Station-71 11305 Park Ave, Leesburg	50

Station-72	12340 CR44, Leesburg	300
Station-76	8819 CR 48, Yalaha	300
Station-77	25028 Kirkwood Ave, Astatula	25
Station-78	16345 CR 448, Mount Dora	300
Station-109	11630 Lakeshore Dr, Clermont	300
Station-110	6234 CR 561, Clermont	300
Station-111	8805 Bay Lake Rd, Groveland	260
Station-112	16240 CR 474, Clermont	390

OFFICE OF PUBLIC SAFETY SUPPORT

EMERGENCY GENERATORS, DIESEL FUELED

“Orders will be placed on an as needed basis.”

Contact: Pat Stephens

Telephone: 352.326.0535

Email: pstephens@lakecountyfl.gov

Operating Hours 8:00 am to 5:00 pm

Support Services, 2345 S 14th St, Leesburg 1000

LAKE COUNTY BOARD OF COUNTY COMMISIONERS

EMERGENCY GENERATORS, LP GAS FUELED

LP Tank Size

Radio Tower Sites

Contact: Rob Richardson

Telephone: 352.253.1818

Astatula Tower: 26312 CR 561, Astatula	500
Astor Tower: 23025 SR 40, Astor	500
Buckhill Tower: 21923 South Buckhill Rd, Clermont	500
Groveland Tower: 12331 Dry Fork Rd, Groveland	500
Lady Lake Tower: 1113 Teal Lane, Lady Lake	500
Minneola Tower: 18250 Scrub Jay Lane, Minneola	500
Orange Mtn Tower: 8325 North Bradshaw Rd, Clermont	500
Progress Energy Tower: 14237 SR 50, Clermont	500
Royal Trails Tower: 43320 Redlands Rd, Eustis	500
Sorrento Tower: 27020 CR 46A, Sorrento	500
Station 112 Tower: 16300 CR 474, Clermont	500
Station 13 Tower: 25316 CR 42, Paisley	500
Mt Dora WWTP Tower: 1870 SR 46, Mt Dora	500
Tavares Water Tower: 316 N. Ingraham Ave, Tavares	500
Umatilla SBA Tower: 19430 East Third St, Umatilla	500
Countywide Radio Shop: 15839 Old US Hwy 441, Tavares	500

LAKE COUNTY SCHOOL BOARD**EMERGENCY GENERATORS, DIESEL FUELED**

Generator site orders will be placed on an as needed basis.

Contact: Randy Belton

Telephone: 352.516.4745

Operating Hours 6:00 am to 4:00 pm with one-hour notification

Low Sulfur

Astatula Elementary, 13925 Florida Ave	300
Astatula Sewage Treatment Plant, 13925 Florida Ave	200
Leesburg Elementary, 2229 South Street	300
Lost Lake Elementary, 1901 Johns Lake Rd, Clermont	300
Pine Ridge Elementary, 10245 CR 561, Clermont	300
Round Lake Elementary, 31333 Round Lake Rd, Mt Dora	300
Umatilla Elementary, 401 Lake St	300
Villages Elementary, 695 Rolling Acres Rd, Lady Lake	300
Windy Hills Middle, 3575 Hancock Rd, Clermont	300

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The undersigned hereby declares that: Port Consolidated Inc has examined and accepts the specifications, terms, and conditions presented in this solicitation, satisfies all legal requirements to do business with the County, and to furnish **FUEL PPRODUCTS** for which Bid Submittals were advertised to be received no later than 3:00 P.M. Eastern time on Error! Reference source not found. and further declares the firm will furnish **FUEL PRODUCTS** according to specifications, terms, and conditions. Furthermore, the undersigned is duly authorized to execute this Bid document and any contracts or other transactions required by award of this solicitation.

The County reserves the right to negotiate with the awarded Vendors for additional services similar in nature not known at time of Bid closing.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor will accept payment through the County VISA- based payment system: NO

PROMPT PAYMENT DISCOUNT: 0. if paid within: 0from invoicing. Note payment is Net 45 days otherwise.

CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the Lake County General Terms and Conditions page and accept the Lake County General Terms and Conditions dated 2/26/2019 as written. YES Failure to acknowledge may result in Proposal being deemed non-responsive.

CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. None

CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

RECIPROCAL VENDOR PREFERENCE:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by

another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding Vendor: Fort Lauderdale FL
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: YES If "yes" is checked, provide supporting detail: Location in Groveland, FL

GENERAL VENDOR INFORMATION:

Firm Name: Port Consolidated Inc

Street Address: 1150 W Broad Street, FL 34736

City: Groveland State and ZIP Code: FL 34736

Mailing Address (if different): PO Box 350430, Fort Lauderdale FL 33335

Telephone: 407-412-7253 Fax: 407-412-7255

Federal Identification Number / TIN: 59-1173292

DUNS Number: 04-677-7751

BID SIGNATURE:

I hereby certify the information indicated for this bid is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this submittal of behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addendums.

Name of Legal Representative Submitting this Bid: *Michael Griffith*

Date: 11/27/2019

Print Name: Michael Griffith

Title: Vice President

Primary E-mail Address: mgriffith@portconsolidated.com

Secondary E-mail Address:

The individual "signing" this quote affirms that the facts stated herein are true and that the response to this solicitation has been submitted on behalf of the aforementioned Vendor.

(County Use Only) AWARD OF CONTRACT BY THE COUNTY (County Use Only):

When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified in this solicitation. A Contract may be contingent upon a determination by the County that the firm has the capacity and capability to successfully perform the Contract. By signature below, the County confirms award to the above Vendor under solicitation, **20-0701, FUEL PRODUCTS**. A separate purchase order may be generated by the County to support the Contract.

Vendor awarded as: Sole Source

Signature of Authorized County Official: _____



COMPANY INFORMATION

COMPANY NAME: Port Consolidated, Inc. (A Florida Corporation)
BILLING ADDRESS: P.O. Box 350430
Fort Lauderdale, FL 33335-0430
STREET ADDRESS: 3141 SE 14 Avenue
Fort Lauderdale, FL 33316
TELEPHONE: (954) 522-1182
FAX: (954) 527-1191
ESTABLISHED: September 28, 1967
FEDERAL ID# 59-1173292
FLORIDA RESALE# 80-8015844164-7
D & B# 04-677-7751
PRESIDENT: Donald Carlton, Jr.
TYPE OF BUSINESS: Distributor of Fuel and Lubricants

BANK REFERENCE

Wells Fargo Bank, N.A.
Capital Finance Group
1100 Abernathy Road, NE, Suite 1600
Atlanta, GA 30328
Tel: (770) 508-1330
Fax: (866) 935-8838
Account # 4128725769

TRADE REFERENCES

Edna James Transport, Inc
P.O. Box 1293
Ft. Lauderdale, FL 33302
Tel: (954) 791-5496
Fax: (954) 792-2965

Broward Gear & Drive, Inc.
211 S.W. 29th Street
Fort Lauderdale, FL 33315
Tel: (954) 524-0311
Fax: (954) 763-1208

Bacon Environmental Services
P.O. Box 3236
Tequesta, FL 33316
Tel: (561) 644-3326

Pro Industries
2605 State Road 60 West
Mulberry, FL 33860
Tel: (863) 425-4991
Fax: (863) 425-1074

_____ is authorized to make inquiries to the above references for the purpose of granting credit privileges to Port Consolidated, Inc.

By: _____ Date: _____

Port Consolidated Inc

This is an indefinite quantity contract with no maximum limitation on the quantity of product to be ordered.
 To ensure inclusion of consideration in the resulting contract document, and assuming adequate performance by the selected Vendor(s), the County does guarantee a minimum ordering quantity equating to a value of not less than \$50,000 under any contract resulting from this solicitation.

The County and participating Entities reserve the right to split a transport load between no more than two (2) locations without additional cost.

Group One-Tank Wagon Loads

Item	Description	Markup (+) or (-) per Gallon
1	Unleaded Gasoline, 87 Octane	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$1.7480
	Handling/Transportation Fee Mark-up and down	\$0.0930
	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.18225
	Tax #2 - Local Option Lake County	\$0.14800
	Tax #3 - Florida Inspection Fee Net	\$0.00000
	Tax #4 L.U.S.T. Gas Net	\$0.00100
	Tax #5 - Pollution Gas Net	\$0.02071
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	\$2.19296

Total Estimated Qty. Item 1: 200,000 Gallons	Extended Price	\$ 438,592.00
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Item	Description	Markup (+) or (-) per Gallon
2	Unleaded Gasoline, 89 Octane	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$1.9115

	Handling/Transportation Fee Mark-up and down	\$0.0930
	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.18225
	Tax #2 - Local Option Lake County	\$0.14800
	Tax #3 - Florida Inspection Fee Net	\$0.00000
	Tax #4 L.U.S.T. Gas Net	\$0.00100
	Tax #5 - Pollution Gas Net	\$0.02071
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	\$2.35646

Total Estimated Qty. Item 2: 45,000 Gallons	Extended Price	\$ 106,040.88
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Group One-Tank Wagon Loads

Item	Description	Markup (+) or (-) per Gallon
3	Unleaded Gasoline, 92/93 Octane	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$2.2170
	Handling/Transportation Fee Mark-up and down	\$0.0930
	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.18225
	Tax #2 - Local Option Lake County	\$0.14800
	Tax #3 - Florida Inspection Fee Net	\$0.00000
	Tax #4 L.U.S.T. Gas Net	\$0.00100
	Tax #5 - Pollution Gas Net	\$0.02071
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	

	Total Cost per Gallon	\$2.66196
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Total Estimated Qty. Item 3: 20,000 Gallons	Extended Price	\$ 53,239.28
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Group Two-Transport Loads

Item	Description	Markup (+) or (-) per Gallon
4	Unleaded Gasoline, 87 Octane	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$1.7480
	Handling/Transportation Fee Mark-up and down	\$0.0240
	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.18225
	Tax #2 - Local Option Lake County	\$0.14800
	Tax #3 - Florida Inspection Fee Net	\$0.00000
	Tax #4 L.U.S.T. Gas Net	\$0.00100
	Tax #5 - Pollution Gas Net	\$0.02071
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	\$2.12396

Total Estimated Qty. Item 4: 330,000 Gallons	Extended Price	\$ 700,908.12
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Item	Description	Markup (+) or (-) per Gallon
5	Unleaded Gasoline, 89 Octane	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$1.9115
	Handling/Transportation Fee Mark-up and down	\$0.0240
	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.18225
	Tax #2 - Local Option Lake County	\$0.14800
	Tax #3 - Florida Inspection Fee Net	\$0.00000

	Tax #4 L.U.S.T. Gas Net	\$0.00100
	Tax #5 - Pollution Gas Net	\$0.02071
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	\$2.28746

Total Estimated Qty. Item 5: 12,000 Gallons	Extended Price	\$ 27,449.57
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Group Two-Transport Loads

Item	Description	Markup (+) or (-) per Gallon
6	Unleaded Gasoline, 92/93 Octane	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$2.2170
	Handling/Transportation Fee Mark-up and down	\$0.0240
	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.18225
	Tax #2 - Local Option Lake County	\$0.14800
	Tax #3 - Florida Inspection Fee Net	\$0.00000
	Tax #4 L.U.S.T. Gas Net	\$0.00100
	Tax #5 - Pollution Gas Net	\$0.02071
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	\$2.59296

Total Estimated Qty. Item 6: 1,000 Gallons	Extended Price	\$ 2,592.96
--	----------------	-------------

Group Three - Transport Loads

Item	Description	Markup (+) or (-) per Gallon
7	Diesel, Ultra Low Sulfur	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$2.0005
	Handling/Transportation Fee Mark-up and down	\$0.0230
	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.18100
	Tax #2 - Local Option Lake County	\$0.14800
	Tax #3 - Florida Inspection Fee Net	\$0.00000
	Tax #4 L.U.S.T. Gas Net	\$0.00100
	Tax #5 - Pollution Gas Net	\$0.02071
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	\$2.37421

Total Estimated Qty. Item 7: 120,000 Gallons	Extended Price	\$ 284,905.68
--	----------------	---------------

Group Three - Tank Wagon Loads

** Transport Loads to differ from Item 9

Item	Description	Markup (+) or (-) per Gallon
8	Diesel, High Sulfur-Off Road	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$1.9957
	Handling/Transportation Fee Mark-up and down	\$0.0230
	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.00000
	Tax #2 - Local Option Lake County	\$0.00000
	Tax #3 - Florida Inspection Fee Net	\$0.00000
	Tax #4 L.U.S.T. Gas Net	\$0.00100
	Tax #5 - Pollution Gas Net	\$0.02071
	Tax #6 - insert description	
	Tax #7 - insert description	

	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	\$2.04041

Total Estimated Qty. Item 8: 90,000 Gallons	Extended Price	\$ 183,637.26
---	----------------	---------------

Group Four - Tank Wagon Loads

Item	Description	Markup (+) or (-) per Gallon
9	Diesel, High Sulfur-Off Road	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$1.9957
	Handling/Transportation Fee Mark-up and down	\$0.0950
	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.18225
	Tax #2 - Local Option Lake County	\$0.14800
	Tax #3 - Florida Inspection Fee Net	\$0.00000
	Tax #4 L.U.S.T. Gas Net	\$0.00100
	Tax #5 - Pollution Gas Net	\$0.02071
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	\$2.44266

Total Estimated Qty. Item 10: 10,000 Gallons	Extended Price	\$ 24,426.64
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Group Five - Tank Wagon Loads

Item	Description	Markup (+) or (-) per Gallon
10	Kerosene	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$2.1797
	Handling/Transportation Fee Mark-up and down	\$0.2500

	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.00000
	Tax #2 - Local Option Lake County	\$0.00000
	Tax #3 - Florida Inspection Fee Net	\$0.00000
	Tax #4 L.U.S.T. Gas Net	\$0.00100
	Tax #5 - Pollution Gas Net	\$0.02071
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon	\$2.45139

Total Estimated Qty. Item 11: 300 Gallons	Extended Price	\$ 735.42
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Note: Pricing from World Fuel is issued every Tuesday on a weekly basis

Taxed example for Commercial Use (not in planes) Exempted from Federal and State Sales Tax

Group Six - Tank Wagon Loads

no Bid

Item	Description	Markup (+) or (-) per Gallon
11	LP Gas	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$0.0000
	Handling/Transportation Fee Mark-up and down	\$0.0000
	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.00000
	Tax #2 - Local Option Lake County	\$0.00000
	Tax #3 - Florida Inspection Fee Net	\$0.00000
	Tax #4 L.U.S.T. Gas Net	\$0.00000
	Tax #5 - Pollution Gas Net	\$0.00000
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	

	Total Cost per Gallon	\$0.00000

Total Estimated Qty. Item 12: 300 Gallons	Extended Price	\$ -
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Group Seven - Tank Wagon Loads

No Bid

Item	Description	Markup (+) or (-) per Gallon
12	Bio-Diesel	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$0.0000
	Handling/Transportation Fee Mark-up and down	\$0.0000
	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.00000
	Tax #2 - Local Option Lake County	\$0.00000
	Tax #3 - Florida Inspection Fee Net	\$0.00000
	Tax #4 L.U.S.T. Gas Net	\$0.00000
	Tax #5 - Pollution Gas Net	\$0.00000
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon (quantitiy unknown at this time)	\$0.00000

Group Eight - Transport Loads

No Bid

Item	Description	Markup (+) or (-) per Gallon
13	Bio-Diesel	
	Current Rack/Pipeline charge as of Nov. 5, 2019	\$0.0000
	Handling/Transportation Fee Mark-up and down	\$0.0000
	Vendor Administrative Margin Mark-up or down	\$0.0000
	Tax #1 - State Motor Fuel Gas	\$0.00000
	Tax #2 - Local Option Lake County	\$0.00000

	Tax #3 - Florida Inspection Fee Net	\$0.00000
	Tax #4 L.U.S.T. Gas Net	\$0.00000
	Tax #5 - Pollution Gas Net	\$0.00000
	Tax #6 - insert description	
	Tax #7 - insert description	
	Tax #8 - insert description	
	Tax #9 - insert description	
	Total Cost per Gallon (quantity unknown at this time)	\$0.00000

Additional / Alternate Item(s)		no Bid
Item	Description	Markup (+) or (-) per Gallon
14	Tank	
	Five Hundred (500) Gallon Capacity	\$0.0000
	Other Capacity in _____ Gallons	\$0.0000
	Other Capacity in _____ Gallons	\$0.0000
	Other Capacity in _____ Gallons	\$0.00000
	Total Cost per Gallon (quantity unknown at this time)	\$0.00000

Group Nine - Option for On-Site Transport Trailers in an Emergency Situation

Bidders shall provide the daily price for limited basis availability of empty transport trailers and left at protected County facilities to serve as emergency fuel supplies: Example \$ _1.00_ per trailer/per day.

Fuel types to be determined and charged per contract pricing

2,000 to 4,000 Gallon Trailer @ \$ _____ per day

4,000 to 6,000 Gallon Trailer @ \$500 per day

6,000 to 8,000 Gallon Trailer @ _____ per day

Additional sizes may be added here:

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CLEAR PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
76-Mot	b 125-3	-- --	-- --	-- --	-- --	206.18	+ .81	11/04	18:00
FlntHlsRs	u N-10	-- --	-- --	-- --	-- --	201.40	+ .80	11/04	18:00
Huguenot	u N-10	-- --	-- --	-- --	-- --	201.39	+ .79	11/04	18:00
Marathon	b 1-10	-- --	-- --	-- --	-- --	204.75	- .25	11/04	18:00
Marathon	u N-10	-- --	-- --	-- --	-- --	201.70	- .25	11/04	18:00
Motiva	u N-10	-- --	-- --	-- --	-- --	206.12	+ 1.10	11/04	18:00
Shell-Mot	b 125-3	-- --	-- --	206.18	+ .81	-- --	-- --	11/04	18:00
Sunoco	b 125-3	-- --	-- --	-- --	-- --	205.95	+ .63	11/04	18:00
LOW RACK		-- --		206.18		201.39			
HIGH RACK		-- --		206.18		206.18			
RACK AVG		-- --		206.18		203.93			
FOB COLONIAL		166.370		-- --		-- --			
FOB ORLANDO		-- --		178.52		190.52			
BRD LOW RACK		-- --		206.18		204.75			
BRD HIGH RACK		-- --		206.18		206.18			
BRD RACK AVG		-- --		206.18		205.63			
UBD LOW RACK		-- --		-- --		201.39			
UBD HIGH RACK		-- --		-- --		206.12			
UBD RACK AVG		-- --		-- --		202.65			
CONT AVG-11/05		-- --		206.18		203.93			
CONT LOW-11/05		-- --		206.18		201.39			
CONT HIGH-11/05		-- --		206.18		206.18			

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CBOB ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Vitol	u N-10	170.75	+ .75	188.75	+ .75	208.75	+ .75	11/04	18:00
Valero	u N-10	170.90	- .15	185.90	- .15	211.90	- .15	11/04	18:00
Marathon	u N-10	171.05	+ .80	185.05	+ .80	213.05	+ .80	11/04	18:00
FlntHlsRs	u N-10	171.35	+ .70	184.35	+ .70	206.35	+ .70	11/04	18:00
Huguenot	u N-10	172.00	+ .38	184.44	+ .44	206.44	+ .44	11/04	18:00
Motiva	u N-10	172.12	+ 1.10	190.12	+ 1.10	220.12	+ 1.10	11/04	18:00
Citgo	u 1-10	175.36	+ .64	193.55	+ .65	224.86	+ .65	11/04	18:00
Sunoco	b 125-3	176.17	+ .10	191.67	+ .10	226.41	+ .29	11/04	18:00
Citgo	b 1-10	176.23	+ .75	191.43	+ .74	226.43	+ .74	11/04	18:00
Mystik	b 1-12	176.23	+ .75	191.43	+ .74	225.73	+ .75	11/04	18:00
Valero	b 1-10	176.35	+ 1.00	193.45	+ 1.00	226.95	+ 1.00	11/04	18:00
XOM	b 125-3	176.42	- .17	193.12	- .18	227.10	- .17	11/04	19:00
76-Mot	b 125-3	176.68	+ .66	193.89	+ .65	226.05	+ .66	11/04	18:00
Marathon	b 1-10	176.77	+ 1.11	193.26	+ 1.11	226.26	+ 1.11	11/04	18:00
Shell-Mot	b 125-3	176.98	+ .66	194.20	+ .66	228.63	+ .66	11/04	18:00
Chevron	b 1t45c	177.00	+ 1.10	193.90	+ 1.10	228.50	+ 1.10	11/04	18:00
Texaco	b 1t45c	177.00	+ 1.10	193.90	+ 1.10	228.50	+ 1.10	11/04	18:00
BP	b 125-3	177.04	+ 1.00	198.34	+ 1.00	228.54	+ 1.00	11/04	18:00
LOW RACK		170.75		184.35		206.35			
HIGH RACK		177.04		198.34		228.63			
RACK AVG		174.80		191.15		221.70			
FOB ORLANDO		165.13		-- --		180.66			
BRD LOW RACK		176.17		191.43		225.73			
BRD HIGH RACK		177.04		198.34		228.63			
BRD RACK AVG		176.62		193.51		227.19			
UBD LOW RACK		170.75		184.35		206.35			
UBD HIGH RACK		175.36		193.55		224.86			
UBD RACK AVG		171.93		187.45		213.07			
CONT AVG-11/05		174.80		191.15		221.70			
CONT LOW-11/05		170.75		184.35		206.35			
CONT HIGH-11/05		177.04		198.34		228.63			

ORLANDO, FL

LOW RETAIL 223.70

AVG RETAIL 240.18

LOW RETAIL EX-TAX 170.98

AVG RETAIL EX-TAX 186.57

OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Huguenot	u N-10	191.27o	- 4.94	-- --	-- --	-- --	-- --	10/30	18:00
FlntHlsRs	u N-10	196.65	+ 1.30	-- --	-- --	-- --	-- --	11/04	18:00
Marathon	u N-10	196.75	+ 1.25	-- --	-- --	-- --	-- --	11/04	18:00
Valero	u N-10	196.90	+ .95	-- --	-- --	-- --	-- --	11/04	18:00
Motiva	u N-10	197.00	+ .85	-- --	-- --	-- --	-- --	11/04	18:00
Northville	u N-10	197.00	+ 1.00	-- --	-- --	-- --	-- --	11/04	18:00
Vitol	u N-10	198.00	+ .75	-- --	-- --	-- --	-- --	11/04	18:00
Marathon	b 1-10	199.60	+ 1.27	-- --	-- --	-- --	-- --	11/04	18:00
Citgo	b 1-10	200.76	+ 1.05	-- --	-- --	-- --	-- --	11/04	18:00
Citgo	u 1-10	200.76	+ 1.05	-- --	-- --	-- --	-- --	11/04	18:00
Mystik	b 1-12	200.76	+ 1.05	-- --	-- --	-- --	-- --	11/04	18:00
Motiva	b 125-3	201.04	+ .61	-- --	-- --	-- --	-- --	11/04	18:00
Valero	b 1-10	201.05	+ .40	-- --	-- --	-- --	-- --	11/04	18:00
76-Mot	b 125-3	201.55	+ 1.01	-- --	-- --	-- --	-- --	11/04	18:00
Sunoco	b 125-3	201.65	+ .79	-- --	-- --	-- --	-- --	11/04	18:00
XOM	b 125-3	201.69	+ 1.10	-- --	-- --	-- --	-- --	11/04	19:00
BP	b 125-3	201.88	+ 1.60	-- --	-- --	-- --	-- --	11/04	18:00
Shell-Mot	b 125-3	201.90	+ .63	-- --	-- --	-- --	-- --	11/04	18:00
Chevron	b 1t45c	203.00	+ .50	-- --	-- --	-- --	-- --	11/04	18:00
Texaco	b 1t45c	203.00	+ .50	-- --	-- --	-- --	-- --	11/04	18:00
LOW RACK		196.65		-- --		-- --			
HIGH RACK		203.00		-- --		-- --			
RACK AVG		200.05		-- --		-- --			
FOB COLONIAL		184.900		-- --		-- --			
FOB ORLANDO		188.50		-- --		-- --			
BRD LOW RACK		199.60		-- --		-- --			
BRD HIGH RACK		203.00		-- --		-- --			
BRD RACK AVG		201.49		-- --		-- --			
UBD LOW RACK		196.65		-- --		-- --			
UBD HIGH RACK		200.76		-- --		-- --			
UBD RACK AVG		197.58		-- --		-- --			
CONT AVG-11/05		200.05		-- --		-- --			
CONT LOW-11/05		196.65		-- --		-- --			
CONT HIGH-11/05		203.00		-- --		-- --			

o=out of product

OPIS CONTRACT BENCHMARK FILE
 OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Huguenot	u N-10	191.77o	- 4.94	-- --	-- --	-- --	-- --	10/30	18:00
Marathon	u N-10	197.25	+ 1.25	-- --	-- --	-- --	-- --	11/04	18:00
FlntHlsRs	u N-10	197.40	+ 1.30	-- --	-- --	-- --	-- --	11/04	18:00
Valero	u N-10	197.40	+ .95	-- --	-- --	-- --	-- --	11/04	18:00
Motiva	u N-10	197.50	+ .85	-- --	-- --	-- --	-- --	11/04	18:00
Northville	u N-10	197.50	+ 1.00	-- --	-- --	-- --	-- --	11/04	18:00
Vitol	u N-10	198.35	+ .75	-- --	-- --	-- --	-- --	11/04	18:00
Marathon	b 1-10	200.10	+ 1.26	-- --	-- --	-- --	-- --	11/04	18:00
XOM	b 125-3	200.91	+ 1.05	-- --	-- --	-- --	-- --	11/04	19:00
Citgo	b 1-10	201.16	+ 1.05	-- --	-- --	-- --	-- --	11/04	18:00
Citgo	u 1-10	201.16	+ 1.05	-- --	-- --	-- --	-- --	11/04	18:00
Mystik	b 1-12	201.16	+ 1.05	-- --	-- --	-- --	-- --	11/04	18:00
Sunoco	b 125-3	202.15	+ .79	-- --	-- --	-- --	-- --	11/04	18:00
BP	b 125-3	202.38	+ 1.60	-- --	-- --	-- --	-- --	11/04	18:00
LOW RACK		197.25		-- --		-- --			
HIGH RACK		202.38		-- --		-- --			
RACK AVG		199.57		-- --		-- --			
FOB ORLANDO		188.85		-- --		-- --			
BRD LOW RACK		200.10		-- --		-- --			
BRD HIGH RACK		202.38		-- --		-- --			
BRD RACK AVG		201.31		-- --		-- --			
UBD LOW RACK		197.25		-- --		-- --			
UBD HIGH RACK		201.16		-- --		-- --			
UBD RACK AVG		198.08		-- --		-- --			
CONT AVG-11/05		199.57		-- --		-- --			
CONT LOW-11/05		197.25		-- --		-- --			
CONT HIGH-11/05		202.38		-- --		-- --			

o=out of product

ALL PRICES ON THE BID SHEET SHALL BE FIGURED AS STATED IN THE DETAILED SPECIFICATIONS. COMPLETE THE FOLLOWING INFORMATION AS WELL:

1. SHIP TO ADDRESS: INVOICE TO:
As required on each order by each entity As required on each order by each entity

2. Name and telephone of person to contact for emergency service:

Name: Michael Griffith

Telephone/Cell/Pager Numbers: 813-751-7703

3. Disaster assistance:

Name: Michael Griffith

Home Number 813-751-7703

Telephone/Cell/Pager

4. Exceptions/Additions to specifications (If yes, provide specific detail with initial response):

Yes _____ No ✓

5. Will your firm accept Visa Purchasing Cards, Wire Transfers or E-Payable form of payment?

Yes ✓ No _____

Discount (if any) for the above payment types: 0 %

If E Payable would be acceptable please note a contact person/telephone number to set up payment information:

Lisa Patanzo (954) 449-8808

6. Calendar days required to commence contract: 0 days

7. Back Order Haul Charge

\$0

8. Minimum order (If Any) X

9. Handling fee if less than minimum order \$0

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Lake County FL

Bid: 20-0701

Gasoline, Diesel, Fuel, Kerosene, LP Gas and Bio Diesel

**DELIVERY DURING EMERGENCY/HURRICANE/DISASTERS OR SIMILAR
EVENTS**

NOTE 1: Bidders shall submit a clear and concise capability plan and process to provide fuel in accordance with this contract in emergency situations. The perceived adequacy of this plan will be considered as a matter of bidder responsibility during the award evaluation process. See Section 1.36 of this solicitation for further detail in this regard.

NOTE 2: If there are fuel restrictions, shortages and/or allocations placed on suppliers of fuel products by either terminal, suppliers and/or the government (local and/or federal) for any reason, then Vendors are to deliver fuel to the County and other Entities at the same percentage as allocated.

Port Consolidated Inc

Port Consolidated Inc

Emergency Conditions Policy

Port Consolidated is very well prepared to service our customers in the event of any emergency condition. We currently are the emergency supplier for HCA Hospital Group, Florida Power and Light, Pasco County, Lake County, Lee County, TECO, and Publix just to name a few. Below are some of our capabilities:

- We have 11 offices throughout the state of Florida where we store and delivery bulk fuels
- We have secure supply contracts with the major fuel suppliers in the Port of Tampa, Port Everglades, and Jacksonville.
- We have fuel agreements with almost every supplier in Florida in every terminal in Florida
- We have our own storage of over 3,000,000 gallons which we keep everything full during hurricane season.
- All of our trucks and drivers a company employees so we never have to depend on common carriers.
- All of our facilities have generators on site and each manager has access to satellite phones during and emergency.

In general no other wholesale fuel supplier in Florida matches up with our storage and delivery capabilities.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Event, Road Closure, and Sign Request <i>Martin Luther King Jr. Day</i>		
Requested Action		
Recommend allowing Christian Men In Action to have the Martin Luther King Day event, with road closures (parade), and signs placed on City property. The event begins at McKinney Park and will continue to Waterfront Park on January 17, 2022.		
Staff Report		
Christian Men In Action is requesting to have the Martin Luther King Jr. Day event, with road closures (parade), and signs placed on City property. The event would begin at McKinney Park and continue to Waterfront Park on January 17, 2022. The event is co-sponsored by the City. Road closures would begin at 9:00 a.m. and would be as follows: - Bloxam Ave. at McKinney - East Ave., Northbound lane until Palm Street heading into Waterfront Park They are also requesting that signage be put up on City property two weeks before the event. Installation would be 1/7/22 and removal would be 1/18/22.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 1-17-22 MLK Jr Day & Parade	1-17-22 MLK Jr Day & Parade.pdf	
2. MLK Parade Route	MLK Parade Route.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date

10/27/2021

Name of Event

Martin Luther King Jr. Celebration & PARADE

Date(s) of Event

01/17/2022

Estimated Attendance: 300-400

Event Start Time:

1100 AM

Event End Time:

1600 PM

Before Event Setup Time:

0800 AM

After Event Cleanup Time:

1600 PM

Name of Organization/Applicant

Christian Men in Action

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

Check Type of Organization

☐

Resident

☐

Non Resident

☒

Non-Profit

☐

Business

Non-Profit documentation must be provided with application.

Tax Exempt

☒

Yes

☐

No

If yes, provide Tax Exempt #

06-1753112

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

Federal ID # or Driver's License #

Event Contact

Tim Murry

Email

tleemurry@754@gmail.com

Day Phone

352 217 1140

Cell Phone

352 217 1140

Address

PO Box 331

City

Minneola

State

FL

Zip

34755

Secondary Contact

Phone #

Briefly Describe Event:

Various artists will be performing throughout the day on stage. Vendors will be available for food.

Location of Event on City Property:

☐

A

☐

B

☒

C

☐

D

☒

Map 1

☐

Map 2

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

Other Location:

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

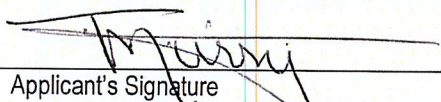
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

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

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

Indemnification, Insurance and Additional Costs

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


Applicant's Signature

Timothy Murry
Printed Name

President, Christian Men in Action
Title

10/27/2021
Date

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

Department / Division Routing:

a) Police Department

b) Development Services Dept.

c) Public Works Department

d) Fire Department

e) Parks & Recreation Department

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

FACILITY SALES RECEIPT



Receipt # 73137
Payment Date: 10/27/21
Household: 1094

Clermont City Center
 620 West Montrose Street
 CLERMONT FL 34711
 Phone: (352)708-5975

Christian Men in Action Community D
 574 E Desoto St
 Clermont FL 34711

Reservation Details: Waterfront Park, Waterfront Park Entire - Area C

Reserv. Contact: **Christian Men in Action Community Development Corporation**
 Phone Number: **(Not Assigned)**
 Reserv. Number: 10843
 Status: Firm
 Purpose: MLK Jr Celebration and Parade

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Mon 01/17/2022 6:00A to 10:00P	10.00	10.00	0.00	0.00	10.00

<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Application Fee	10.00	1.00	0.00	0.00	10.00

Special Questions: Police Requests:
 Fire Requests:

Processed on 10/27/21 @ 3:29 pm by acardarelli

Total New Fees	10.00
Total Due	10.00
Total Fees Paid	0.00
Total Paid	0.00
Balance From Receipt	10.00

MLK Proposed Parade Route 1/21/19

- **Begin at McKinney Park**
- **Bloxam to Desoto**
- **Desoto to East Ave.**
- **East Ave. to Waterfront Park**





MLK Proposed Parade Route 1/17/21

- **Begin at McKinney Park**
- **Bloxam to Desoto**
- **Desoto to East Ave.**
- **East Ave. to Waterfront Park**



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Event and Open Container Request <i>Illuminate For Inclusion</i>		
Requested Action		
Recommend to approve the event and open containers for "Illuminate for Inclusion" at Waterfront Park on April 2, 2022.		
Staff Report		
Central Florida Dreamplex has requested to have an event, at Waterfront Park, with open container from 6 p.m. to 9 p.m on April 2, 2022. The event organizer has agreed to comply with all safety requirements from the Clermont Police and Fire Department, and will dispense alcohol from their licensed establishment.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 4-2-22Illuminate for Inclusion application	4-2-22Illuminate for Inclusion application.pdf	
2. Illuminate for Inclusion-Alcohol Request	Illuminate for Inclusion-Alcohol Request.pdf	
3. Illuminate for Inclusion-Layout	Illuminate for Inclusion-Layout.pdf	



1146

APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 5/18/21
Name of Event Central Florida Dreamplex's Illuminate for Inclusion
Date(s) of Event 4/2/2022 Estimated Attendance: 1,000
Event Start Time: 6:00 PM Event End Time: 9:00 PM
Before Event Setup Time: 9:00 AM After Event Cleanup Time: 10:00 PM
Name of Organization/Applicant Central Florida Pediatric Therapy Foundation / Central Florida Dreamplex

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

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-80163037700-0

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

Federal ID # or Driver's License # 27-1429422

Event Contact Cameron Gomes Email cgomes@cfldreamplex.com

Day Phone 352-394-0212 Ext 104 Cell Phone 352-409-3692

Address 2400 S. Hwy 27 Suite B201 City Clermont State FL Zip 34711

Secondary Contact Bruce Haase Phone # 414-788-3342

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Central Florida Dreamplex - same info as above

Briefly Describe Event: Benefit concert with food trucks

Location of Event on City Property: Map 1 ☐ A ☐ B ☒ C ☐ D ☐ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☐ Yes ☒ No Size of Tent*

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: Stage sound and lighting
Additional permits may be required based on use

Electrical Power Provided: ☐ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: light towers, if necessary
If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☒ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No
If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☒ Food Trucks
Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals
Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No
*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☐ Yes ☒ No
Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No
*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No
Describe:

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No
If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Central Florida Dreamplex: Illuminate for Inclusion
 DATE OF EVENT: 4/2/2022
 EVENT CONTACT: Cameron Gomes
 REFUND MAILING ADDRESS: 2400 S. Hwy 27 Suite B201
 Street Address
Clermont FL 34711
 City ST Zip
 CELL PHONE: 352-409-3692

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	350
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		1500
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

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

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

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


Applicant's Signature

CEB

Title

Cameron Gomes

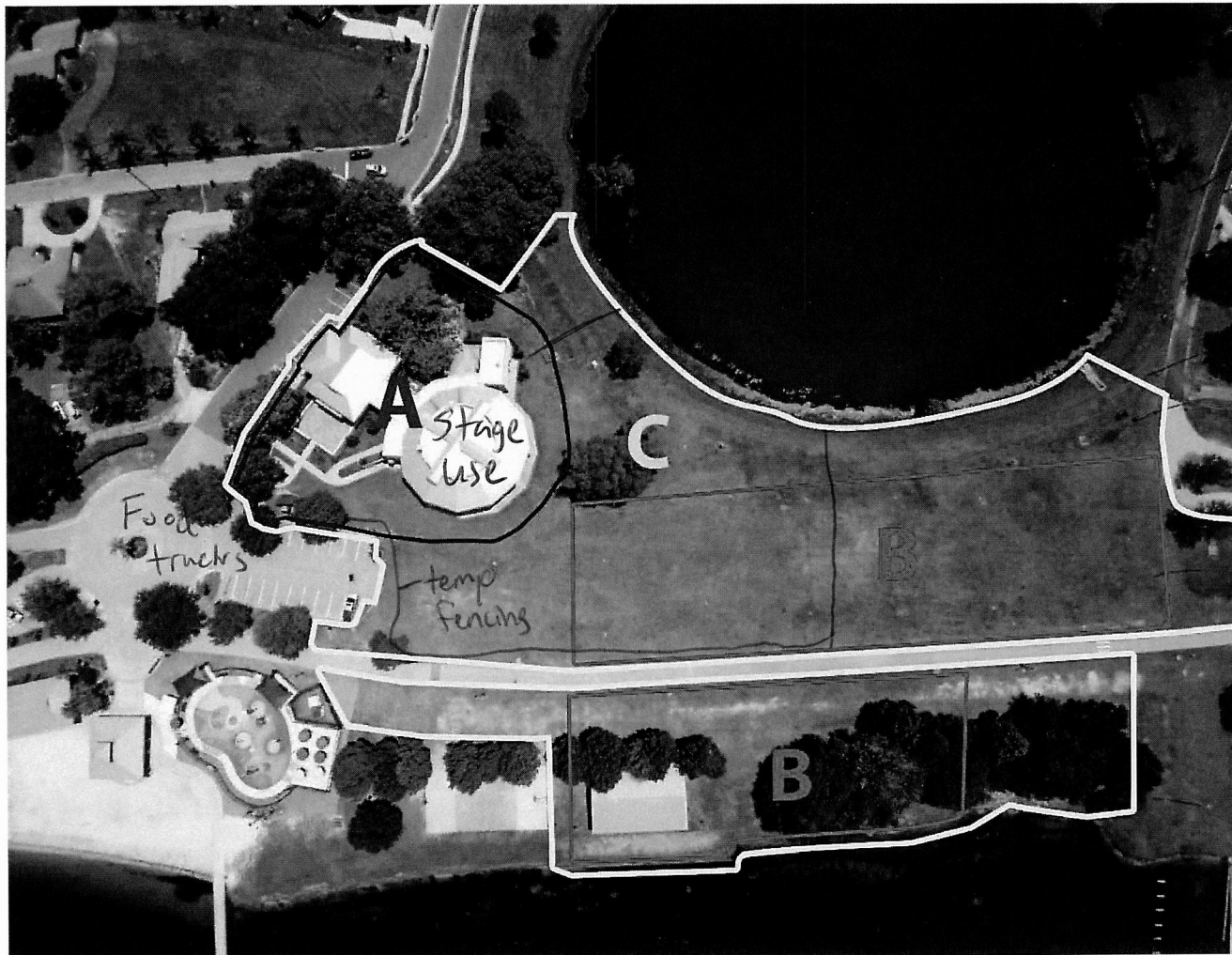
Date 5/18/21

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

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

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

MAP 1



**CITY OF CLERMONT
PROGRAM / RENTAL
CORONAVIRUS/COVID-19 RISK ACKNOWLEDGMENT
INDEMNIFICATION / HOLD HARMLESS**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the City of Clermont is taking reasonable preventative measures in order to reduce the spread of COVID-19. However, the City of Clermont cannot and does not guarantee that the program/rental participants, your family or yourself will not become infected with COVID-19.

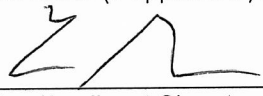
By signing this Risk Acknowledgment Indemnification/Hold Harmless Form, I, Cameron Gomes (hereinafter named "Organizer"), hereby acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that program/rental participants, my family, my team or myself may be exposed to and/or infected by COVID-19 by participating in Illuminate for Inclusion (hereinafter the "Program/Rental") and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand the risk of becoming exposed to and/or infected by COVID-19 while participating in and operating the Program/Rental on or near City of Clermont property may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Clermont employees, volunteers and other participants. I the Organizer, voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to any participant, my family or myself.

I consent and agree to comply with all preventative measures required by the City of Clermont and/or the League, Program, or Rental including, but not limited to, social distancing and Maximum capacity rules. I understand that failure of the Program/Rental to comply with any request from the City of Clermont or the Program/Rental in relation to any preventative measures may result in the Program/Rental's expulsion from the City property and termination of any and all Agreements.

I hereby release, covenant not to sue, discharge, indemnify and hold harmless the City of Clermont, its elected officials, officers, employees, representatives, agents, volunteers and assigns, of and from any and all claims, including all liabilities, actions, damages costs or expenses of any kind arising out of or relating to any participation in and/or operations of the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification/Hold Harmless Form.

Program name (if applicable): Illuminate for Inclusion


Organizer/Applicant Signature

Cameron Gomes
Organizer/Applicant Printed Signature

5/20/21
Date

(Leagues, pool rental groups, room rentals, program Instructor)

FACILITY SALES RECEIPT



Receipt # 65205
Payment Date: 05/20/21
Household: 1146

Clermont City Center
 620 West Montrose Street
 CLERMONT FL 34711
 Phone: (352)708-5975

Central Florida Pediatric Therapy Fou
 2400 S Highway 27
 STE B201
 Clermont FL 34711

Reservation Details: Waterfront Park, Waterfront Park Entire - Area C

Reserv. Contact: Central Florida Pediatric Therapy Foundation Inc.
 Phone Number: (Not Assigned)
 Reserv. Number: 9608
 Status: Firm
 Purpose: Illuminate for Inclusion
 Anticipated Count: 1000

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sat 04/02/2022 6:00A to 10:00P	1,510.00	1,510.00	10.00	10.00	1,500.00
Deposit:	350.00	350.00	350.00	350.00	0.00

<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Application Fee	10.00	1.00	0.00	0.00	10.00
Deposit	350.00	1.00	0.00	0.00	350.00
Daily - Resident / Non Profit	1,500.00	1.00	0.00	0.00	1,500.00

Special Questions: Police Requests:
 Fire Requests:

Processed on 05/20/21 @ 3:56 pm by acardarelli

Total New Deposit Fees	350.00
Total New Fees	1,510.00
Total Due	1,860.00
Total Deposit Fees Paid	350.00
Total Fees Paid	10.00
Total Paid	360.00
Balance From Receipt	1,500.00

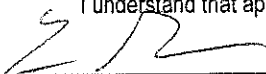
Payment of: 360.00 Made By: Check With Reference: 1132



CITY OF CLERMONT Alcohol Request Form

Today's Date November 30, 2021
Name of Event Illuminate for Inclusion
Date(s) of Event April 2, 2022 Location Clermont Waterfront Park
Event Start Time: 6:00 PM Event End Time: 10:00 pm
Name of Organization/Applicant Central Florida Pediatric Therapy Foundation/Central Florida Dreamplex
Email cgomes@cfdreamplex.com
Day Phone 352-409-3692 Cell Phone 352-409-3692
Address 2400 S. Hwy 27 Suite B201 City Clermont ST FL Zip 34711
Briefly Describe Event benefit concert with food trucks
benefit concert with food trucks
What do you plan on serving (check all that apply): ☒ Beer ☒ Wine/Champagne ☒ Other
What is your beverage containment area? fencing
Outside event, attach diagram submitted to city
Inside event, list rooms: _____
Who is your licensed beverage caterer*? nonprofit 1 day permit

**A copy of the caterer's license and insurance must be submitted with your request form*
I declare that all information herein is true and complete to the best of my knowledge.
I understand that approval of this request is NOT a grant of a liquor license.

 November 30, 2021
Applicant Signature Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and

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

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason(s): _____

SIGNATURE TITLE DATE

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





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Event and Road Closure Request <i>Freedom 5K</i>		
Requested Action		
Recommend approval of the event and road closure request for "Freedom 5K" on July 4, 2022.		
Staff Report		
FloDash Events is requesting a road closure, for the Freedom 5K, on Sunday, July 4, 2022 from 7:00 a.m. through 8:30 a.m. throughout Downtown Clermont. Road Closure requests are to include: - 3rd Street between trail at Waterfront Park and Osceola Avenue. - Osceola Avenue between 3rd Street and Lake Avenue (Please see attached map) FloDash Events has agreed to comply with all personnel requirements from the City of Clermont. The following are the Clermont Police Department required posts: West at W. Osceola 8th and W. Osceola 7th and W. Minneola Lake Ave and W. Osceola 5th and W. Osceola 4th and W. Osceola 4th and Carroll St. Monitor traffic flow dead-end of 4th Street.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Freedom 5K Application	Freedom 5K Application.pdf	
2. 2022 Freedom 5k Map	2022 Freedom 5k Map.pdf	
3. _2022 Freedom 5K Letter to Residents	_2022 Freedom 5K Letter to Residents.docx	



SPECIAL EVENT PERMIT APPLICATION

APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a maximum of 12-months in advance and a minimum of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.*
- *Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.*
- *Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.*
- *Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.*
- *Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.*
- *Applicant may be required to submit a list of participating vendors.*

South Lake Trail

- *It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.*

FOOD SERVICE REQUIREMENTS

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.*
- *No glass containers are allowed.*
- *Health and Safety: Vendors selling any food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>.*
- *Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.*
- *Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).*

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- *Valid liquor license*
- *Valid liquor liability insurance*
- *Customer identification method for alcohol distribution*
- *City of Clermont alcohol application*
- *For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.*
- *Alcohol must be stopped from serving half hour before the event end time.*

SECURITY REQUIREMENTS

- *For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.*
- *Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.*
- *The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.*

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans must be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION “FLDEP”

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection (“FLDEP”). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☐ 9. Site Plan
- ☐ 10. FLDEP Approval *(if applicable)*
- ☐ 11. Lake County Application *(if applicable)*

The Following Items Must be Noted on Your Site Plan

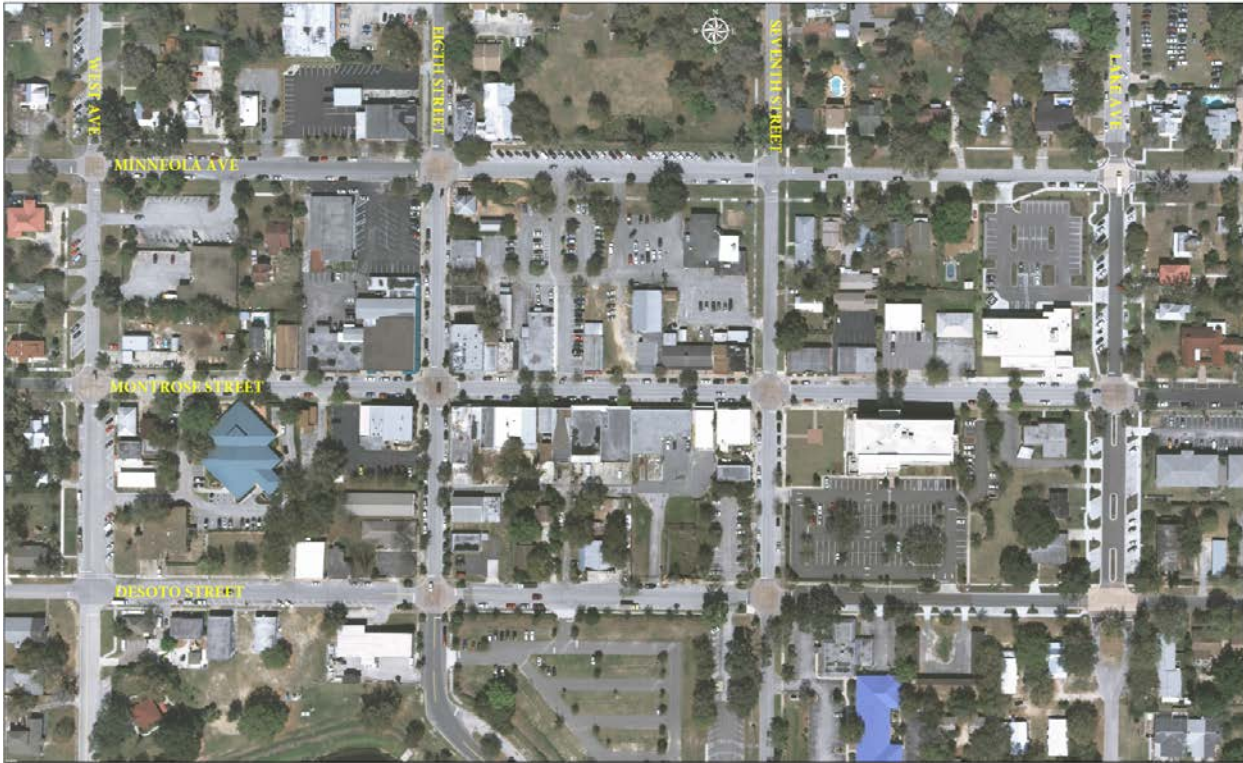
Maximum Size of 8 ½" X 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms

MAP 1



MAP 2



MAP 3





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 9/24/2021
Name of Event AdventHealth Freedom 5K
Date(s) of Event 7/4/22 Estimated Attendance: 700
Event Start Time: 7:00am Event End Time: 9:00am
Before Event Setup Time: 4:00am After Event Cleanup Time: 10:00am
Name of Organization/Applicant Flodash Events, LLC

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

Check Type of Organization ☐ Resident ☐ Non Resident ☐ Non-Profit ☒ Business

Non-Profit documentation must be provided with application.

Tax Exempt Yes ☐ No ☐ If yes, provide Tax Exempt # _____

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

Federal ID # or Driver's License # 83-3456877

Event Contact Amalie Skorman Email flodashevents@gmail.com
Day Phone 407-230-8756 Cell Phone 352-223-5778
Address 741 W Montrose Street City Clermont State FL Zip 34711
Secondary Contact Kimberly Grogan Phone # 352-223-5778

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Special Olympics Florida

Briefly Describe Event: 5K run / walk foot race on July 4th

Location of Event on City Property: Map 1 ☐ A B C D Map 2 Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: Map 2, starting on Osceola Street and ending at Sun creek Brewery

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☐ Yes ☐ No Size of Tent* _____

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: for sound system

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: for sound equipment

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☒ Yes ☐ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: 175W sound at start and DJ at the finish at Sun creek Brewery

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	AdventHealth Freedom 5K		
DATE OF EVENT:	July 4th 2022		
EVENT CONTACT:	Amalie Skorman		
REFUND MAILING ADDRESS:	741 West Montrose Street		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	407-230-8756		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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



Applicant's Signature

Amalie Skorman

Printed Name

owner/race director

Title

9/24/2021

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

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



Notice to Area Residents and Businesses
AdventHealth Clermont Freedom 5K 2022
Presented by FloDash Events

Dear resident/business owner,

As required by the City of Clermont Special Event Policy, we are providing you with this notice of the following proposed event that may impact you. This event will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

On July 4th, 2022, your neighbors at Dash Sports and FloDash Events are bringing the third Annual Freedom 5K to Downtown Clermont. Celebrating Independence Day with a morning race, will not only attract our local families of walkers and runners, but it will bring participants from outside Lake County adding awareness to our beautiful growing Downtown area and all that it has to offer.

You are receiving this letter because your home or business is on the race route. Below is some key information about the event and what to expect:

- Sunday afternoon, July 3rd. Finish line setup in front of Suncreek Brewery. Flags will decorate the route along the sidewalk in front of homes and businesses. Signs placed on the route will remind residents and businesses of the following morning's temporary road closures.
- July 4th. 7:30AM 5K starts.
- Street closure will be between 7:00AM - 8:30AM. As soon as the last participant is on their way, we will start reopening the roads behind them.

For any questions or more information on the event, please contact Amalie Skorman at flodashevents@gmail.com. You may also contact us if your business or club would like to be a sponsor or be involved in any way. We ask that you please take this event into consideration when planning your 4th of July morning. For more information on the event, please visit 5kFreedom.com

Thank you for helping our community grow and live actively!!

FloDash Events Team



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Resolution No. 2021-058R		
Requested Action		
Request approval of Resolution No. 2021-058R to amend the FY 2022 Budget.		
Staff Report		
Resolution No. 2021-058R is proposed to amend the FY 2022 Budget. This resolution formally amends the annual budget for council actions since October 1, 2021 and carryforward of unexpended funds from various projects in FY 2021.		
Additional Analysis		
Fiscal Impact Summary		
The total decrease to fund balance for all funds is \$789,716.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2021-058R BA#1 Final	Resolution 2021-058R BA#1 Final.pdf	

CITY OF CLERMONT
RESOLUTION NO. 2021-058R

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 2021-2022

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, 2021 to September 30, 2022:

GENERAL FUND

1. Increase Capital Equipment (10513-66401) \$ 1,364
To amend the Finance Department budget for the carryforward of unexpended FY 2021 funds budgeted for a shredder purchased from Amazon on September 22, 2021 and received on October 3, 2021.
2. Increase Capital Equipment (10516-66401) \$ 12,338
To amend the Information Technology Department budget for the carryforward of unexpended FY 2021 funds budgeted for computer tower orders placed August 4, 2021 and due to global chip shortages the towers are expected to be received November 24, 2021.
3. Increase Minor Equipment – Justice Funds (10521-55204-21900) \$ 2,000
Increase Community Relations– Justice Funds (10521-55212-21900) \$ 10,300
Increase Training & Education – Justice Funds (10521-55401-21900) \$ 4,500
To amend the Police Department budget for expenditures related to Federal Forfeiture Justice Funds.
4. Increase Capital Equipment JAG Grant (10521-66401-21032) \$ 5,290
Increase Capital Software JAG Grant (10521-66404-21032) \$ 4,495
Increase Federal DOJ JAG Grant Revenue (10331-33120-21032) \$ 7,215
To amend the Police Department budget for expenditures related to the Federal Department of Justice Funds crime scene enhancement equipment/software and related Federal grant revenue.
5. Increase Capital Outlay - Equipment (10522-66401) \$ 25,605
To amend the Fire Department budget for the carryforward of unexpended FY 2021 funds budgeted for two strut drivers and a high pressure lift bag kit for the heavy rescue. These items were not ordered by the department until October 21, 2021.
6. Increase Capital Equipment Asst. to Firefighters Grant (10522-66401-22014) \$ 88,000
Increase Federal Grant Asst to Firefighters Grant (10331-33120-22014) \$ 80,000

CITY OF CLERMONT
RESOLUTION NO. 2021-058R

To amend the Fire Department budget for the carryforward of unexpended FY 2021 funds budgeted for an air fill station and gym equipment related to a Federal Assistance to Firefighters Grant award. The compressor was ordered September 9, 2021 and is expected to be received February 4, 2022. The fitness equipment was not ordered as of September 30, 2021.

- | | |
|---|-----------|
| 7. Increase Capital Outlay – Equipment City Center (10574-66401-19100) | \$ 6,399 |
| To amend the Parks & Recreation Department budget for the carryforward of unexpended FY 2021 funds budgeted for remodeling the administrative area work space at the City Center. Purchase order was issued August 25, 2021 and items were not received as of September 30, 2021. | |
| 8. Increase Capital Outlay – Other Improvements (10575-66300) | \$ 6,792 |
| To amend the Parks & Recreation Department budget for the carryforward of unexpended FY 2021 funds budgeted for Arts & Rec Center exterior signage. Purchase order was issued August 27, 2021 not completed as of September 30, 2021. | |
| 9. Increase Capital Outlay – Other Improvements (10575-66300) | \$ 3,775 |
| To amend the Parks & Recreation Department budget for the carryforward of unexpended FY 2021 funds budgeted to resurface the Arts & Rec Center pool spa required by the Department of Health not completed as of September 30, 2021. | |
| 10. Decrease Fund Balance (10599-59900) | \$ 83,643 |
| Total General Fund adjustments. | |

INFRASTRUCTURE SALES TAX FUND

- | | |
|---|------------|
| 1. Increase Fund Balance – Beginning Reserves (12399-39900) | \$ 140,077 |
| To amend the budget to reflect anticipated reserves brought forward at October 1, 2021. | |
| 2. Increase Capital Outlay – Vehicle (12521- 66400) | \$ 117,000 |
| To amend the Police Department budget for the carryforward of unexpended FY 2021 funds budgeted for the purchase and outfitting of three replacement 2021 Dodge Chargers approved by the City Council on February 23, 2021 with Garber Chrysler Dodge Truck, Inc. ordered March 1, 2021 with no expected date of delivery provided by vendor. | |
| 3. Decrease Capital Outlay (12522-66401) | \$ 121,781 |
| To amend the Fire Department budget to reduce funding for the final installment for the purchase of 50 Self Contained Breathing Apparatus air packs and accessories placed in service during FY 2021 and funded in the | |

CITY OF CLERMONT
RESOLUTION NO. 2021-058R

prior year's budget approved by the City Council on November 9, 2021
BA#7-FY2021.

4. Increase Capital Outlay – Vehicles (12522-66400) \$ 3,786
To amend the Fire Department budget to fund an additional amount needed for a pumper apparatus piggyback purchase from Lake County's contract with Ten-8 approved by the City Council on October 26, 2021.
5. Increase Capital Outlay – Pro. Services – FS #2 (12522-66900-22101) \$ 141,072
To amend the Fire Department budget for the carryforward of unexpended FY 2021 funds budgeted for architectural services for Fire Station #2 approved by the City Council on October 13, 2020.

RECREATION IMPACT FUND

1. Increase Capital Outlay – Equipment (14575-66401) \$ 2,500
To amend the Parks & Recreation Department budget for the carryforward of unexpended FY2021 funds budgeted for the acquisition of a clay maintenance bin delayed until field maintenance has been completed and build now that a location at the Arts & Rec Center has been determined.
2. Increase Capital Outlay – Buildings (14575-66201) \$ 136,339
Increase Capital Outlay – Professional Services (14575-66900) \$ 5,136
To amend the Parks & Recreation Department budget for the carryforward of unexpended FY2021 funds budgeted for the design construction of a recreation storage building at the Arts & Rec Center incomplete as of September 30, 2021.
3. Decrease Fund Balance (14599-59900) \$ 143,975
Total Recreation Impact Fee Fund adjustments.

POLICE IMPACT FEE FUND

1. Increase Capital Outlay – Vehicle (15521- 66400) \$ 51,000
To amend the Police Department budget for the carryforward of unexpended FY 2021 funds budgeted for the purchase and outfitting of one 2022 Chevrolet Silverado to tow the boat/trailer approved by the City Council on June 22, 2021 with Garber Chevrolet Buick GMC Truck Inc. ordered June 23, 2021 and expected to be received in March 2022.
2. Increase Capital Outlay – Vehicle (15521- 66400) \$ 117,000
To amend the Police Department budget for the carryforward of unexpended FY 2021 funds budgeted for the purchase and outfitting of

CITY OF CLERMONT
RESOLUTION NO. 2021-058R

three 2021 Dodge Chargers for 3 new police officers effective April 2021 approved by the City Council on February 23, 2021 with Garber Chrysler Dodge Truck, Inc. ordered March 1, 2021 and no expected date of delivery provided by vendor.

- | | | |
|--|----|---------|
| 3. Increase Capital Outlay – Equipment (15521- 66401) | \$ | 78,500 |
| To amend the Police Department budget for the carryforward of unexpended FY 2021 funds budgeted for the purchase and outfitting of a police boat and trailer approved by the City Council on June 22, 2021 with Maverick Boat Company, Inc. ordered June 23, 2021 and expected to be received in January 2022. | | |
| 4. Increase Fund Balance: Ending Reserves (15599-59900) | \$ | 246,500 |
| Total Police Impact Fee Fund adjustments. | | |

FIRE IMPACT FEE FUND

- | | | |
|--|----|---------|
| 1. Increase Capital Outlay – Pro. Services – FS #2 (16522-66900-22101) | \$ | 94,048 |
| To amend the Fire Department budget for the carryforward of unexpended FY 2021 funds budgeted for architectural services for Fire Station #2 approved by the City Council on October 13, 2020. | | |
| 2. Increase Capital Outlay – Vehicle (16522-66400) | \$ | 55,000 |
| To amend the Fire Department budget for the carryforward of unexpended FY 2021 funds budgeted for a rapid deploy vehicle for the fire boat (Marine 101) from Fire Station 1 approved by the City Council on May 11, 2021. Vehicle was ordered May 13, 2021 and is expected to be received February 28, 2022. | | |
| 3. Decrease Fund Balance: Ending Reserves (16599-59900) | \$ | 149,048 |
| Total Fire Impact Fee Fund adjustments. | | |

SANITATION FUND

- | | | |
|---|----|---------|
| 1. Increase Professional Services – (49534-53100) | \$ | 166,550 |
| To amend the Public Services Department Sanitation Fund budget to fund a budget amendment for a Wright Pierce, Inc. task order for a Solid Waste and Recycling Plan approved by the City Council on October 26, 2021. | | |
| 2. Decrease Fund Balance: Ending Reserves (49599-59900) | \$ | 166,550 |
| Total Sanitation Fund adjustments. | | |

Net Decrease to Fund Balance – All Funds	\$	789,716
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CITY OF CLERMONT
RESOLUTION NO. 2021-058R

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2021-2022 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of December, 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 5

Meeting Date	
Tuesday, December 14, 2021	
Agenda Item Name	
American Rescue Plan Act (ARPA) - Premium Pay	
Requested Action	
Recommend defining all City employees as essential workers that are deemed critical to protecting the health and well-being of the residents of Clermont. (This authority is allowed as provided under sections 602(g)(2) and 603(g)(2), which define eligible workers to mean those workers needed to maintain continuity of operations of essential critical infrastructure sectors.) The chief executive of each recipient of ARPA funds has discretion to add additional sectors to the list, so long as additional sectors are deemed critical to protect the health and well-being of residents. Recommend to approve the use of the American Rescue Plan Act (ARPA) Fiscal Recovery Funds to provide premium pay to essential City workers that performed essential work during the COVID-19 public health emergency that meet City and ARPA eligibility guidelines during the period of March 16, 2020 - March 14, 2021.	
Staff Report	
On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds). The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF). On September 14, 2021, the City Council approved the acceptance of the American Rescue Plan Act (ARPA) - Coronavirus Local Fiscal Recovery Funds agreement with the State of Florida for the amount of \$19,359,997. The City has received the first installment of these funds (\$9,679,998). The use of these funds must fall under the guidance of the program. 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.

One of the categories of eligible use of the ARPA funds is Premium Pay as defined in the Interim Final Rule as follows:

B. Premium Pay

Fiscal Recovery Funds payments may be used by recipients to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers with eligible workers performing essential work. These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of their communities.

Since the start of the COVID-19 public health emergency in January 2020, essential workers have put their physical wellbeing at risk to meet the daily needs of their communities and to provide care for others. In the course of this work, many essential workers have contracted or died of COVID-19. These workers, in particular, have borne a disproportionate share of the health and economic impacts of the pandemic.

Such workers include:

- Staff at nursing homes, hospitals, and home care settings;
- Workers at farms, food production facilities, grocery stores, and restaurants;
- Janitors and sanitation workers;
- Truck drivers, transit staff, and warehouse workers;
- Public health and safety staff;
- Childcare workers, educators, and other school staff; and

- Social service and human services staff.

During the public health emergency, employers' policies on COVID-19-related hazard pay have varied widely, with many essential workers not yet compensated for the heightened risks they have faced and continue to face. Many of these workers earn lower wages on average and live in socioeconomically vulnerable communities as compared to the general population. A recent study found that 25 percent of essential workers were estimated to have low household income, with 13 percent in high-risk households. The low pay of many essential workers makes them less able to cope with the financial consequences of the pandemic or their work-related health risks, including working hours lost due to sickness or disruptions to childcare and other daily routines, or the likelihood of COVID-19 spread in their households or communities. Thus, the threats and costs involved with maintaining the ongoing operation of vital facilities and services have been, and continue to be, borne by those that are often the most vulnerable to the pandemic. The added health risk to essential workers is one prominent way in which the pandemic has amplified pre-existing socioeconomic inequities.

The Fiscal Recovery Funds will help respond to the needs of essential workers by allowing recipients to remunerate essential workers for the elevated health risks they have faced and continue to face during the public health emergency. To ensure that premium pay is targeted to workers that faced or face heightened risks due to the character of their work, **the Interim Final Rule defines essential work as work involving regular in-person interactions or regular physical handling of items that were also handled by others.** A worker would not be engaged in essential work and, accordingly, may not receive premium pay for telework performed from a residence. **Sections 602(g)(2) and 603(g)(2) define eligible worker to mean “those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each Governor of a State or territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal government.”** The rule incorporates this definition and provides a list of industries recognized as essential critical infrastructure sectors. These sectors include healthcare, public health and safety, childcare, education, sanitation, transportation, and food production and services, among others as noted above. **As provided under sections 602(g)(2) and 603(g)(2), the chief executive of each recipient has discretion to add additional sectors to this list, so long as additional sectors are deemed critical to protect the health and well-being of residents.**

In providing premium pay to essential workers or grants to eligible employers, a recipient must consider whether the pay or grant would “respond to” the worker or workers performing essential work. Premium pay or grants provided under this section respond to workers performing essential work if it addresses the heightened risk to workers who must be physically present at a jobsite and, for many of whom, the costs associated with illness were hardest to bear financially. Many of the workers performing critical essential services are low-or moderate-income workers, such as those described above. The ARPA recognizes this by defining premium pay to mean an amount up to \$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \$25,000 per eligible worker. To ensure the provision is implemented in a manner that compensates these workers, **the Interim Final Rule provides that any premium pay or grants provided using the Fiscal Recovery Funds should prioritize compensation of those lower income eligible workers that perform essential work.**

As such, providing premium pay to eligible workers responds to such workers by helping address the disparity between the critical services and risks taken by essential workers and the relatively low compensation they tend to receive in exchange. If premium pay would increase a worker's total pay above 150 percent of their residing state's average annual wage for all occupations, as defined by the Bureau of Labor Statistics' Occupational Employment and Wage Statistics, or their residing county's average annual wage, as defined by the Bureau of Labor Statistics' Occupational Employment and Wage Statistics, whichever is higher, on an annual basis, the State, local, or Tribal government must **provide Treasury and make publicly available, whether for themselves or on behalf of a grantee, a written justification of how the premium pay or grant is responsive to workers performing essential worker during the public health emergency.**

The threshold of 150 percent for requiring additional written justification is based on an analysis of the distribution of labor income for a sample of 20 occupations that generally correspond to the essential workers as defined in the Interim Final Rule. For these occupations, labor income for the vast majority of workers was under 150 percent of average annual labor income across all occupations. Treasury anticipates that the threshold of 150 percent of the annual average wage will be greater than the annual average wage of the vast majority of eligible workers performing essential work. These enhanced reporting requirements help to ensure grants are directed to essential workers in

critical infrastructure sectors and responsive to the impacts of the pandemic observed among essential workers, namely the misalignment between health risks and compensation. Enhanced reporting also provides transparency to the public. Finally, using a localized measure reflects differences in wages and cost of living across the country, making this standard administrable and reflective of essential worker incomes across a diverse range of geographic areas.

Furthermore, because premium pay is intended to compensate essential workers for heightened risk due to COVID-19, it must be entirely additive to a worker's regular rate of wages and other remuneration and may not be used to reduce or substitute for a worker's normal earnings. The definition of premium pay also clarifies that premium pay may be provided retrospectively for work performed at any time since the start of the COVID-19 public health emergency, where those workers have yet to be compensated adequately for work previously performed. Treasury encourages recipients to prioritize providing retrospective premium pay where possible, recognizing that many essential workers have not yet received additional compensation for work conducted over the course of many months. Essential workers who have already earned premium pay for essential work performed during the COVID-19 public health emergency remain eligible for additional payments, and an essential worker may receive both retrospective premium pay for prior work as well as prospective premium pay for current or ongoing work.

May 2020 State Occupational Employment and Wage Estimates Florida

Occupation code	Occupation title (click on the occupation title to view its profile)	Level	Employment	Employment RSE	Employment per 1,000 jobs	Location quotient	Median hourly wage	Mean hourly wage	Annual mean wage	Mean wage RSE
00-0000	All Occupations	total	8,441,750	0.4%	1000.000	1.00	\$18.07	\$24.05	\$50,020	0.4%

May 2020 Metropolitan and Nonmetropolitan Area Occupational Employment and Wage Estimates Orlando-Kissimmee-Sanford, FL

Occupation code	Occupation title (click on the occupation title to view its profile)	Level	Employment	Employment RSE	Employment per 1,000 jobs	Location quotient	Median hourly wage	Mean hourly wage	Annual mean wage	Mean wage RSE
00-0000	All Occupations	total	1,193,260	2.0%	1000.000	1.00	\$17.59	\$23.33	\$48,530	1.1%

Premium Pay Eligibility Guidelines:

Actively employed by the City of Clermont at the time the payment is distributed.

Physically worked in person a minimum number of hours during a 28 day cycle (2 full pay periods). Those that teleworked will be ineligible during those time periods.

Full Time - 80 hours / 84 hours / 96 hours (depending on normal schedules)

Part Time - 20 hours

The total pay, including premium pay, is under 150% of the annual mean wage for the State of Florida (**\$75,030**). (Base annual salary and incentives)

Premium pay will be distributed at \$50.00 each 28 day cycle for part-time employees and \$100.00 each 28 day cycle for full-time employees who meet the above guidelines.

Under the ARPA guidelines for those workers whose pay is above 150% of their residing state's average annual wage for all occupations (\$75,030), the City will submit a request to Treasury with written justification of how the premium pay is responsive to workers performing essential work during the public health emergency. Upon approval by Treasury of the City's justification, those workers will be evaluated for premium pay at that time.

The funding of the premium pay falls under the use of ARPA eligible expenditures, and will cost no more than

\$600,000. The actual amount will be incorporated into a future budget amendment once all the eligibility guidelines have been reviewed and applied.

Additional Analysis

Fiscal Impact Summary

The funding of the premium pay falls under the use of ARPA eligible expenditures, and will cost no more than \$600,000. The actual amount will be incorporated into a future budget amendment once all the eligibility guidelines have been reviewed and applied.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1. Interim Final Rule 5-17-2021

Interim Final Rule 5-17-2021.pdf

DEPARTMENT OF THE TREASURY

31 CFR Part 35

RIN 1505-AC77

Coronavirus State and Local Fiscal Recovery Funds

AGENCY: Department of the Treasury.

ACTION: Interim final rule.

SUMMARY: The Secretary of the Treasury (Treasury) is issuing this interim final rule to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act.

DATES: *Effective date:* The provisions in this interim final rule are effective May 17, 2021.

Comment date: Comments must be received on or before July 16, 2021. **ADDRESSES:** Please submit comments electronically through the Federal eRulemaking Portal: <http://www.regulations.gov>. Comments can be mailed to the Office of the Undersecretary for Domestic Finance, Department of the Treasury, 1500 Pennsylvania Avenue NW, Washington, DC 20220. Because postal mail may be subject to processing delay, it is recommended that comments be submitted electronically. All comments should be captions with “Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule Comments.” Please include your name, organization affiliation, address, email address and telephone number in your comment. Where appropriate, a comment should include a short executive summary.

In general, comments received will be posted on <http://www.regulations.gov> without change, including any business or personal information provided. Comments received, including attachments and other supporting materials, will be part of the public record and subject to public disclosure. Do not enclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

FOR FURTHER INFORMATION CONTACT: Katharine Richards, Senior Advisor, Office of Recovery Programs, Department of the Treasury, (844) 529-9527.

SUPPLEMENTARY INFORMATION:

I. Background Information

A. Overview

Since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected

over 32 million and killed over 575,000 Americans.¹ The disease has impacted every part of life: As social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs. In April 2020, the national unemployment rate reached its highest level in over seventy years following the most severe month-over-month decline in employment on record.² As of April 2021, there were still 8.2 million fewer jobs than before the pandemic.³ During this time, a significant share of households have faced food and housing insecurity.⁴ Economic disruptions impaired the flow of credit to households, State and local governments, and businesses of all sizes.⁵ As businesses weathered closures and sharp declines in revenue, many were forced to shut down, especially small businesses.⁶

Amid this once-in-a-century crisis, State, territorial, Tribal, and local governments (State, local, and Tribal governments) have been called on to respond at an immense scale. Governments have faced myriad needs to prevent and address the spread of

COVID-19, including testing, contact tracing, isolation and quarantine, public communications, issuance and enforcement of health orders, expansions to health system capacity like alternative care facilities, and in recent months, a massive nationwide mobilization around vaccinations. Governments also have supported major efforts to prevent COVID-19 spread through safety measures in settings like nursing homes, schools, congregate living settings, dense worksites, incarceration settings, and public facilities. The pandemic’s impacts on behavioral health, including the toll of pandemic-related stress, have increased the need for behavioral health resources.

At the same time, State, local and Tribal governments launched major efforts to address the economic impacts of the pandemic. These efforts have been tailored to the needs of their communities and have included expanded assistance to unemployed workers; food assistance; rent, mortgage, and utility support; cash assistance; internet access programs; expanded services to support individuals experiencing homelessness; support for individuals with disabilities and older adults; and assistance to small businesses facing closures or revenue loss or implementing new safety measures.

In responding to the public health emergency and its negative economic impacts, State, local, and Tribal governments have seen substantial increases in costs to provide these services, often amid substantial declines in revenue due to the economic downturn and changing economic patterns during the pandemic.⁷ Facing these budget challenges, many State, local, and Tribal governments have been forced to make cuts to services or their workforces, or delay critical investments. From February to May of 2020, State, local, and Tribal governments reduced their workforces by more than 1.5 million jobs and, in April of 2021, State, local, and Tribal government employment remained nearly 1.3 million jobs below pre-pandemic levels.⁸ These cuts to State, local, and Tribal government workforces

¹ Centers for Disease Control and Prevention, COVID Data Tracker, <http://www.covid.cdc.gov/covid-data-tracker/#data-tracker-home> (last visited May 8, 2021).

² U.S. Bureau of Labor Statistics, Unemployment Rate [UNRATE], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/UNRATE>, May 3, 2021. U.S. Bureau of Labor Statistics, Employment Level [LNU02000000], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/LNU02000000>, May 3, 2021.

³ U.S. Bureau of Labor Statistics, All Employees, Total Nonfarm [PAYEMS], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/PAYEMS>, May 7, 2021.

⁴ Nirmita Panchal et al., The Implications of COVID-19 for Mental Health and Substance Abuse (Feb. 10, 2021), <https://www.kff.org/coronavirus-covid-19/issue-brief/the-implications-of-covid-19-for-mental-health-and-substance-use/#:~:text=Older%20adults%20are%20also%20more,prior%20to%20the%20current%20crisis;U.S.CensusBureau,HouseholdPulseSurvey:MeasuringSocialandEconomicImpactsduringtheCoronavirusPandemic,https://www.census.gov/programs-surveys/household-pulse-survey.html> (last visited Apr. 26, 2021); Rebecca T. Leeb et al., Mental Health-Related Emergency Department Visits Among Children Aged <18 Years During the COVID Pandemic—United States, January 1—October 17, 2020, *Morb. Mortal. Wkly. Rep.* 69(45):1675–80 (Nov. 13, 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6945a3.htm>.

⁵ Board of Governors of the Federal Reserve System, Monetary Policy Report (June 12, 2020), <https://www.federalreserve.gov/monetarypolicy/2020-06-mpr-summary.htm>.

⁶ Joseph R. Biden, Remarks by President Biden on Helping Small Businesses (Feb. 22, 2021), <https://www.whitehouse.gov/briefing-room/speeches-remarks/2021/02/22/remarks-by-president-biden-on-helping-small-businesses/>.

⁷ Michael Leachman, House Budget Bill Provides Needed Fiscal Aid for States, Localities, Tribal Nations, and Territories (Feb. 10, 2021), <https://www.cbpp.org/research/state-budget-and-tax/house-budget-bill-provides-needed-fiscal-aid-for-states-localities>.

⁸ U.S. Bureau of Labor Statistics, All Employees, State Government [CES9092000001] and All Employees, Local Government [CES9093000001], retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/CES9092000001> and <https://fred.stlouisfed.org/series/CES9093000001> (last visited May 8, 2021).

come at a time when demand for government services is high, with State, local, and Tribal governments on the frontlines of fighting the pandemic. Furthermore, State, local, and Tribal government austerity measures can hamper overall economic growth, as occurred in the recovery from the Great Recession.⁹

Finally, although the pandemic's impacts have been widespread, both the public health and economic impacts of the pandemic have fallen most severely on communities and populations disadvantaged before it began. Low-income communities, people of color, and Tribal communities have faced higher rates of infection, hospitalization, and death,¹⁰ as well as higher rates of unemployment and lack of basic necessities like food and housing.¹¹ Pre-existing social vulnerabilities magnified the pandemic in these communities, where a reduced ability to work from home and, frequently, denser housing amplified the risk of infection. Higher rates of pre-existing health conditions also may have contributed to more severe COVID-19 health outcomes.¹² Similarly, communities or households facing economic insecurity before the pandemic were less able to weather business closures, job losses, or declines in earnings and were less able to participate in remote work or education due to the inequities in access to reliable and affordable broadband infrastructure.¹³ Finally, though schools in all areas faced challenges, those in high poverty areas had fewer resources to adapt to remote and hybrid learning models.¹⁴ Unfortunately, the pandemic

also has reversed many gains made by communities of color in the prior economic expansion.¹⁵

B. The Statute and Interim Final Rule

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President.¹⁶ Section 9901 of ARPA amended Title VI of the Social Security Act¹⁷ (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds).¹⁸ The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).¹⁹

a lifetime (June 2020), https://webtest.childreinsstitute.net/sites/default/files/documents/COVID-19-and-student-learning-in-the-United-States_FINAL.pdf; Andrew Bacher-Hicks et al., *Inequality in Household Adaptation to Schooling Shocks: Covid-Induced Online Engagement in Real Time*, J. of Public Econ. Vol. 193(C) (July 2020), available at <https://www.nber.org/papers/w27555>.

¹⁵ See, e.g., Tyler Atkinson & Alex Richter, *Pandemic Disproportionately Affects Women, Minority Labor Force Participation*, <https://www.dallasfed.org/research/economics/2020/1110> (last visited May 9, 2021); Jared Bernstein & Janelle Jones, *The Impact of the COVID19 Recession on the Jobs and Incomes of Persons of Color*, https://www.cbpp.org/sites/default/files/atoms/files/6-2-20bud_0.pdf (last visited May 9, 2021).

¹⁶ American Rescue Plan Act of 2021 (ARPA), sec. 9901, Public Law 117–2, codified at 42 U.S.C. 802 *et seq.* The term “state” as used in this **SUPPLEMENTARY INFORMATION** and defined in section 602 of the Act means each of the 50 States and the District of Columbia. The term “territory” as used in this **SUPPLEMENTARY INFORMATION** and defined in section 602 of the Act means the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of Northern Mariana Islands, and American Samoa. Tribal government is defined in the Act and the interim final rule to mean “the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of the [American Rescue Plan Act] pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131).” See section 602(g)(7) of the Social Security Act, as added by the American Rescue Plan Act. On January 29, 2021, the Bureau of Indian Affairs published a current list of 574 Tribal entities. See 86 FR 7554, January 29, 2021. The term “local governments” as used in this **SUPPLEMENTARY INFORMATION** includes metropolitan cities, counties, and nonentitlement units of local government.

¹⁷ 42 U.S.C. 801 *et seq.*

¹⁸ Sections 602, 603 of the Act.

¹⁹ The CRF was established by the section 601 of the Act as added by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116–136, 134 Stat. 281 (2020).

Through the Fiscal Recovery Funds, Congress provided State, local, and Tribal governments with significant resources to respond to the COVID-19 public health emergency and its economic impacts through four categories of eligible uses. Section 602 and section 603 contain the same eligible uses; the primary difference between the two sections is that section 602 establishes a fund for States, territories, and Tribal governments and section 603 establishes a fund for metropolitan cities, nonentitlement units of local government, and counties. Sections 602(c)(1) and 603(c)(1) provide that funds may be used:

(a) To respond to the public health emergency 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;

(c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and

(d) To make necessary investments in water, sewer, or broadband infrastructure.

In addition, Congress clarified two types of uses which do not fall within these four categories. Sections 602(c)(2)(B) and 603(c)(2) provide that these eligible uses do not include, and thus funds may not be used for, depositing funds into any pension fund. Section 602(c)(2)(A) also provides, for States and territories, that the eligible uses do not include “directly or indirectly offset[ing] a reduction in the net tax revenue of [the] State or territory resulting from a change in law, regulation, or administrative interpretation.”

The ARPA provides a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. First, payments from the Fiscal Recovery Funds help to ensure that State, local, and Tribal governments have the resources needed to continue to take actions to decrease the spread of COVID-19 and bring the pandemic under control. Payments from the Fiscal Recovery Funds may also be used by recipients to provide support for costs incurred in addressing public health and economic challenges resulting from the pandemic, including resources to offer premium pay to essential workers, in recognition of their sacrifices over the

⁹ Tracy Gordon, *State and Local Budgets and the Great Recession*, Brookings Institution (Dec. 31, 2012), <http://www.brookings.edu/articles/state-and-local-budgets-and-the-great-recession>.

¹⁰ Sebastian D. Romano et al., *Trends in Racial and Ethnic Disparities in COVID-19 Hospitalizations, by Region—United States, March–December 2020*, MMWR Morb Mortal Wkly Rep 2021, 70:560–565 (Apr. 16, 2021), https://www.cdc.gov/mmwr/volumes/70/wr/mm7015e2.htm?s_cid=mm7015e2_w.

¹¹ Center on Budget and Policy Priorities, *Tracking the COVID-19 Recession's Effects on Food, Housing, and Employment Hardships*, <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-recessions-effects-on-housing-and> (last visited May 4, 2021).

¹² Lisa R. Fortuna et al., *Inequity and the Disproportionate Impact of COVID-19 on Communities of Color in the United States: The Need for Trauma-Informed Social Justice Response*, Psychological Trauma Vol. 12(5):443–45 (2020), available at <https://psycnet.apa.org/fulltext/2020-37320-001.pdf>.

¹³ Emily Vogles et al., *53% of Americans Say the internet Has Been Essential During the COVID-19 Outbreak* (Apr. 30, 2020), <https://www.pewresearch.org/internet/2020/04/30/53-of-americans-say-the-internet-has-been-essential-during-the-covid-19-outbreak/>.

¹⁴ Emma Dorn et al., *COVID-19 and student learning in the United States: The hurt could last*

last year. Recipients may also use payments from the Fiscal Recovery Funds to replace State, local, and Tribal government revenue lost due to COVID-19, helping to ensure that governments can continue to provide needed services and avoid cuts or layoffs. Finally, these resources lay the foundation for a strong, equitable economic recovery, not only by providing immediate economic stabilization for households and businesses, but also by addressing the systemic public health and economic challenges that may have contributed to more severe impacts of the pandemic among low-income communities and people of color.

Within the eligible use categories outlined in the Fiscal Recovery Funds provisions of ARPA, State, local, and Tribal governments have flexibility to determine how best to use payments from the Fiscal Recovery Funds to meet the needs of their communities and populations. The interim final rule facilitates swift and effective implementation by establishing a framework for determining the types of programs and services that are eligible under the ARPA along with examples of uses that State, local, and Tribal governments may consider. These uses build on eligible expenditures under the CRF, including some expansions in eligible uses to respond to the public health emergency, such as vaccination campaigns. They also reflect changes in the needs of communities, as evidenced by, for example, nationwide data demonstrating disproportionate impacts of the COVID-19 public health emergency on certain populations, geographies, and economic sectors. The interim final rule takes into consideration these disproportionate impacts by recognizing a broad range of eligible uses to help States, local, and Tribal governments support the families, businesses, and communities hardest hit by the COVID-19 public health emergency.

Implementation of the Fiscal Recovery Funds also reflect the importance of public input, transparency, and accountability. Treasury seeks comment on all aspects of the interim final rule and, to better facilitate public comment, has included specific questions throughout this **SUPPLEMENTARY INFORMATION.** Treasury encourages State, local, and Tribal governments in particular to provide feedback and to engage with Treasury regarding issues that may arise regarding all aspects of this interim final rule and Treasury's work in administering the Fiscal Recovery Funds. In addition, the interim final rule establishes certain regular reporting

requirements, including by requiring State, local, and Tribal governments to publish information regarding uses of Fiscal Recovery Funds payments in their local jurisdiction. These reporting requirements reflect the need for transparency and accountability, while recognizing and minimizing the burden, particularly for smaller local governments. Treasury urges State, territorial, Tribal, and local governments to engage their constituents and communities in developing plans to use these payments, given the scale of funding and its potential to catalyze broader economic recovery and rebuilding.

II. Eligible Uses

A. Public Health and Economic Impacts

Sections 602(c)(1)(A) and 603(c)(1)(A) provide significant resources for State, territorial, Tribal governments, and counties, metropolitan cities, and nonentitlement units of local governments (each referred to as a recipient) to meet the wide range of public health and economic impacts of the COVID-19 public health emergency.

These provisions authorize the use of payments from the Fiscal Recovery Funds to respond to the public health emergency with respect to COVID-19 or its negative economic impacts. Section 602 and section 603 also describe several types of uses that would be responsive to the impacts of the COVID-19 public health emergency, including assistance to households, small businesses, and nonprofits and aid to impacted industries, such as tourism, travel, and hospitality.²⁰

Accordingly, to assess whether a program or service is included in this category of eligible uses, a recipient should consider whether and how the use would respond to the COVID-19 public health emergency. Assessing whether a program or service "responds to" the COVID-19 public health emergency requires the recipient to, first, identify a need or negative impact of the COVID-19 public health emergency and, second, identify how the program, service, or other intervention addresses the identified need or impact. While the COVID-19 public health emergency affected many aspects of American life, eligible uses under this category must be in response to the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.

²⁰ Sections 602(c)(1)(A), 603(c)(1)(A) of the Act.

The interim final rule implements these provisions by identifying a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of the Fiscal Recovery Funds not explicitly listed. The interim final rule also provides flexibility for recipients to use payments from the Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but that fall under the terms of section 602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID-19 public health emergency or its negative economic impacts. As an example, in determining whether a program or service responds to the negative economic impacts of the COVID-19 public health emergency, the interim final rule provides that payments from the Fiscal Recovery Funds should be designed to address an economic harm resulting from or exacerbated by the public health emergency. Recipients should assess the connection between the negative economic harm and the COVID-19 public health emergency, the nature and extent of that harm, and how the use of this funding would address such harm.

As discussed, the pandemic and the necessary actions taken to control the spread had a severe impact on households and small businesses, including in particular low-income workers and communities and people of color. While eligible uses under sections 602(c)(1)(A) and 603(c)(1)(A) provide flexibility to recipients to identify the most pressing local needs, Treasury encourages recipients to provide assistance to those households, businesses, and non-profits in communities most disproportionately impacted by the pandemic.

1. Responding to COVID-19

On January 21, 2020, the Centers for Disease Control and Prevention (CDC) identified the first case of novel coronavirus in the United States.²¹ By late March, the virus had spread to many States and the first wave was growing rapidly, centered in the northeast.²² This wave brought acute

²¹ Press Release, Centers for Disease Control and Prevention, First Travel-related Case of 2019 Novel Coronavirus Detected in United States (Jan. 21, 2020), <https://www.cdc.gov/media/releases/2020/p0121-novel-coronavirus-travel-case.html>.

²² Anne Schuchat et al., Public Health Response to the Initiation and Spread of Pandemic COVID-19 in the United States, February 24–April 21, 2021, *MMWR Morb Mortal Wkly Rep* 2021, 69(18):551–56 (May 8, 2021), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6918e2.htm>.

strain on health care and public health systems: Hospitals and emergency medical services struggled to manage a major influx of patients; response personnel faced shortages of personal protective equipment; testing for the virus was scarce; and congregate living facilities like nursing homes and prisons saw rapid spread. State, local, and Tribal governments mobilized to support the health care system, issue public health orders to mitigate virus spread, and communicate safety measures to the public. The United States has since faced at least two additional COVID-19 waves that brought many similar challenges: The second in the summer, centered in the south and southwest, and a wave throughout the fall and winter, in which the virus reached a point of uncontrolled spread across the country and over 3,000 people died per day.²³ By early May 2021, the United States has experienced over 32 million confirmed COVID-19 cases and over 575,000 deaths.²⁴

Mitigating the impact of COVID-19, including taking actions to control its spread and support hospitals and health care workers caring for the sick, continues to require a major public health response from State, local and Tribal governments. New or heightened public health needs include COVID-19 testing, major expansions in contact tracing, support for individuals in isolation or quarantine, enforcement of public health orders, new public communication efforts, public health surveillance (e.g., monitoring case trends and genomic sequencing for variants), enhancement to health care capacity through alternative care facilities, and enhancement of public health data systems to meet new demands or scaling needs. State, local, and Tribal governments have also supported major efforts to prevent COVID-19 spread through safety measures at key settings like nursing homes, schools, congregate living settings, dense worksites, incarceration settings, and in other public facilities. This has included implementing infection prevention measures or making ventilation improvements in congregate settings, health care settings, or other key locations.

Other response and adaptation costs include capital investments in public facilities to meet pandemic operational

needs, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics. In recent months, State, local, and Tribal governments across the country have mobilized to support the national vaccination campaign, resulting in over 250 million doses administered to date.²⁵

The need for public health measures to respond to COVID-19 will continue in the months and potentially years to come. This includes the continuation of the vaccination campaign for the general public and, if vaccinations are approved for children in the future, eventually for youths. This also includes monitoring the spread of COVID-19 variants, understanding the impact of these variants (especially on vaccination efforts), developing approaches to respond to those variants, and monitoring global COVID-19 trends to understand continued risks to the United States. Finally, the long-term health impacts of COVID-19 will continue to require a public health response, including medical services for individuals with “long COVID,” and research to understand how COVID-19 impacts future health needs and raises risks for the millions of Americans who have been infected.

Other areas of public health have also been negatively impacted by the COVID-19 pandemic. For example, in one survey in January 2021, over 40 percent of American adults reported symptoms of depression or anxiety, up from 11 percent in the first half of 2019.²⁶ The proportion of children’s emergency department visits related to mental health has also risen noticeably.²⁷ Similarly, rates of substance misuse and overdose deaths have spiked: Preliminary data from the CDC show a nearly 30 percent increase in drug overdose mortality from September 2019 to September 2020.²⁸ Stay-at-home orders and other pandemic responses may have also reduced the ability of individuals affected by domestic violence to access

services.²⁹ Finally, some preventative public health measures like childhood vaccinations have been deferred and potentially forgone.³⁰

While the pandemic affected communities across the country, it disproportionately impacted some demographic groups and exacerbated health inequities along racial, ethnic, and socioeconomic lines.³¹ The CDC has found that racial and ethnic minorities are at increased risk for infection, hospitalization, and death from COVID-19, with Hispanic or Latino and Native American or Alaska Native patients at highest risk.³²

Similarly, low-income and socially vulnerable communities have seen the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000, as of May 2021.³³ Counties with high social vulnerability, as measured by factors such as poverty and educational attainment, have also fared more poorly than the national average, with 211 deaths per 100,000 as of May 2021.³⁴

²⁹ Megan L. Evans, et al., A Pandemic within a Pandemic—Intimate Partner Violence during Covid-19, *N. Engl. J. Med.* 383:2302–04 (Dec. 10, 2020), available at <https://www.nejm.org/doi/full/10.1056/NEJMp2024046>.

³⁰ Jeanne M. Santoli et al., Effects of the COVID-19 Pandemic on Routine Pediatric Vaccine Ordering and Administration—United States, *Morb. Mortal. Wkly. Rep.* 69(19):591–93 (May 8, 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6919e2.htm>; Marisa Langdon-Embry et al., Notes from the Field: Rebound in Routine Childhood Vaccine Administration Following Decline During the COVID-19 Pandemic—New York City, March 1–June 27, 2020, *Morb. Mortal. Wkly. Rep.* 69(30):999–1001 (Jul. 31 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6930a3.htm>.

³¹ Office of the White House, National Strategy for the COVID-19 Response and Pandemic Preparedness (Jan. 21, 2021), <https://www.whitehouse.gov/wp-content/uploads/2021/01/National-Strategy-for-the-COVID-19-Response-and-Pandemic-Preparedness.pdf>.

³² In a study of 13 states from October to December 2020, the CDC found that Hispanic or Latino and Native American or Alaska Native individuals were 1.7 times more likely to visit an emergency room for COVID-19 than White individuals, and Black individuals were 1.4 times more likely to do so than White individuals. See Romano, *supra* note 10.

³³ Centers for Disease Control and Prevention, COVID Data Tracker: Trends in COVID-19 Cases and Deaths in the United States, by County-level Population Factors, https://covid.cdc.gov/covid-data-tracker/#pop-factors_totaldeaths (last visited May 8, 2021).

³⁴ The CDC’s Social Vulnerability Index includes fifteen variables measuring social vulnerability, including unemployment, poverty, education levels, single-parent households, disability status, non-English speaking households, crowded housing, and transportation access.

Centers for Disease Control and Prevention, COVID Data Tracker: Trends in COVID-19 Cases

Continued

²³ Centers for Disease Control and Prevention, COVID Data Tracker: Trends in Number of COVID-19 Cases and Deaths in the US Reported to CDC, by State/Territory, https://covid.cdc.gov/covid-data-tracker/#trends_dailytrendscases (last visited May 8, 2021).

²⁴ *Id.*

²⁵ Centers for Disease Control and Prevention, COVID Data Tracker: COVID-19 Vaccinations in the United States, <https://covid.cdc.gov/covid-data-tracker/#vaccinations> (last visited May 8, 2021).

²⁶ Panchal, *supra* note 4; Mark E. Czeisler et al., Mental Health, Substance Abuse, and Suicidal Ideation During COVID-19 Pandemic—United States, June 24–30 2020, *Morb. Mortal. Wkly. Rep.* 69(32):1049–57 (Aug. 14, 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6932a1.htm>.

²⁷ Leeb, *supra* note 4.

²⁸ Centers for Disease Prevention and Control, National Center for Health Statistics, Provisional Drug Overdose Death Counts, <https://www.cdc.gov/nchs/nvss/vsrr/drug-overdose-data.htm> (last visited May 8, 2021).

Over the last year, Native Americans have experienced more than one and a half times the rate of COVID-19 infections, more than triple the rate of hospitalizations, and more than double the death rate compared to White Americans.³⁵ Low-income and minority communities also exhibit higher rates of pre-existing conditions that may contribute to an increased risk of COVID-19 mortality.³⁶

In addition, individuals living in low-income communities may have had more limited ability to socially distance or to self-isolate when ill, resulting in faster spread of the virus, and were over-represented among essential workers, who faced greater risk of exposure.³⁷ Social distancing measures in response to the pandemic may have also exacerbated pre-existing public health challenges. For example, for children living in homes with lead paint, spending substantially more time at home raises the risk of developing elevated blood lead levels, while screenings for elevated blood lead levels declined during the pandemic.³⁸ The combination of these underlying social and health vulnerabilities may have contributed to more severe public health outcomes of the pandemic within these communities, resulting in an exacerbation of pre-existing disparities in health outcomes.³⁹

and Deaths in the United States, by Social Vulnerability Index, https://covid.cdc.gov/covid-data-tracker/#pop-factors_totaldeaths (last visited May 8, 2021).

³⁵ Centers for Disease Control and Prevention, Risk for COVID-19 Infection, Hospitalization, and Death By Race/Ethnicity, <https://www.cdc.gov/coronavirus/2019-ncov/covid-data/investigations-discovery/hospitalization-death-by-race-ethnicity.html> (last visited Apr. 26, 2021).

³⁶ See, e.g., Centers for Disease Control and Prevention, Risk of Severe Illness or Death from COVID-19 (Dec. 10, 2020), <https://www.cdc.gov/coronavirus/2019-ncov/community/health-equity/racial-ethnic-disparities/disparities-illness.html> (last visited Apr. 26, 2021).

³⁷ Milena Almagro et al., Racial Disparities in Frontline Workers and Housing Crowding During COVID-19: Evidence from Geolocation Data (Sept. 22, 2020), NYU Stern School of Business (forthcoming), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3695249; Grace McCormack et al., Economic Vulnerability of Households with Essential Workers, *JAMA* 324(4):388–90 (2020), available at <https://jamanetwork.com/journals/jama/fullarticle/2767630>.

³⁸ See, e.g., Joseph G. Courtney et al., Decreases in Young Children Who Received Blood Lead Level Testing During COVID-19—34 Jurisdictions, January–May 2020, *Morb. Mort. Wkly. Rep.* 70(5):155–61 (Feb. 5, 2021), <https://www.cdc.gov/mmwr/volumes/70/wr/mm7005a2.htm>; Emily A. Benfer & Lindsay F. Wiley, Health Justice Strategies to Combat COVID-19: Protecting Vulnerable Communities During a Pandemic, *Health Affairs Blog* (Mar. 19, 2020), <https://www.healthaffairs.org/doi/10.1377/hlbg20200319.757883/full/>.

³⁹ See, e.g., Centers for Disease Control and Prevention, *supra* note 34; Benfer & Wiley, *supra*

Eligible Public Health Uses. The Fiscal Recovery Funds provide resources to meet and address these emergent public health needs, including through measures to counter the spread of COVID-19, through the provision of care for those impacted by the virus, and through programs or services that address disparities in public health that have been exacerbated by the pandemic. To facilitate implementation and use of payments from the Fiscal Recovery Funds, the interim final rule identifies a non-exclusive list of eligible uses of funding to respond to the COVID-19 public health emergency. Eligible uses listed under this section build and expand upon permissible expenditures under the CRF, while recognizing the differences between the ARPA and CARES Act, and recognizing that the response to the COVID-19 public health emergency has changed and will continue to change over time. To assess whether additional uses would be eligible under this category, recipients should identify an effect of COVID-19 on public health, including either or both of immediate effects or effects that may manifest over months or years, and assess how the use would respond to or address the identified need.

The interim final rule identifies a non-exclusive list of uses that address the effects of the COVID-19 public health emergency, including:

- *COVID-19 Mitigation and Prevention.* A broad range of services and programming are needed to contain COVID-19. Mitigation and prevention efforts for COVID-19 include vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools;⁴⁰ ventilation improvements in

note 38; Nathaniel M. Lewis et al., Disparities in COVID-19 Incidence, Hospitalizations, and Testing, by Area-Level Deprivation—Utah, March 3–July 9, 2020, *Morb. Mort. Wkly. Rep.* 69(38):1369–73 (Sept. 25, 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6938a4.htm>.

⁴⁰ This includes implementing mitigation strategies consistent with the Centers for Disease Control and Prevention's (CDC) Operational

congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses.⁴¹ They also include capital investments in public facilities to meet pandemic operational needs, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics. These COVID-19 prevention and mitigation programs and services, among others, were eligible expenditures under the CRF and are eligible uses under this category of eligible uses for the Fiscal Recovery Funds.⁴²

- *Medical Expenses.* The COVID-19 public health emergency continues to have devastating effects on public health; the United States continues to average hundreds of deaths per day and the spread of new COVID-19 variants has raised new risks and genomic surveillance needs.⁴³ Moreover, our understanding of the potentially serious and long-term effects of the virus is growing, including the potential for symptoms like shortness of breath to continue for weeks or months, for multi-organ impacts from COVID-19, or for post-intensive care syndrome.⁴⁴ State and local governments may need to continue to provide care and services to address these near- and longer-term needs.⁴⁵

Strategy for K–12 Schools through Phased Prevention, available at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html>.

⁴¹ Many of these expenses were also eligible in the CRF. Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID-19 will continue to be eligible under the ARPA, including those not explicitly listed here (e.g., telemedicine costs, costs to facilitate compliance with public health orders, disinfection of public areas, facilitating distance learning, increased solid waste disposal needs related to PPE, paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions), with the following two exceptions: (1) The standard for eligibility of public health and safety payrolls has been updated (see section II.A of this **SUPPLEMENTARY INFORMATION**) and (2) expenses related to the issuance of tax-anticipation notes are no longer an eligible funding use (see discussion of debt service in section II.B of this **SUPPLEMENTARY INFORMATION**).

⁴² Coronavirus Relief Fund for States, Tribal Governments, and Certain Eligible Local Governments, 86 FR 4182 (Jan. 15, 2021), available at https://home.treasury.gov/system/files/136/CRF-Guidance-Federal-Register_2021-00827.pdf.

⁴³ Centers for Disease Control and Prevention, *supra* note 24.

⁴⁴ Centers for Disease Control and Prevention, Long-Term Effects (Apr. 8, 2021), <https://www.cdc.gov/coronavirus/2019-ncov/long-term-effects.html> (last visited Apr. 26, 2021).

⁴⁵ Pursuant to 42 CFR 433.51 and 45 CFR 75.306, Fiscal Recovery Funds may not serve as a State or locality's contribution of certain Federal funds.

- *Behavioral Health Care.* In addition, new or enhanced State, local, and Tribal government services may be needed to meet behavioral health needs exacerbated by the pandemic and respond to other public health impacts. These services include mental health treatment, substance misuse treatment, other behavioral health services, hotlines or warmlines, crisis intervention, overdose prevention, infectious disease prevention, and services or outreach to promote access to physical or behavioral health primary care and preventative medicine.

- *Public Health and Safety Staff.* Treasury recognizes that responding to the public health and negative economic impacts of the pandemic, including administering the services described above, requires a substantial commitment of State, local, and Tribal government human resources. As a result, the Fiscal Recovery Funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency.⁴⁶ Accordingly, the Fiscal Recovery Funds may be used to support the payroll and covered benefits for the portion of the employee's time that is dedicated to responding to the COVID-19 public health emergency. For administrative convenience, the recipient may consider public health and safety employees to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated to responding to the COVID-19 public health emergency. Recipients may consider other presumptions for assessing the extent to which an employee, division, or operating unit is engaged in activities that respond to the COVID-19 public health emergency, provided that the recipient reassesses periodically and maintains records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on

the COVID-19 response. Recipients need not routinely track staff hours.

- *Expenses to Improve the Design and Execution of Health and Public Health Programs.* State, local, and Tribal governments may use payments from the Fiscal Recovery Funds to engage in planning and analysis in order to improve programs addressing the COVID-19 pandemic, including through use of targeted consumer outreach, improvements to data or technology infrastructure, impact evaluations, and data analysis.

- *Eligible Uses to Address Disparities in Public Health Outcomes.* In addition, in recognition of the disproportionate impacts of the COVID-19 pandemic on health outcomes in low-income and Native American communities and the importance of mitigating these effects, the interim final rule identifies a broader range of services and programs that will be presumed to be responding to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services, outlined below, are eligible uses when provided in a Qualified Census Tract (QCT),⁴⁷ to families living in QCTs, or when these services are provided by Tribal governments.⁴⁸ Recipients may also provide these services to other populations, households, or geographic areas that are disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination that the pandemic resulted in disproportionate public health or economic outcomes to the

⁴⁷ Qualified Census Tracts are a common, readily-accessible, and geographically granular method of identifying communities with a large proportion of low-income residents. Using an existing measure may speed implementation and decrease administrative burden, while identifying areas of need at a highly-localized level.

While QCTs are an effective tool generally, many tribal communities have households with a wide range of income levels due in part to non-tribal member, high income residents living in the community. Mixed income communities, with a significant share of tribal members at the lowest levels of income, are often not included as eligible QCTs yet tribal residents are experiencing disproportionate impacts due to the pandemic. Therefore, including all services provided by Tribal governments is a more effective means of ensuring that disproportionately impacted Tribal members can receive services.

⁴⁸ U.S. Department of Housing and Urban Development (HUD), Qualified Census Tracts and Difficult Development Areas, <https://www.huduser.gov/portal/datasets/qct.html> (last visited Apr. 26, 2021); U.S. Department of the Interior, Bureau of Indian Affairs, Indian Lands of Federally Recognized Tribes of the United States (June 2016), <https://www.bia.gov/sites/bia.gov/files/assets/bia/ots/webteam/pdf/idc1-028635.pdf> (last visited Apr. 26, 2021).

specific populations, households, or geographic areas to be served.

Given the exacerbation of health disparities during the pandemic and the role of pre-existing social vulnerabilities in driving these disparate outcomes, services to address health disparities are presumed to be responsive to the public health impacts of the pandemic. Specifically, recipients may use payments from the Fiscal Recovery Funds to facilitate access to resources that improve health outcomes, including services that connect residents with health care resources and public assistance programs and build healthier environments, such as:

- Funding community health workers to help community members access health services and services to address the social determinants of health;⁴⁹
- Funding public benefits navigators to assist community members with navigating and applying for available Federal, State, and local public benefits or services;
- Housing services to support healthy living environments and neighborhoods conducive to mental and physical wellness;
- Remediation of lead paint or other lead hazards to reduce risk of elevated blood lead levels among children; and
- Evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic.⁵⁰

2. Responding to Negative Economic Impacts

Impacts on Households and Individuals. The public health emergency, including the necessary measures taken to protect public health, resulted in significant economic and financial hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote

⁴⁹ The social determinants of health are the social and environmental conditions that affect health outcomes, specifically economic stability, health care access, social context, neighborhoods and built environment, and education access. See, e.g., U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion, Healthy People 2030: Social Determinants of Health, <https://health.gov/healthypeople/objectives-and-data/social-determinants-health> (last visited Apr. 26, 2021).

⁵⁰ National Commission on COVID-19 and Criminal Justice, Impact Report: COVID-19 and Crime (Jan. 31, 2021), <https://covid19.counciloncj.org/2021/01/31/impact-report-covid-19-and-crime-3/> (showing a spike in homicide and assaults); Brad Boesrup et al., Alarming Trends in US domestic violence during the COVID-19 pandemic, *Am. J. of Emerg. Med.* 38(12): 2753–55 (Dec. 1, 2020), available at [https://www.ajemjournal.com/article/S0735-6757\(20\)30307-7/fulltext](https://www.ajemjournal.com/article/S0735-6757(20)30307-7/fulltext) (showing a spike in domestic violence).

⁴⁶ In general, if an employee's wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee's covered benefits as an eligible use of Fiscal Recovery Funds. For purposes of the Fiscal Recovery Funds, covered benefits include costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (Federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

education, and travel declined precipitously, over 20 million jobs were lost in March and April 2020.⁵¹ Although many have returned to work, as of April 2021, the economy remains 8.2 million jobs below its pre-pandemic peak,⁵² and more than 3 million workers have dropped out of the labor market altogether relative to February 2020.⁵³

Rates of unemployment are particularly severe among workers of color and workers with lower levels of educational attainment; for example, the overall unemployment rate in the United States was 6.1 percent in April 2021, but certain groups saw much higher rates: 9.7 percent for Black workers, 7.9 percent for Hispanic or Latino workers, and 9.3 percent for workers without a high school diploma.⁵⁴ Job losses have also been particularly steep among low wage workers, with these workers remaining furthest from recovery as of the end of 2020.⁵⁵ A severe recession—and its concentrated impact among low-income workers—has amplified food and housing insecurity, with an estimated nearly 17 million adults living in households where there is sometimes or often not enough food to eat and an estimated 10.7 million adults living in households that were not current on rent.⁵⁶ Over the course of the pandemic,

inequities also manifested along gender lines, as schools closed to in-person activities, leaving many working families without child care during the day.⁵⁷ Women of color have been hit especially hard: The labor force participation rate for Black women has fallen by 3.2 percentage points⁵⁸ during the pandemic as compared to 1.0 percentage points for Black men⁵⁹ and 2.0 percentage points for White women.⁶⁰

As the economy recovers, the effects of the pandemic-related recession may continue to impact households, including a risk of longer-term effects on earnings and economic potential. For example, unemployed workers, especially those who have experienced longer periods of unemployment, earn lower wages over the long term once rehired.⁶¹ In addition to the labor market consequences for unemployed workers, recessions can also cause longer-term economic challenges through, among other factors, damaged consumer credit scores⁶² and reduced familial and childhood wellbeing.⁶³

Food, Housing, and Employment Hardships, <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-recessions-effects-on-food-housing-and> (last visited May 8, 2021).

⁵¹ Women have carried a larger share of childcare responsibilities than men during the COVID-19 crisis. See, e.g., Gema Zamarró & Maria J. Prados, Gender differences in couples' division of childcare, work and mental health during COVID-19, *Rev. Econ. Household* 19:11–40 (2021), available at <https://link.springer.com/article/10.1007/s11150-020-09534-7>; Titan Alon et al., The Impact of COVID-19 on Gender Equality, National Bureau of Economic Research Working Paper 26947 (April 2020), available at <https://www.nber.org/papers/w26947>.

⁵² U.S. Bureau of Labor Statistics, Labor Force Participation Rate—20 Yrs. & Over, Black or African American Women [LNS11300032], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/LNS11300032> (last visited May 8, 2021).

⁵³ U.S. Bureau of Labor Statistics, Labor Force Participation Rate—20 Yrs. & Over, Black or African American Men [LNS11300031], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/LNS11300031> (last visited May 8, 2021).

⁵⁴ U.S. Bureau of Labor Statistics, Labor Force Participation Rate—20 Yrs. & Over, White Women [LNS11300029], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/LNS11300029> (last visited May 8, 2021).

⁵⁵ See, e.g., Michael Greenstone & Adam Looney, Unemployment and Earnings Losses: A Look at Long-Term Impacts of the Great Recession on American Workers, Brookings Institution (Nov. 4, 2021), <https://www.brookings.edu/blog/jobs/2011/11/04/unemployment-and-earnings-losses-a-look-at-long-term-impacts-of-the-great-recession-on-american-workers/>.

⁵⁶ Chi Chi Wu, Solving the Credit Conundrum: Helping Consumers' Credit Records Impaired by the Foreclosure Crisis and Great Recession (Dec. 2013), https://www.nclc.org/images/pdf/credit_reports/report-credit-conundrum-2013.pdf.

⁵⁷ Irwin Garfinkel, Sara McLanahan, Christopher Wimer, eds., *Children of the Great Recession*,

These potential long-term economic consequences underscore the continued need for robust policy support.

Impacts on Businesses. The pandemic has also severely impacted many businesses, with small businesses hit especially hard. Small businesses make up nearly half of U.S. private-sector employment⁶⁴ and play a key role in supporting the overall economic recovery as they are responsible for two-thirds of net new jobs.⁶⁵ Since the beginning of the pandemic, however, 400,000 small businesses have closed, with many more at risk.⁶⁶ Sectors with a large share of small business employment have been among those with the most drastic drops in employment.⁶⁷ The negative outlook for small businesses has continued: As of April 2021, approximately 70 percent of small businesses reported that the pandemic has had a moderate or large negative effect on their business, and over a third expect that it will take over 6 months for their business to return to their normal level of operations.⁶⁸

This negative outlook is likely the result of many small businesses having faced periods of closure and having seen declining revenues as customers stayed home.⁶⁹ In general, small businesses can face greater hurdles in accessing credit,⁷⁰ and many small businesses were already financially fragile at the outset of the pandemic.⁷¹ Non-profits, which provide vital services to communities, have similarly faced

Russell Sage Foundation (Aug. 2016), available at <https://www.russellsage.org/publications/children-great-recession>.

⁶⁴ Board of Governors of the Federal Reserve System, *supra* note 5.

⁶⁵ U.S. Small Business Administration, Office of Advocacy, Small Businesses Generate 44 Percent of U.S. Economic Activity (Jan. 30, 2019), <https://advocacy.sba.gov/2019/01/30/small-businesses-generate-44-percent-of-u-s-economic-activity/>.

⁶⁶ Biden, *supra* note 6.

⁶⁷ Daniel Wilmoth, U.S. Small Business Administration Office of Advocacy, The Effects of the COVID-19 Pandemic on Small Businesses, Issue Brief No. 16 (Mar. 2021), available at <https://cdn.advocacy.sba.gov/wp-content/uploads/2021/03/02112318/COVID-19-Impact-On-Small-Business.pdf>.

⁶⁸ U.S. Census Bureau, Small Business Pulse Survey, <https://portal.census.gov/pulse/data/> (last visited May 8, 2021).

⁶⁹ Olivia S. Kim et al., Revenue Collapses and the Consumption of Small Business Owners in the Early Stages of the COVID-19 Pandemic (Nov. 2020), <https://www.nber.org/papers/w28151>.

⁷⁰ See e.g., Board of Governors of the Federal Reserve System, Report to Congress on the Availability of Credit to Small Businesses (Sept. 2017), available at <https://www.federalreserve.gov/publications/2017-september-availability-of-credit-to-small-businesses.htm>.

⁷¹ Alexander W. Bartik et al., The Impact of COVID-19 on small business outcomes and expectations, PNAS 117(30): 17656–66 (July 28, 2020), available at <https://www.pnas.org/content/117/30/17656>.

⁵¹ U.S. Bureau of Labor Statistics, All Employees, Total Nonfarm (PAYEMS), retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/PAYEMS> (last visited May 8, 2021).

⁵² *Id.*

⁵³ U.S. Bureau of Labor Statistics, Civilian Labor Force Level [CLF16OV], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/CLF16OV> (last visited May 8, 2021).

⁵⁴ U.S. Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey: Employment status of the civilian population by sex and age (May 8 2021), <https://www.bls.gov/news.release/empsit.t01.htm> (last visited May 8, 2021); U.S. Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey: Employment status of the civilian noninstitutional population by race, Hispanic or Latino ethnicity, sex, and age (May 8, 2021), <https://www.bls.gov/web/empsit/cpseea04.htm> (last visited May 8, 2021); U.S. Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey: Employment status of the civilian noninstitutional population 25 years and over by educational attainment (May 8, 2021), <https://www.bls.gov/web/empsit/cpseea05.htm> (last visited May 8, 2021).

⁵⁵ Elise Gould & Jori Kandra, Wages grew in 2020 because the bottom fell out of the low-wage labor market, Economic Policy Institute (Feb. 24, 2021), <https://files.epi.org/pdf/219418.pdf>. See also, Michael Dalton et al., The K-Shaped Recovery: Examining the Diverging Fortunes of Workers in the Recovery from the COVID-19 Pandemic using Business and Household Survey Microdata, U.S. Bureau of Labor Statistics Working Paper Series (Feb. 2021), <https://www.bls.gov/osmr/research-papers/2021/pdf/ec210020.pdf>.

⁵⁶ Center on Budget and Policy Priorities, Tracking the COVID-19 Recession's Effects on

economic and financial challenges due to the pandemic.⁷²

Impacts to State, Local, and Tribal Governments. State, local, and Tribal governments have felt substantial fiscal pressures. As noted above, State, local, and Tribal governments have faced significant revenue shortfalls and remain over 1 million jobs below their pre-pandemic staffing levels.⁷³ These reductions in staffing may undermine the ability to deliver services effectively, as well as add to the number of unemployed individuals in their jurisdictions.

Exacerbation of Pre-existing Disparities. The COVID-19 public health emergency may have lasting negative effects on economic outcomes, particularly in exacerbating disparities that existed prior to the pandemic.

The negative economic impacts of the COVID-19 pandemic are particularly pronounced in certain communities and families. Low- and moderate-income jobs make up a substantial portion of both total pandemic job losses,⁷⁴ and jobs that require in-person frontline work, which are exposed to greater risk of contracting COVID-19.⁷⁵ Both factors compound pre-existing vulnerabilities and the likelihood of food, housing, or other financial insecurity in low- and moderate-income families and, given the concentration of low- and moderate-income families within certain communities,⁷⁶ raise a substantial risk that the effects of the COVID-19 public health emergency will be amplified within these communities.

These compounding effect of recessions on concentrated poverty and the long-lasting nature of this effect were observed after the 2007–2009 recession, including a large increase in concentrated poverty with the number of people living in extremely poor

neighborhoods more than doubling by 2010–2014 relative to 2000.⁷⁷ Concentrated poverty has a range of deleterious impacts, including additional burdens on families and reduced economic potential and social cohesion.⁷⁸ Given the disproportionate impact of COVID-19 on low-income households discussed above, there is a risk that the current pandemic-induced recession could further increase concentrated poverty and cause long-term damage to economic prospects in neighborhoods of concentrated poverty.

The negative economic impacts of COVID-19 also include significant impacts to children in disproportionately affected families and include impacts to education, health, and welfare, all of which contribute to long-term economic outcomes.⁷⁹ Many low-income and minority students, who were disproportionately served by remote or hybrid education during the pandemic, lacked the resources to participate fully in remote schooling or live in households without adults available throughout the day to assist with online coursework.⁸⁰ Given these trends, the pandemic may widen educational disparities and worsen outcomes for low-income students,⁸¹ an

⁷⁷ Elizabeth Kneebone & Natalie Holmes, U.S. concentrated poverty in the wake of the Great Recession, Brookings Institution (Mar. 31, 2016), <https://www.brookings.edu/research/u-s-concentrated-poverty-in-the-wake-of-the-great-recession/>.

⁷⁸ David Erickson et al., The Enduring Challenge of Concentrated Poverty in America: Case Studies from Communities Across the U.S. (2008), available at https://www.frbsf.org/community-development/files/cp_fullreport.pdf.

⁷⁹ Educational quality, as early as Kindergarten, has a long-term impact on children's public health and economic outcomes. See, e.g., Tyler W. Watts et al., The Chicago School Readiness Project: Examining the long-term impacts of an early childhood intervention, *PLoS ONE* 13(7) (2018), available at <https://journals.plos.org/plosone/article?id=10.1371/journal.pone.0200144>; Opportunity Insights, How Can We Amplify Education as an Engine of Mobility? Using big data to help children get the most from school, <https://opportunityinsights.org/education/> (last visited Apr. 26, 2021); U.S. Department of Health and Human Services (HHS), Office of Disease Prevention and Health Promotion, Early Childhood Development and Education, <https://www.healthypeople.gov/2020/topics-objectives/topic/social-determinants-health/interventions-resources/early-childhood-development-and-education> (last visited Apr. 26, 2021).

⁸⁰ See, e.g., Bacher-Hicks, *supra* note 14.

⁸¹ A Department of Education survey found that, as of February 2021, 42 percent of fourth grade students nationwide were offered only remote education, compared to 48 percent of economically disadvantaged students, 54 percent of Black students and 57 percent of Hispanic students. Large districts often disproportionately serve low-income students. See Institute of Education Sciences, Monthly School Survey Dashboard, <https://ies.ed.gov/schoolsurvey/> (last visited Apr. 26, 2021). In summer 2020, a review found that 74 percent of the largest 100 districts chose remote learning only.

effect that would substantially impact their long-term economic outcomes. Increased economic strain or material hardship due to the pandemic could also have a long-term impact on health, educational, and economic outcomes of young children.⁸² Evidence suggests that adverse conditions in early childhood, including exposure to poverty, food insecurity, housing insecurity, or other economic hardships, are particularly impactful.⁸³

The pandemic's disproportionate economic impacts are also seen in Tribal communities across the country—for Tribal governments as well as families and businesses on and off Tribal lands. In the early months of the pandemic, Native American unemployment spiked to 26 percent and, while partially recovered, remains at nearly 11 percent.⁸⁴ Tribal enterprises are a significant source of revenue for Tribal governments to support the provision of government services. These enterprises, notably concentrated in gaming, tourism, and hospitality, frequently closed, significantly reducing both revenues to Tribal governments and employment. As a result, Tribal governments have reduced essential services to their citizens and communities.⁸⁵

Eligible Uses. Sections 602(c)(1)(A) and 603(c)(1)(A) permit use of payments from the Fiscal Recovery Funds to respond to the negative economic impacts of the COVID-19 public health emergency. Eligible uses that respond to the negative economic impacts of the public health emergency must be designed to address an economic harm resulting from or exacerbated by the public health emergency. In considering whether a program or service would be

See Education Week, School Districts' Reopening Plans: A Snapshot (Jul. 15, 2020), <https://www.edweek.org/leadership/school-districts-reopening-plans-a-snapshot/2020/07> (last visited May 4, 2021).

⁸² HHS, *supra* note 79.

⁸³ Hirokazu Yoshikawa, Effects of the Global Coronavirus Disease—2019 Pandemic on Early Childhood Development: Short- and Long-Term Risks and Mitigating Program and Policy Actions, *J. of Pediatrics* Vol. 223:188–93 (Aug. 1, 2020), available at [https://www.jpeds.com/article/S0022-3476\(20\)30606-5/abstract](https://www.jpeds.com/article/S0022-3476(20)30606-5/abstract).

⁸⁴ Based on calculations conducted by the Minneapolis Fed's Center for Indian Country Development using Flood et al. (2020)'s Current Population Survey." Sarah Flood, Miriam King, Renae Rodgers, Steven Ruggles and J. Robert Warren. Integrated Public Use Microdata Series, Current Population Survey: Version 8.0 [dataset]. Minneapolis, MN: IPUMS, 2020. <https://doi.org/10.18128/D030.V8.0>; see also Donna Feir & Charles Golding, Native Employment During COVID-19: Hard hit in April but Starting to Rebound? (Aug. 5, 2020), <https://www.minneapolisfed.org/article/2020/native-employment-during-covid-19-hit-hard-in-april-but-starting-to-rebound>.

⁸⁵ Moreno & Sobrepena, *supra* note 73.

⁷² Federal Reserve Bank of San Francisco, Impacts of COVID-19 on Nonprofits in the Western United States (May 2020), <https://www.frbsf.org/community-development/files/impact-of-covid-nonprofits-serving-western-united-states.pdf>.

⁷³ Bureau of Labor Statistics, *supra* note 8; Elijah Moreno & Heather Sobrepena, Tribal entities remain resilient as COVID-19 batters their finances, Federal Reserve Bank of Minneapolis (Nov. 10, 2021), <https://www.minneapolisfed.org/article/2020/tribal-entities-remain-resilient-as-covid-19-batters-their-finances>.

⁷⁴ Kim Parker et al., Economic Fallout from COVID-19 Continues to Hit Lower-Income Americans the Hardest, Pew Research Center (Sept. 24, 2020), <https://www.pewresearch.org/social-trends/2020/09/24/economic-fallout-from-covid-19-continues-to-hit-lower-income-americans-the-hardest/>; Gould, *supra* note 55.

⁷⁵ See *infra* Section II.B of this Supplementary Information.

⁷⁶ Elizabeth Kneebone, The Changing geography of US poverty, Brookings Institution (Feb. 15, 2017), <https://www.brookings.edu/testimonies/the-changing-geography-of-us-poverty/>.

eligible under this category, the recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency and whether, and the extent to which, the use would respond or address this harm.⁸⁶ A recipient should first consider whether an economic harm exists and whether this harm was caused or made worse by the COVID-19 public health emergency. While economic impacts may either be immediate or delayed, assistance or aid to individuals or businesses that did not experience a negative economic impact from the public health emergency would not be an eligible use under this category.

In addition, the eligible use must “respond to” the identified negative economic impact. Responses must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses. Where there has been a negative economic impact resulting from the public health emergency, States, local, and Tribal governments have broad latitude to choose whether and how to use the Fiscal Recovery Funds to respond to and address the negative economic impact. Sections 602(c)(1)(A) and 603(c)(1)(A) describe several types of uses that would be eligible under this category, including assistance to households, small businesses, and nonprofits and aid to impacted industries such as tourism, travel, and hospitality.

To facilitate implementation and use of payments from the Fiscal Recovery Funds, the interim final rule identifies a non-exclusive list of eligible uses of funding that respond to the negative economic impacts of the public health emergency. Consistent with the discussion above, the eligible uses listed below would respond directly to the economic or financial harms resulting from and/or exacerbated by the public health emergency.

- *Assistance to Unemployed Workers.* This includes assistance to unemployed workers, including services like job training to accelerate rehiring of unemployed workers; these services may extend to workers unemployed due to the pandemic or the resulting recession, or who were already unemployed when the pandemic began

and remain so due to the negative economic impacts of the pandemic.

- *State Unemployment Insurance Trust Funds.* Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund established under section 904 of the Social Security Act (42 U.S.C. 1104) up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020 or to pay back advances received under Title XII of the Social Security Act (42 U.S.C. 1321) for the payment of benefits between January 27, 2020 and May 17, 2021, given the close nexus between Unemployment Trust Fund costs, solvency of Unemployment Trust Fund systems, and pandemic economic impacts. Further, Unemployment Trust Fund deposits can decrease fiscal strain on Unemployment Insurance systems impacted by the pandemic. States facing a sharp increase in Unemployment Insurance claims during the pandemic may have drawn down positive Unemployment Trust Fund balances and, after exhausting the balance, required advances to fund continuing obligations to claimants. Because both of these impacts were driven directly by the need for assistance to unemployed workers during the pandemic, replenishing Unemployment Trust Funds up to the pre-pandemic level responds to the pandemic’s negative economic impacts on unemployed workers.

- *Assistance to Households.* Assistance to households or populations facing negative economic impacts due to COVID-19 is also an eligible use. This includes: Food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance (discussed below); emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker’s occupation or level of training. As discussed above, in considering whether a potential use is eligible under this category, a recipient must consider whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative

economic impacts resulting from the pandemic. For example, a cash transfer program may focus on unemployed workers or low- and moderate-income families, which have faced disproportionate economic harms due to the pandemic. Cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID-19 public health emergency or its negative impacts. In particular, when considering the appropriate size of permissible cash transfers made in response to the COVID-19 public health emergency, State, local and Tribal governments may consider and take guidance from the per person amounts previously provided by the Federal Government in response to the COVID-19 crisis. Cash transfers that are grossly in excess of such amounts would be outside the scope of eligible uses under sections 602(c)(1)(A) and 603(c)(1)(A) and could be subject to recoupment. In addition, a recipient could provide survivor’s benefits to surviving family members of COVID-19 victims, or cash assistance to widows, widowers, and dependents of eligible COVID-19 victims.

- *Expenses to Improve Efficacy of Economic Relief Programs.* State, local, and Tribal governments may use payments from the Fiscal Recovery Funds to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations.

- *Small Businesses and Non-profits.* As discussed above, small businesses and non-profits faced significant challenges in covering payroll, mortgages or rent, and other operating costs as a result of the public health emergency and measures taken to contain the spread of the virus. State, local, and Tribal governments may provide assistance to small businesses to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency, including:

- Loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical

⁸⁶ In some cases, a use may be permissible under another eligible use category even if it falls outside the scope of section (c)(1)(A) of the Act.

plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and

- Technical assistance, counseling, or other services to assist with business planning needs.

As discussed above, these services should respond to the negative economic impacts of COVID-19. Recipients may consider additional criteria to target assistance to businesses in need, including small businesses. Such criteria may include businesses facing financial insecurity, substantial declines in gross receipts (e.g., comparable to measures used to assess eligibility for the Paycheck Protection Program), or other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving disadvantaged communities. Recipients should consider local economic conditions and business data when establishing such criteria.⁸⁷

- *Rehiring State, Local, and Tribal Government Staff.* State, local, and Tribal governments continue to see pandemic impacts in overall staffing levels: State, local, and Tribal government employment remains more than 1 million jobs lower in April 2021 than prior to the pandemic.⁸⁸ Employment losses decrease a state or local government's ability to effectively administer services. Thus, the interim final rule includes as an eligible use payroll, covered benefits, and other costs associated with rehiring public sector staff, up to the pre-pandemic staffing level of the government.

- *Aid to Impacted Industries.* Sections 602(c)(1)(A) and 603(c)(1)(A) recognize that certain industries, such as tourism, travel, and hospitality, were disproportionately and negatively impacted by the COVID-19 public health emergency. Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the

pandemic on those and similarly impacted industries. For example, aid may include assistance to implement COVID-19 mitigation and infection prevention measures to enable safe resumption of tourism, travel, and hospitality services, for example, improvements to ventilation, physical barriers or partitions, signage to facilitate social distancing, provision of masks or personal protective equipment, or consultation with infection prevention professionals to develop safe reopening plans.

Aid may be considered responsive to the negative economic impacts of the pandemic if it supports businesses, attractions, business districts, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel, and hospitality industries and to business districts that were closed during the COVID-19 public health emergency, as well as aid for a planned expansion or upgrade of tourism, travel, and hospitality facilities delayed due to the pandemic.

When considering providing aid to industries other than tourism, travel, and hospitality, recipients should consider the extent of the economic impact as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, on net, the leisure and hospitality industry has experienced an approximately 24 percent decline in revenue and approximately 17 percent decline in employment nationwide due to the COVID-19 public health emergency.⁸⁹ Recipients should also consider whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

To facilitate transparency and accountability, the interim final rule requires that State, local, and Tribal governments publicly report assistance provided to private-sector businesses under this eligible use, including

tourism, travel, hospitality, and other impacted industries, and its connection to negative economic impacts of the pandemic. Recipients also should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

As discussed above, economic disparities that existed prior to the COVID-19 public health emergency amplified the impact of the pandemic among low-income and minority groups. These families were more likely to face housing, food, and financial insecurity; are over-represented among low-wage workers; and many have seen their livelihoods deteriorate further during the pandemic and economic contraction. In recognition of the disproportionate negative economic impacts on certain communities and populations, the interim final rule identifies services and programs that will be presumed to be responding to the negative economic impacts of the COVID-19 public health emergency when provided in these communities.

Specifically, Treasury will presume that certain types of services, outlined below, are eligible uses when provided in a QCT, to families and individuals living in QCTs, or when these services are provided by Tribal governments.⁹⁰ Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately impacted communities, recipients should be able to support their determination that the pandemic resulted in disproportionate public health or economic outcomes to the specific populations, households, or geographic areas to be served. The interim final rule identifies a non-exclusive list of uses that address the disproportionate negative economic effects of the COVID-19 public health emergency, including:

- *Building Stronger Communities through Investments in Housing and Neighborhoods.* The economic impacts of COVID-19 have likely been most acute in lower-income neighborhoods, including concentrated areas of high unemployment, limited economic opportunity, and housing insecurity.⁹¹

⁸⁹ HUD, *supra* note 48.

⁹¹ Stuart M. Butler & Jonathan Grabinsky, Tackling the legacy of persistent urban inequality and concentrated poverty, Brookings Institution (Nov. 16, 2020), <https://www.brookings.edu/blog/up-front/2020/11/16/tackling-the-legacy-of->

⁸⁷ See Federal Reserve Bank of Cleveland, An Uphill Battle: COVID-19's Outsized Toll on Minority-Owned Firms (Oct. 8, 2020), <https://www.clevelandfed.org/newsroom-and-events/publications/community-development-briefs/db-20201008-misera-report.aspx> (discussing the impact of COVID-19 on minority owned businesses).

⁸⁸ U.S. Bureau of Labor Statistics, All Employees, State Government [CES9092000001] and All Employees, Local Government [CES9093000001], retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/CES9092000001> and <https://fred.stlouisfed.org/series/CES9093000001> (last visited May 8, 2021).

⁸⁹ From February 2020 to April 2021, employment in "Leisure and hospitality" has fallen by approximately 17 percent. See U.S. Bureau of Labor Statistics, All Employees, Leisure and Hospitality, retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/USLAH> (last visited May 8, 2021). From 2019Q4 to 2020Q4, gross output (e.g. revenue) in arts, entertainment, recreation, accommodation, and food services has fallen by approximately 24 percent. See Bureau of Economic Analysis, News Release: Gross Domestic Product (Third Estimate), Corporate Profits, and GDP by Industry, Fourth Quarter and Year 2020 (Mar. 25, 2021), Table 17, https://www.bea.gov/sites/default/files/2021-03/gdp4q20_3rd.pdf.

Services in this category alleviate the immediate economic impacts of the COVID-19 pandemic on housing insecurity, while addressing conditions that contributed to poor public health and economic outcomes during the pandemic, namely concentrated areas with limited economic opportunity and inadequate or poor-quality housing.⁹² Eligible services include:

- Services to address homelessness such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals;
- Affordable housing development to increase supply of affordable and high-quality living units; and

- Housing vouchers, residential counseling, or housing navigation assistance to facilitate household moves to neighborhoods with high levels of economic opportunity and mobility for low-income residents, to help residents increase their economic opportunity and reduce concentrated areas of low economic opportunity.⁹³

○ *Addressing Educational Disparities.* As outlined above, school closures and the transition to remote education raised particular challenges for lower-income students, potentially exacerbating educational disparities, while increases in economic hardship among families could have long-lasting impacts on children's educational and economic prospects. Services under this prong would enhance educational supports to help mitigate impacts of the pandemic. Eligible services include:

- New, expanded, or enhanced early learning services, including pre-kindergarten, Head Start, or partnerships between pre-kindergarten programs and local education authorities, or administration of those services;

- Providing assistance to high-poverty school districts to advance equitable funding across districts and geographies;

- Evidence-based educational services and practices to address the academic needs of students, including tutoring, summer, afterschool, and other

extended learning and enrichment programs; and

- Evidence-based practices to address the social, emotional, and mental health needs of students;

- *Promoting Healthy Childhood Environments.* Children's economic and family circumstances have a long-term impact on their future economic outcomes.⁹⁴ Increases in economic hardship, material insecurity, and parental stress and behavioral health challenges all raise the risk of long-term harms to today's children due to the pandemic. Eligible services to address this challenge include:

- New or expanded high-quality childcare to provide safe and supportive care for children;

- Home visiting programs to provide structured visits from health, parent educators, and social service professionals to pregnant women or families with young children to offer education and assistance navigating resources for economic support, health needs, or child development; and

- Enhanced services for child welfare-involved families and foster youth to provide support and training on child development, positive parenting, coping skills, or recovery for mental health and substance use challenges.

State, local, and Tribal governments are encouraged to use payments from the Fiscal Recovery Funds to respond to the direct and immediate needs of the pandemic and its negative economic impacts and, in particular, the needs of households and businesses that were disproportionately and negatively impacted by the public health emergency. As highlighted above, low-income communities and workers and people of color have faced more severe health and economic outcomes during the pandemic, with pre-existing social vulnerabilities like low-wage or insecure employment, concentrated neighborhoods with less economic opportunity, and pre-existing health disparities likely contributing to the magnified impact of the pandemic. The Fiscal Recovery Funds provide resources to not only respond to the immediate harms of the pandemic but also to mitigate its longer-term impact in compounding the systemic public health and economic challenges of disproportionately impacted populations. Treasury encourages recipients to consider funding uses that foster a strong, inclusive, and equitable recovery, especially uses with long-term benefits for health and economic outcomes.

Uses Outside the Scope of this Category. Certain uses would not be within the scope of this eligible use category, although may be eligible under other eligible use categories. A general infrastructure project, for example, typically would not be included unless the project responded to a specific pandemic public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact like those described above (e.g., affordable housing in a QCT). The ARPA explicitly includes infrastructure if it is "necessary" and in water, sewer, or broadband. See Section II.D of this **SUPPLEMENTARY INFORMATION**. State, local, and Tribal governments also may use the Fiscal Recovery Funds under sections 602(c)(1)(C) or 603(c)(1)(C) to provide "government services" broadly to the extent of their reduction in revenue. See Section II.C of this **SUPPLEMENTARY INFORMATION**.

This category of eligible uses also would not include contributions to rainy day funds, financial reserves, or similar funds. Resources made available under this eligible use category are intended to help meet pandemic response needs and provide relief for households and businesses facing near- and long-term negative economic impacts. Contributions to rainy day funds and similar financial reserves would not address these needs or respond to the COVID-19 public health emergency but would rather constitute savings for future spending needs. Similarly, this eligible use category would not include payment of interest or principal on outstanding debt instruments, including, for example, short-term revenue or tax anticipation notes, or other debt service costs. As discussed below, payments from the Fiscal Recovery Funds are intended to be used prospectively and the interim final rule precludes use of these funds to cover the costs of debt incurred prior to March 3, 2021. Fees or issuance costs associated with the issuance of new debt would also not be covered using payments from the Fiscal Recovery Funds because such costs would not themselves have been incurred to address the needs of pandemic response or its negative economic impacts. The purpose of the Fiscal Recovery Funds is to provide fiscal relief that will permit State, local, and Tribal governments to continue to respond to the COVID-19 public health emergency.

For the same reasons, this category of eligible uses would not include satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring

persistent-urban-inequality-and-concentrated-poverty/.

⁹² U.S. Department of Health and Human Services (HHS), Office of Disease Prevention and Health Promotion, Quality of Housing, <https://www.healthypeople.gov/2020/topics-objectives/topic/social-determinants-health/interventions-resources/quality-of-housing#11> (last visited Apr. 26, 2021).

⁹³ The Opportunity Atlas, <https://www.opportunityatlas.org/> (last visited Apr. 26, 2021); Raj Chetty & Nathaniel Hendren, The Impacts of Neighborhoods on Intergenerational Mobility I: Childhood Exposure Effects, Quarterly J. of Econ. 133(3):1107–162 (2018), available at <https://opportunityinsights.org/paper/neighborhoodsi/>.

⁹⁴ See *supra* notes 52 and 84.

plan in a judicial, administrative, or regulatory proceeding, except to the extent the judgment or settlement requires the provision of services that would respond to the COVID-19 public health emergency. That is, satisfaction of a settlement or judgment would not itself respond to COVID-19 with respect to the public health emergency or its negative economic impacts, unless the settlement requires the provision of services or aid that did directly respond to these needs, as described above.

In addition, as described in Section V.III of this **SUPPLEMENTARY INFORMATION**, Treasury will establish reporting and record keeping requirements for uses within this category, including enhanced reporting requirements for certain types of uses.

Question 1: Are there other types of services or costs that Treasury should consider as eligible uses to respond to the public health impacts of COVID-19? Describe how these respond to the COVID-19 public health emergency.

Question 2: The interim final rule permits coverage of payroll and benefits costs of public health and safety staff primarily dedicated to COVID-19 response, as well as rehiring of public sector staff up to pre-pandemic levels. For how long should these measures remain in place? What other measures or presumptions might Treasury consider to assess the extent to which public sector staff are engaged in COVID-19 response, and therefore reimbursable, in an easily-administrable manner?

Question 3: The interim final rule permits rehiring of public sector staff up to the government's pre-pandemic staffing level, which is measured based on employment as of January 27, 2020. Does this approach adequately measure the pre-pandemic staffing level in a manner that is both accurate and easily administrable? Why or why not?

Question 4: The interim final rule permits deposits to Unemployment Insurance Trust Funds, or using funds to pay back advances, up to the pre-pandemic balance. What, if any, conditions should be considered to ensure that funds repair economic impacts of the pandemic and strengthen unemployment insurance systems?

Question 5: Are there other types of services or costs that Treasury should consider as eligible uses to respond to the negative economic impacts of COVID-19? Describe how these respond to the COVID-19 public health emergency.

Question 6: What other measures, presumptions, or considerations could be used to assess "impacted industries"

affected by the COVID-19 public health emergency?

Question 7: What are the advantages and disadvantages of using Qualified Census Tracts and services provided by Tribal governments to delineate where a broader range of eligible uses are presumed to be responsive to the public health and economic impacts of COVID-19? What other measures might Treasury consider? Are there other populations or geographic areas that were disproportionately impacted by the pandemic that should be explicitly included?

Question 8: Are there other services or costs that Treasury should consider as eligible uses to respond to the disproportionate impacts of COVID-19 on low-income populations and communities? Describe how these respond to the COVID-19 public health emergency or its negative economic impacts, including its exacerbation of pre-existing challenges in these areas.

Question 9: The interim final rule includes eligible uses to support affordable housing and stronger neighborhoods in disproportionately-impacted communities. Discuss the advantages and disadvantages of explicitly including other uses to support affordable housing and stronger neighborhoods, including rehabilitation of blighted properties or demolition of abandoned or vacant properties. In what ways does, or does not, this potential use address public health or economic impacts of the pandemic? What considerations, if any, could support use of Fiscal Recovery Funds in ways that do not result in resident displacement or loss of affordable housing units?

B. Premium Pay

Fiscal Recovery Funds payments may be used by recipients to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers with eligible workers performing essential work.⁹⁵ These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of their communities.

Since the start of the COVID-19 public health emergency in January 2020, essential workers have put their physical wellbeing at risk to meet the daily needs of their communities and to provide care for others. In the course of this work, many essential workers have

contracted or died of COVID-19.⁹⁶ Several examples reflect the severity of the health impacts for essential workers. Meat processing plants became "hotspots" for transmission, with 700 new cases reported at a single plant on a single day in May 2020.⁹⁷ In New York City, 120 employees of the Metropolitan Transit Authority were estimated to have died due to COVID-19 by mid-May 2020, with nearly 4,000 testing positive for the virus.⁹⁸ Furthermore, many essential workers are people of color or low-wage workers.⁹⁹ These workers, in particular, have borne a disproportionate share of the health and economic impacts of the pandemic. Such workers include:

- Staff at nursing homes, hospitals, and home care settings;
- Workers at farms, food production facilities, grocery stores, and restaurants;
- Janitors and sanitation workers;
- Truck drivers, transit staff, and warehouse workers;
- Public health and safety staff;
- Childcare workers, educators, and other school staff; and
- Social service and human services staff.

During the public health emergency, employers' policies on COVID-19-related hazard pay have varied widely, with many essential workers not yet compensated for the heightened risks they have faced and continue to face.¹⁰⁰

⁹⁶ See, e.g., Centers for Disease Control and Prevention, COVID Data Tracker: Cases & Death among Healthcare Personnel, <https://covid.cdc.gov/covid-data-tracker/#health-care-personnel> (last visited May 4, 2021); Centers for Disease Control and Prevention, COVID Data Tracker: Confirmed COVID-19 Cases and Deaths among Staff and Rate per 1,000 Resident-Weeks in Nursing Homes, by Week—United States, <https://covid.cdc.gov/covid-data-tracker/#nursing-home-staff> (last visited May 4, 2021).

⁹⁷ See, e.g., The Lancet, The plight of essential workers during the COVID-19 pandemic, Vol. 395, Issue 10237:1587 (May 23, 2020), available at <https://www.thelancet.com/journals/lancet/article/PIIS0140-6736%2820%2931200-9/fulltext>.

⁹⁸ *Id.*

⁹⁹ Joanna Gaitens et al., Covid-19 and essential workers: A narrative review of health outcomes and moral injury, *Int'l J. of Envtl. Research and Pub. Health* 18(4):1446 (Feb. 4, 2021), available at <https://pubmed.ncbi.nlm.nih.gov/33557075/>; Tiana N. Rogers et al., Racial Disparities in COVID-19 Mortality Among Essential Workers in the United States, *World Med. & Health policy* 12(3):311–27 (Aug. 5, 2020), available at <https://onlinelibrary.wiley.com/doi/full/10.1002/wmh3.358> (finding that vulnerability to coronavirus exposure was increased among non-Hispanic blacks, who disproportionately occupied the top nine essential occupations).

¹⁰⁰ Economic Policy Institute, Only 30% of those working outside their home are receiving hazard pay (June 16, 2020), <https://www.epi.org/press/only-30-of-those-working-outside-their-home-are-receiving-hazard-pay-black-and-hispanic-workers-are-most-concerned-about-bringing-the-coronavirus-home/>.

⁹⁵ Sections 602(c)(1)(B), 603(c)(1)(B) of the Act.

Many of these workers earn lower wages on average and live in socioeconomically vulnerable communities as compared to the general population.¹⁰¹ A recent study found that 25 percent of essential workers were estimated to have low household income, with 13 percent in high-risk households.¹⁰² The low pay of many essential workers makes them less able to cope with the financial consequences of the pandemic or their work-related health risks, including working hours lost due to sickness or disruptions to childcare and other daily routines, or the likelihood of COVID-19 spread in their households or communities. Thus, the threats and costs involved with maintaining the ongoing operation of vital facilities and services have been, and continue to be, borne by those that are often the most vulnerable to the pandemic. The added health risk to essential workers is one prominent way in which the pandemic has amplified pre-existing socioeconomic inequities.

The Fiscal Recovery Funds will help respond to the needs of essential workers by allowing recipients to remunerate essential workers for the elevated health risks they have faced and continue to face during the public health emergency. To ensure that premium pay is targeted to workers that faced or face heightened risks due to the character of their work, the interim final rule defines essential work as work involving regular in-person interactions or regular physical handling of items that were also handled by others. A worker would not be engaged in essential work and, accordingly may not receive premium pay, for telework performed from a residence.

Sections 602(g)(2) and 603(g)(2) define eligible worker to mean “those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each Governor of a State or territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal government.”¹⁰³ The rule incorporates this definition and provides a list of industries recognized as essential critical infrastructure sectors.¹⁰⁴ These sectors include healthcare, public health and safety, childcare, education, sanitation, transportation, and food production and services, among others

as noted above. As provided under sections 602(g)(2) and 603(g)(2), the chief executive of each recipient has discretion to add additional sectors to this list, so long as additional sectors are deemed critical to protect the health and well-being of residents.

In providing premium pay to essential workers or grants to eligible employers, a recipient must consider whether the pay or grant would “respond to” to the worker or workers performing essential work. Premium pay or grants provided under this section respond to workers performing essential work if it addresses the heightened risk to workers who must be physically present at a jobsite and, for many of whom, the costs associated with illness were hardest to bear financially. Many of the workers performing critical essential services are low- or moderate-income workers, such as those described above. The ARPA recognizes this by defining premium pay to mean an amount up to \$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \$25,000 per eligible worker. To ensure the provision is implemented in a manner that compensates these workers, the interim final rule provides that any premium pay or grants provided using the Fiscal Recovery Funds should prioritize compensation of those lower income eligible workers that perform essential work.

As such, providing premium pay to eligible workers responds to such workers by helping address the disparity between the critical services and risks taken by essential workers and the relatively low compensation they tend to receive in exchange. If premium pay would increase a worker’s total pay above 150 percent of their residing state’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics, or their residing county’s average annual wage, as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics, whichever is higher, on an annual basis, the State, local, or Tribal government must provide Treasury and make publicly available, whether for themselves or on behalf of a grantee, a written justification of how the premium pay or grant is responsive to workers performing essential worker during the public health emergency.¹⁰⁵

The threshold of 150 percent for requiring additional written justification is based on an analysis of the distribution of labor income for a sample of 20 occupations that generally correspond to the essential workers as defined in the interim final rule.¹⁰⁶ For these occupations, labor income for the vast majority of workers was under 150 percent of average annual labor income across all occupations. Treasury anticipates that the threshold of 150 percent of the annual average wage will be greater than the annual average wage of the vast majority of eligible workers performing essential work. These enhanced reporting requirements help to ensure grants are directed to essential workers in critical infrastructure sectors and responsive to the impacts of the pandemic observed among essential workers, namely the mis-alignment between health risks and compensation. Enhanced reporting also provides transparency to the public. Finally, using a localized measure reflects differences in wages and cost of living across the country, making this standard administrable and reflective of essential worker incomes across a diverse range of geographic areas.

Furthermore, because premium pay is intended to compensate essential workers for heightened risk due to COVID-19, it must be entirely additive to a worker’s regular rate of wages and other remuneration and may not be used to reduce or substitute for a worker’s normal earnings. The definition of premium pay also clarifies that premium pay may be provided retrospectively for work performed at any time since the start of the COVID-19 public health emergency, where those workers have yet to be compensated adequately for work previously performed.¹⁰⁷ Treasury encourages recipients to prioritize providing retrospective premium pay where possible, recognizing that many essential workers have not yet received additional compensation for work conducted over the course of many

of Labor Statistics, May 2020 Metropolitan and Nonmetropolitan Area Estimates listed by county or town, https://www.bls.gov/oes/current/county_links.htm (last visited May 1, 2021).

¹⁰⁶ Treasury performed this analysis with data from the U.S. Census Bureau’s 2019 Annual Social and Economic Supplement. In determining which occupations to include in this analysis, Treasury excluded management and supervisory positions, as such positions may not necessarily involve regular in-person interactions or physical handling of items to the same extent as non-managerial positions.

¹⁰⁷ However, such compensation must be “in addition to” remuneration or wages already received. That is, employers may not reduce such workers’ current pay and use Fiscal Recovery Funds to compensate themselves for premium pay previously provided to the worker.

¹⁰¹ McCormack, *supra* note 37.

¹⁰² *Id.*

¹⁰³ Sections 602(g)(2), 603(g)(2) of the Act.

¹⁰⁴ The list of critical infrastructure sectors provided in the interim final rule is based on the list of essential workers under The Heroes Act, H.R. 6800, 116th Cong. (2020).

¹⁰⁵ County median annual wage is taken to be that of the metropolitan or nonmetropolitan area that includes the county. See U.S. Bureau of Labor Statistics, State Occupational Employment and Wage Estimates, <https://www.bls.gov/oes/current/oesrcst.htm> (last visited May 1, 2021); U.S. Bureau

months. Essential workers who have already earned premium pay for essential work performed during the COVID-19 public health emergency remain eligible for additional payments, and an essential worker may receive both retrospective premium pay for prior work as well as prospective premium pay for current or ongoing work.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided. *See* Section VIII of this **SUPPLEMENTARY INFORMATION**, discussing reporting requirements. In responding to the needs of essential workers, a grant to an employer may provide premium pay to eligible workers performing essential work, as these terms are defined in the interim final rule and discussed above. A grant provided to an employer may also be for essential work performed by eligible workers pursuant to a contract. For example, if a municipality contracts with a third party to perform sanitation work, the third-party contractor could be eligible to receive a grant to provide premium pay for these eligible workers.

Question 10: Are there additional sectors beyond those listed in the interim final rule that should be considered essential critical infrastructure sectors?

Question 11: What, if any, additional criteria should Treasury consider to ensure that premium pay responds to essential workers?

Question 12: What consideration, if any, should be given to the criteria on salary threshold, including measure and level, for requiring written justification?

C. Revenue Loss

Recipients may use payments from the 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.¹⁰⁸ Pursuant to sections 602(c)(1)(C) and 603(c)(1)(C) of the Act, a recipient's reduction in revenue is measured relative to the revenue collected in the most recent full fiscal year prior to the emergency.

Many State, local, and Tribal governments are experiencing significant budget shortfalls, which can have a devastating impact on communities. State government tax revenue from major sources were down 4.3 percent in the six months ended September 2020, relative to the same

period 2019.¹⁰⁹ At the local level, nearly 90 percent of cities have reported being less able to meet the fiscal needs of their communities and, on average, cities expect a double-digit decline in general fund revenues in their fiscal year 2021.¹¹⁰ Similarly, surveys of Tribal governments and Tribal enterprises found majorities of respondents reporting substantial cost increases and revenue decreases, with Tribal governments reporting reductions in healthcare, housing, social services, and economic development activities as a result of reduced revenues.¹¹¹ These budget shortfalls are particularly problematic in the current environment, as State, local, and Tribal governments work to mitigate and contain the COVID-19 pandemic and help citizens weather the economic downturn.

Further, State, local, and Tribal government budgets affect the broader economic recovery. During the period following the 2007–2009 recession, State and local government budget pressures led to fiscal austerity that was a significant drag on the overall economic recovery.¹¹² Inflation-adjusted State and local government revenue did not return to the previous peak until 2013,¹¹³ while State, local, and Tribal government employment did not recover to its prior peak for over a decade, until August 2019—just a few months before the COVID-19 public health emergency began.¹¹⁴

¹⁰⁹ Major sources include personal income tax, corporate income tax, sales tax, and property tax. *See* Lucy Dadayan, States Reported Revenue Growth in July–September Quarter, Reflecting Revenue Shifts from the Prior Quarter, State Tax and Econ. Rev. (Q. 3, 2020), available at https://www.urban.org/sites/default/files/publication/103938/state-tax-and-economic-review-2020-q3_0.pdf.

¹¹⁰ National League of Cities, City Fiscal Conditions (2020), available at https://www.nlc.org/wp-content/uploads/2020/08/City_Fiscal_Conditions_2020_FINAL.pdf.

¹¹¹ Surveys conducted by the Center for Indian Country Development at the Federal Reserve Bank of Minneapolis in March, April, and September 2020. *See* Moreno & Sobrepna, *supra* note 73.

¹¹² *See, e.g.,* Fitzpatrick, Haughwout & Setren, Fiscal Drag from the State and Local Sector?, Liberty Street Economics Blog, Federal Reserve Bank of New York (June 27, 2012), <https://www.libertystreeteconomics.newyorkfed.org/2012/06/fiscal-drag-from-the-state-and-local-sector.html>; Jiri Jonas, Great Recession and Fiscal Squeeze at U.S. Subnational Government Level, IMF Working Paper 12/184, (July 2012), available at <https://www.imf.org/external/pubs/ft/wp/2012/wp12184.pdf>; Gordon, *supra* note 9.

¹¹³ State and local government general revenue from own sources, adjusted for inflation using the GDP price index. U.S. Census Bureau, Annual Survey of State Government Finances and U.S. Bureau of Economic Analysis, National Income and Product Accounts.

¹¹⁴ U.S. Bureau of Labor Statistics, All Employees, State Government [CES9092000001] and All Employees, Local Government [CES9093000001],

Sections 602(c)(1)(C) and 603(c)(1)(C) of the Act allow recipients facing budget shortfalls to use payments from the Fiscal Recovery Funds to avoid cuts to government services and, thus, enable State, local, and Tribal governments to continue to provide valuable services and ensure that fiscal austerity measures do not hamper the broader economic recovery. The interim final rule implements these provisions by establishing a definition of “general revenue” for purposes of calculating a loss in revenue and by providing a methodology for calculating revenue lost due to the COVID-19 public health emergency.

General Revenue. The interim final rule adopts a definition of “general revenue” based largely on the components reported under “General Revenue from Own Sources” in the Census Bureau’s Annual Survey of State and Local Government Finances, and for purposes of this interim final rule, helps to ensure that the components of general revenue would be calculated in a consistent manner.¹¹⁵ By relying on a methodology that is both familiar and comprehensive, this approach minimizes burden to recipients and provides consistency in the measurement of general revenue across a diverse set of recipients.

The interim final rule defines the term “general revenue” to include revenues collected by a recipient and generated from its underlying economy and would capture a range of different types of tax revenues, as well as other types of revenue that are available to support government services.¹¹⁶ In calculating revenue, recipients should sum across all revenue streams covered as general revenue. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the overall impact of

retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/CES9092000001> and <https://fred.stlouisfed.org/series/CES9093000001> (last visited Apr. 27, 2021).

¹¹⁵ U.S. Census Bureau, Annual Survey of State and Local Government Finances, <https://www.census.gov/programs-surveys/gov-finances.html> (last visited Apr. 30, 2021).

¹¹⁶ The interim final rule would define tax revenue in a manner consistent with the Census Bureau’s definition of tax revenue, with certain changes (*i.e.*, inclusion of revenue from liquor stores and certain intergovernmental transfers). Current charges are defined as “charges imposed for providing current services or for the sale of products in connection with general government activities.” It includes revenues such as public education institution, public hospital, and toll revenues. Miscellaneous general revenue comprises of all other general revenue of governments from their own sources (*i.e.*, other than liquor store, utility, and insurance trust revenue), including rents, royalties, lottery proceeds, and fines.

¹⁰⁸ ARPA, *supra* note 16.

the COVID-19 public health emergency on a recipient's revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.¹¹⁷

Consistent with the Census Bureau's definition of "general revenue from own sources," the definition of general revenue in the interim final rule would exclude refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, and agency or private trust transactions. The definition of general revenue also would exclude revenue generated by utilities and insurance trusts. In this way, the definition of general revenue focuses on sources that are generated from economic activity and are available to fund government services, rather than a fund or administrative unit established to account for and control a particular activity.¹¹⁸ For example, public utilities typically require financial support from the State, local, or Tribal government, rather than providing revenue to such government, and any revenue that is generated by public utilities typically is used to support the public utility's continued operation, rather than being used as a source of revenue to support government services generally.

The definition of general revenue would include all revenue from Tribal enterprises, as this revenue is generated from economic activity and is available to fund government services. Tribes are not able to generate revenue through taxes in the same manner as State and local governments and, as a result, Tribal enterprises are critical sources of revenue for Tribal governments that enable Tribal governments to provide a range of services, including elder care, health clinics, wastewater management, and forestry.

Finally, the term "general revenue" includes intergovernmental transfers between State and local governments, but excludes intergovernmental transfers from the Federal Government, including Federal transfers made via a State to a local government pursuant to the CRF or as part of the Fiscal Recovery Funds. States and local governments often share or collect revenue on behalf of one another, which results in

intergovernmental transfers. When attributing revenue to a unit of government, the Census Bureau's methodology considers which unit of government imposes, collects, and retains the revenue and assigns the revenue to the unit of government that meets at least two of those three factors.¹¹⁹ For purposes of measuring loss in general revenue due to the COVID-19 public health emergency and to better allow continued provision of government services, the retention and ability to use the revenue is a more critical factor. Accordingly, and to better measure the funds available for the provision of government services, the definition of general revenue would include intergovernmental transfers from States or local governments other than funds transferred pursuant to ARPA, CRF, or another Federal program. This formulation recognizes the importance of State transfers for local government revenue.¹²⁰

Calculation of Loss. In general, recipients will compute the extent of the reduction in revenue by comparing actual revenue to a counterfactual trend representing what could have been expected to occur in the absence of the pandemic. This approach measures losses in revenue relative to the most recent fiscal year prior to the COVID-19 public health emergency by using the most recent pre-pandemic fiscal year as the starting point for estimates of revenue growth absent the pandemic. In other words, the counterfactual trend starts with the last full fiscal year prior to the COVID-19 public health emergency and then assumes growth at a constant rate in the subsequent years. Because recipients can estimate the revenue shortfall at multiple points in time throughout the covered period as revenue is collected, this approach accounts for variation across recipients in the timing of pandemic impacts.¹²¹ Although revenue may decline for

reasons unrelated to the COVID-19 public health emergency, to minimize the administrative burden on recipients and taking into consideration the devastating effects of the COVID-19 public health emergency, any diminution in actual revenues relative to the counterfactual pre-pandemic trend would be presumed to have been due to the COVID-19 public health emergency.

For purposes of measuring revenue growth in the counterfactual trend, recipients may use a *growth adjustment* of either 4.1 percent per year or the recipient's average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency, whichever is higher. The option of 4.1 percent represents the average annual growth across all State and local government "General Revenue from Own Sources" in the most recent three years of available data.¹²² This approach provides recipients with a standardized growth adjustment when calculating the counterfactual revenue trend and thus minimizes administrative burden, while not disadvantaging recipients with revenue growth that exceeded the national average prior to the COVID-19 public health emergency by permitting these recipients to use their own revenue growth rate over the preceding three years.

Recipients should calculate the extent of the reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. To calculate the extent of the reduction in revenue at each of these dates, recipients should follow a four-step process:

- **Step 1:** Identify revenues collected in the most recent full fiscal year prior to the public health emergency (*i.e.*, last full fiscal year before January 27, 2020), called the *base year revenue*.
- **Step 2:** Estimate *counterfactual revenue*, which is equal to *base year revenue* * $[(1 + \text{growth adjustment})^{\wedge} (n/12)]$, where *n* is the number of months elapsed since the end of the base year to the calculation date, and *growth adjustment* is the greater of 4.1 percent and the recipient's average annual revenue growth in the three full fiscal

¹¹⁹ U.S. Census Bureau, Government Finance and Employment Classification Manual (Dec. 2000), <https://www2.census.gov/govs/class/classfull.pdf>.

¹²⁰ For example, in 2018, state transfers to localities accounted for approximately 27 percent of local revenues. U.S. Census Bureau, Annual Survey of State and Local Government Finances, Table 1 (2018), <https://www.census.gov/data/datasets/2018/econ/local/public-use-datasets.html>.

¹²¹ For example, following the 2007–09 recession, local government property tax collections did not begin to decline until 2011, suggesting that property tax collection declines can lag downturns. See U.S. Bureau of Economic Analysis, Personal current taxes: State and local: Property taxes [S210401A027NBEA], retrieved from Federal Reserve Economic Data, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/graph/?g=r3YI> (last visited Apr. 22, 2021). Estimating the reduction in revenue at points throughout the covered period will allow for this type of lagged effect to be taken into account during the covered period.

¹²² Together with revenue from liquor stores from 2015 to 2018. This estimate does not include any intergovernmental transfers. A recipient using the three-year average to calculate their growth adjustment must be based on the definition of general revenue, including treatment of intergovernmental transfers. 2015–2018 represents the most recent available data. See U.S. Census Bureau, State & Local Government Finance Historical Datasets and Tables (2018), <https://www.census.gov/programs-surveys/gov-finances/data/datasets.html>.

¹¹⁷ Fund-oriented reporting, such as what is used under the Governmental Accounting Standards Board (GASB), focuses on the types of uses and activities funded by the revenue, as opposed to the economic activity from which the revenue is sourced. See Governmental Accounting Standards Series, Statement No. 54 of the Governmental Accounting Standards Board: Fund Balance Reporting and Governmental Fund Type Definitions, No. 287–B (Feb. 2009).

¹¹⁸ *Supra* note 116.

years prior to the COVID-19 public health emergency.

- *Step 3:* Identify *actual revenue*, which equals revenues collected over the past twelve months as of the calculation date.

- *Step 4:* The extent of the reduction in revenue is equal to *counterfactual*

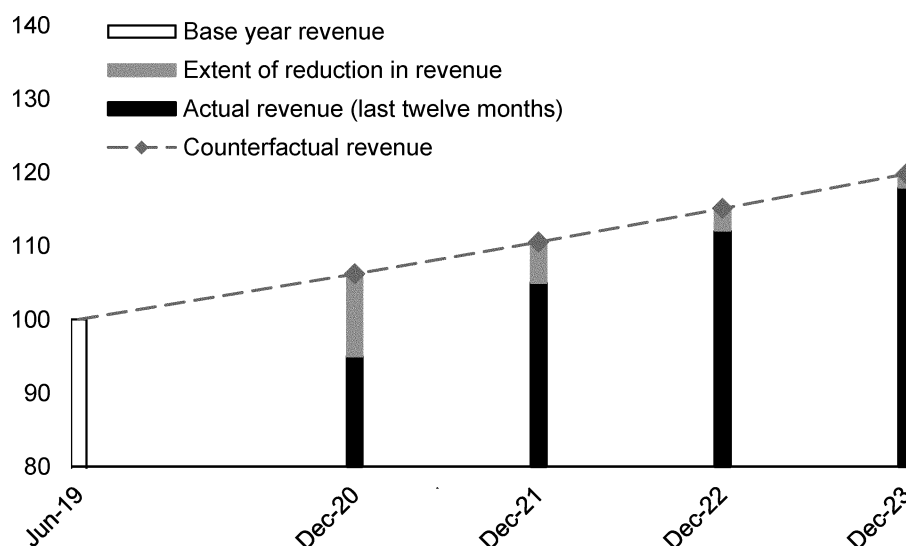
revenue less actual revenue. If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero for that calculation date.

For illustration, consider a hypothetical recipient with *base year revenue* equal to 100. In Step 2, the hypothetical recipient finds that 4.1

percent is greater than the recipient's average annual revenue growth in the three full fiscal years prior to the public health emergency. Furthermore, this recipient's base year ends June 30. In this illustration, *n* (months elapsed) and *counterfactual revenue* would be equal to:

As of:	12/31/2020	12/31/2021	12/31/2022	12/31/2023
<i>n</i> (months elapsed)	18	30	42	54
<i>Counterfactual revenue:</i>	106.2	110.6	115.1	119.8

The overall methodology for calculating the reduction in revenue is illustrated in the figure below:



Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

Sections 602(c)(1)(C) and 603(c)(1)(C) of the Act provide recipients with broad latitude to use the Fiscal Recovery Funds for the provision of government services. Government services can include, but are not limited to, maintenance or pay-go funded building¹²³ of infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services. However, expenses associated with obligations under instruments evidencing financial indebtedness for

borrowed money would not be considered the provision of government services, as these financing expenses do not directly provide services or aid to citizens. Specifically, government services would not include interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or fees or issuance costs associated with the issuance of new debt. For the same reasons, government services would not include satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding, except if the judgment or settlement required the provision of government services. That is, satisfaction of a settlement or judgment itself is not a government service, unless the settlement required the provision of government services. In addition, replenishing financial reserves (e.g., rainy day or other reserve funds) would

not be considered provision of a government service, since such expenses do not directly relate to the provision of government services.

Question 13: Are there sources of revenue that either should or should not be included in the interim final rule's measure of "general revenue" for recipients? If so, discuss why these sources either should or should not be included.

Question 14: In the interim final rule, recipients are expected to calculate the reduction in revenue on an aggregate basis. Discuss the advantages and disadvantages of, and any potential concerns with, this approach, including circumstances in which it could be necessary or appropriate to calculate the reduction in revenue by source.

Question 15: Treasury is considering whether to take into account other factors, including actions taken by the recipient as well as the expiration of the COVID-19 public health emergency, in determining whether to presume that revenue losses are "due to" the COVID-

¹²³ Pay-go infrastructure funding refers to the practice of funding capital projects with cash-on-hand from taxes, fees, grants, and other sources, rather than with borrowed sums.

19 public health emergency. Discuss the advantages and disadvantages of this presumption, including when, if ever, during the covered period it would be appropriate to reevaluate the presumption that all losses are attributable to the COVID-19 public health emergency.

Question 16: Do recipients anticipate lagged revenue effects of the public health emergency? If so, when would these lagged effects be expected to occur, and what can Treasury do to support these recipients through its implementation of the program?

Question 17: In the interim final rule, paying interest or principal on government debt is not considered provision of a government service. Discuss the advantages and disadvantages of this approach, including circumstances in which paying interest or principal on government debt could be considered provision of a government service.

D. Investments in Infrastructure

To assist in meeting the critical need for investments and improvements to existing infrastructure in water, sewer, and broadband, the Fiscal Recovery Funds provide funds to State, local, and Tribal governments to make necessary investments in these sectors. The interim final rule outlines eligible uses within each category, allowing for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband service. Necessary investments are designed to provide an adequate minimum level of service and are unlikely to be made using private sources of funds. Necessary investments include projects that are required to maintain a level of service that, at least, meets applicable health-based standards, taking into account resilience to climate change, or establishes or improves broadband service to unserved or underserved populations to reach an adequate level to permit a household to work or attend school, and that are unlikely to be met with private sources of funds.¹²⁴

It is important that necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to

ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

To provide public transparency on whether projects are using practices that promote on-time and on-budget delivery, Treasury will seek information from recipients on their workforce plans and practices related to water, sewer, and broadband projects undertaken with Fiscal Recovery Funds. Treasury will provide additional guidance and instructions on the reporting requirements at a later date.

1. Water and Sewer Infrastructure

The ARPA provides funds to State, local, and Tribal governments to make necessary investments in water and sewer infrastructure.¹²⁵ By permitting funds to be used for water and sewer infrastructure needs, Congress recognized the critical role that clean drinking water and services for the collection and treatment of wastewater and stormwater play in protecting public health. Understanding that State, local, and Tribal governments have a broad range of water and sewer infrastructure needs, the interim final rule provides these governments with wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities, which may include projects on privately-owned infrastructure. The interim final rule does this by aligning eligible uses of the Fiscal Recovery Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's (EPA) Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).¹²⁶

¹²⁵ Sections 602(c)(1)(D), 603(c)(1)(D) of the Act.

¹²⁶ Environmental Protection Agency, Drinking Water State Revolving Fund, <https://www.epa.gov/dwsrf> (last visited Apr. 30, 2021); Environmental Protection Agency, Clean Water State Revolving Fund, <https://www.epa.gov/cwsrf> (last visited Apr. 30, 2021).

Established by the 1987 amendments¹²⁷ to the Clean Water Act (CWA),¹²⁸ the CWSRF provides financial assistance for a wide range of water infrastructure projects to improve water quality and address water pollution in a way that enables each State to address and prioritize the needs of their populations. The types of projects eligible for CWSRF assistance include projects to construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution.¹²⁹ Each of the 51 State programs established under the CWSRF have the flexibility to direct funding to their particular environmental needs, and each State may also have its own statutes, rules, and regulations that guide project eligibility.¹³⁰

The DWSRF was modeled on the CWSRF and created as part of the 1996 amendments to the Safe Drinking Water Act (SDWA),¹³¹ with the principal objective of helping public water systems obtain financing for improvements necessary to protect public health and comply with drinking water regulations.¹³² Like the CWSRF,

¹²⁷ Water Quality Act of 1987, Public Law 100-4.

¹²⁸ Federal Water Pollution Control Act as amended, codified at 33 U.S.C. 1251 *et seq.*, common name (Clean Water Act). In 2009, the American Recovery and Reinvestment Act created the Green Project Reserve, which increased the focus on green infrastructure, water and energy efficient, and environmentally innovative projects. Public Law 111-5. The CWA was amended by the Water Resources Reform and Development Act of 2014 to further expand the CWSRF's eligibilities. Public Law 113-121. The CWSRF's eligibilities were further expanded in 2018 by the America's Water Infrastructure Act of 2018, Public Law 115-270.

¹²⁹ See Environmental Protection Agency, The Drinking Water State Revolving Funds: Financing America's Drinking Water, EPA-816-R-00-023 (Nov. 2000), <https://nepis.epa.gov/Exe/ZyPDF.cgi/200024WB.PDF?Dockey=200024WB.PDF>; See also Environmental Protection Agency, *Learn About the Clean Water State Revolving Fund*, <https://www.epa.gov/cwsrf/learn-about-clean-water-state-revolving-fund-cwsrf> (last visited Apr. 30, 2021).

¹³⁰ 33 U.S.C. 1383(c). See also Environmental Protection Agency, *Overview of Clean Water State Revolving Fund Eligibilities* (May 2016), https://www.epa.gov/sites/production/files/2016-07/documents/overview_of_cwsrf_eligibilities_may_2016.pdf; Claudia Copeland, *Clean Water Act: A Summary of the Law*, Congressional Research Service (Oct. 18, 2016), <https://fas.org/sgp/crs/misc/RL30030.pdf>; Jonathan L. Ramseur, *Wastewater Infrastructure: Overview, Funding, and Legislative Developments*, Congressional Research Service (May 22, 2018), <https://fas.org/sgp/crs/misc/R44963.pdf>.

¹³¹ 42 U.S.C. 300j-12.

¹³² Environmental Protection Agency, *Drinking Water State Revolving Fund Eligibility Handbook*, (June 2017), https://www.epa.gov/sites/production/files/2017-06/documents/dwsrf_eligibility_handbook_june_13_2017_updated_508_version.pdf; Environmental Protection Agency, *Drinking Water*

¹²⁴ Treasury notes that using funds to support or oppose collective bargaining would not be included as part of "necessary investments in water, sewer, or broadband infrastructure."

the DWSRF provides States with the flexibility to meet the needs of their populations.¹³³ The primary use of DWSRF funds is to assist communities in making water infrastructure capital improvements, including the installation and replacement of failing treatment and distribution systems.¹³⁴ In administering these programs, States must give priority to projects that ensure compliance with applicable health and environmental safety requirements; address the most serious risks to human health; and assist systems most in need on a per household basis according to State affordability criteria.¹³⁵

By aligning use of Fiscal Recovery Funds with the categories or types of eligible projects under the existing EPA state revolving fund programs, the interim final rule provides recipients with the flexibility to respond to the needs of their communities while ensuring that investments in water and sewer infrastructure made using Fiscal Recovery Funds are necessary. As discussed above, the CWSRF and DWSRF were designed to provide funding for projects that protect public health and safety by ensuring compliance with wastewater and drinking water health standards.¹³⁶ The need to provide funding through the state revolving funds suggests that these projects are less likely to be addressed with private sources of funding; for example, by remediating failing or inadequate infrastructure, much of which is publicly owned, and by addressing non-point sources of pollution. This approach of aligning with the EPA state revolving fund programs also supports expedited project identification and investment so that needed relief for the people and communities most affected by the pandemic can be deployed expeditiously and have a positive impact on their health and wellbeing as soon as possible. Further, the interim final rule is intended to preserve flexibility for award recipients to direct funding to their own particular needs and priorities and would not preclude recipients from applying their own additional project eligibility criteria.

In addition, responding to the immediate needs of the COVID-19 public health emergency may have diverted both personnel and financial resources from other State, local, and Tribal priorities, including projects to ensure compliance with applicable water health and quality standards and provide safe drinking and usable water.¹³⁷ Through sections 602(c)(1)(D) and 603(c)(1)(D), the ARPA provides resources to address these needs. Moreover, using Fiscal Recovery Funds in accordance with the priorities of the CWA and SWDA to “assist systems most in need on a per household basis according to state affordability criteria” would also have the benefit of providing vulnerable populations with safe drinking water that is critical to their health and, thus, their ability to work and learn.¹³⁸

Recipients may use Fiscal Recovery Funds to invest in a broad range of projects that improve drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems, including replacement of lead service lines. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury encourages recipients to consider projects to replace lead service lines.

Fiscal Recovery Funds may also be used to support the consolidation or establishment of drinking water systems. With respect to wastewater infrastructure, recipients may use Fiscal Recovery Funds to construct publicly owned treatment infrastructure, manage and treat stormwater or subsurface drainage water, facilitate water reuse, and secure publicly owned treatment works, among other uses. Finally, consistent with the CWSRF and DWSRF, Fiscal Recovery Funds may be used for cybersecurity needs to protect water or sewer infrastructure, such as developing effective cybersecurity practices and measures at drinking water systems and publicly owned treatment works.

Many of the types of projects eligible under either the CWSRF or DWSRF also

support efforts to address climate change. For example, by taking steps to manage potential sources of pollution and preventing these sources from reaching sources of drinking water, projects eligible under the DWSRF and the ARPA may reduce energy required to treat drinking water. Similarly, projects eligible under the CWSRF include measures to conserve and reuse water or reduce the energy consumption of public water treatment facilities. Treasury encourages recipients to consider green infrastructure investments and projects to improve resilience to the effects of climate change. For example, more frequent and extreme precipitation events combined with construction and development trends have led to increased instances of stormwater runoff, water pollution, and flooding. Green infrastructure projects that support stormwater system resiliency could include rain gardens that provide water storage and filtration benefits, and green streets, where vegetation, soil, and engineered systems are combined to direct and filter rainwater from impervious surfaces. In cases of a natural disaster, recipients may also use Fiscal Recovery Funds to provide relief, such as interconnecting water systems or rehabilitating existing wells during an extended drought.

Question 18: What are the advantages and disadvantages of aligning eligible uses with the eligible project type requirements of the DWSRF and CWSRF? What other water or sewer project categories, if any, should Treasury consider in addition to DWSRF and CWSRF eligible projects? Should Treasury consider a broader general category of water and sewer projects?

Question 19: What additional water and sewer infrastructure categories, if any, should Treasury consider to address and respond to the needs of unserved, underserved, or rural communities? How do these projects differ from DWSRF and CWSRF eligible projects?

Question 20: What new categories of water and sewer infrastructure, if any, should Treasury consider to support State, local, and Tribal governments in mitigating the negative impacts of climate change? Discuss emerging technologies and processes that support resiliency of water and sewer infrastructure. Discuss any challenges faced by States and local governments when pursuing or implementing climate resilient infrastructure projects.

Question 21: Infrastructure projects related to dams and reservoirs are generally not eligible under the CWSRF and DWSRF categories. Should Treasury consider expanding eligible

Infrastructure Needs Survey and Assessment: Sixth Report to Congress (March 2018), https://www.epa.gov/sites/production/files/2018-10/documents/corrected_sixth_drinking_water_infrastructure_needs_survey_and_assessment.pdf.

¹³³ *Id.*

¹³⁴ *Id.*

¹³⁵ 42 U.S.C. 300j–12(b)(3)(A).

¹³⁶ Environmental Protection Agency, Learn About the Clean Water State Revolving Fund, <https://www.epa.gov/cwsrf/learn-about-clean-water-state-revolving-fund-cwsrf> (last visited Apr. 30, 2021); 42 U.S.C. 300j–12.

¹³⁷ House Committee on the Budget, State and Local Governments are in Dire Need of Federal Relief (Aug. 19, 2020), <https://budget.house.gov/publications/report/state-and-local-governments-are-dire-need-federal-relief>.

¹³⁸ Environmental Protection Agency, Drinking Water State Revolving Fund (Nov. 2019), https://www.epa.gov/sites/production/files/2019-11/documents/fact_sheet_-_dwsrf_overview_final_0.pdf; Environmental Protection Agency, National Benefits Analysis for Drinking Water Regulations, <https://www.epa.gov/sdwa/national-benefits-analysis-drinking-water-regulations> (last visited Apr. 30, 2020).

infrastructure under the interim final rule to include dam and reservoir projects? Discuss public health, environmental, climate, or equity benefits and costs in expanding the eligibility to include these types of projects.

2. Broadband Infrastructure

The COVID-19 public health emergency has underscored the importance of universally available, high-speed, reliable, and affordable broadband coverage as millions of Americans rely on the internet to participate in, among critical activities, remote school, healthcare, and work. Recognizing the need for such connectivity, the ARPA provides funds to State, territorial, local, and Tribal governments to make necessary investments in broadband infrastructure.

The National Telecommunications and Information Administration (NTIA) highlighted the growing necessity of broadband in daily lives through its analysis of NTIA Internet Use Survey data, noting that Americans turn to broadband internet access service for every facet of daily life including work, study, and healthcare.¹³⁹ With increased use of technology for daily activities and the movement by many businesses and schools to operating remotely during the pandemic, broadband has become even more critical for people across the country to carry out their daily lives.

By at least one measure, however, tens of millions of Americans live in areas where there is no broadband infrastructure that provides download speeds greater than 25 Mbps and upload speeds of 3 Mbps.¹⁴⁰ By contrast, as noted below, many households use upload and download speeds of 100 Mbps to meet their daily needs. Even in areas where broadband infrastructure

exists, broadband access may be out of reach for millions of Americans because it is unaffordable, as the United States has some of the highest broadband prices in the Organisation for Economic Co-operation and Development (OECD).¹⁴¹ There are disparities in availability as well; historically, Americans living in territories and Tribal lands as well as rural areas have disproportionately lacked sufficient broadband infrastructure.¹⁴² Moreover, rapidly growing demand has, and will likely continue to, quickly outpace infrastructure capacity, a phenomenon acknowledged by various states around the country that have set scalability requirements to account for this anticipated growth in demand.¹⁴³

The interim final rule provides that eligible investments in broadband are those that are designed to provide services meeting adequate speeds and are provided to unserved and underserved households and businesses. Understanding that States, territories, localities, and Tribal governments have a wide range of varied broadband infrastructure needs, the interim final rule provides award recipients with flexibility to identify the specific locations within their communities to be served and to otherwise design the project.

Under the interim final rule, eligible projects are expected to be designed to deliver, upon project completion, service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps. There may be instances in which it would not be practicable for a project to deliver such service speeds because of the geography, topography, or excessive costs associated with such a project. In these instances, the affected project would be expected to be designed to deliver, upon project completion, service that reliably meets or exceeds 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and be scalable to

a minimum of 100 Mbps symmetrical for download and upload speeds.¹⁴⁴ In setting these standards, Treasury identified speeds necessary to ensure that broadband infrastructure is sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth. Treasury also recognizes that different communities and their members may have a broad range of internet needs and that those needs may change over time.

In considering the appropriate speed requirements for eligible projects, Treasury considered estimates of typical households demands during the pandemic. Using the Federal Communication Commission's (FCC) Broadband Speed Guide, for example, a household with two telecommuters and two to three remote learners today are estimated to need 100 Mbps download to work simultaneously.¹⁴⁵ In households with more members, the demands may be greater, and in households with fewer members, the demands may be less.

In considering the appropriate speed requirements for eligible projects, Treasury also considered data usage patterns and how bandwidth needs have changed over time for U.S. households and businesses as people's use of technology in their daily lives has evolved. In the few years preceding the pandemic, market research data showed that average upload speeds in the United States surpassed over 10 Mbps in 2017¹⁴⁶ and continued to increase significantly, with the average upload speed as of November, 2019 increasing to 48.41 Mbps,¹⁴⁷ attributable, in part to a shift to using broadband and the internet by individuals and businesses

¹³⁹ See, e.g., <https://www.ntia.gov/blog/2020/more-half-american-households-used-internet-health-related-activities-2019-ntia-data-show>; <https://www.ntia.gov/blog/2020/nearly-third-american-employees-worked-remotely-2019-ntia-data-show>; and generally, <https://www.ntia.gov/data/digital-nation-data-explorer>.

¹⁴⁰ As an example, data from the Federal Communications Commission shows that as of June 2020, 9.07 percent of the U.S. population had no available cable or fiber broadband providers providing greater than 25 Mbps download speeds and 3 Mbps upload speeds. Availability was significantly less for rural versus urban populations, with 35.57 percent of the rural population lacking such access, compared with 2.57 percent of the urban population. Availability was also significantly less for tribal versus non-tribal populations, with 35.93 percent of the tribal population lacking such access, compared with 8.74 of the non-tribal population. Federal Communications Commission, Fixed Broadband Deployment, <https://broadbandmap.fcc.gov/#/> (last visited May 9, 2021).

¹⁴¹ How Do U.S. Internet Costs Compare To The Rest Of The World?, BroadbandSearch Blog Post, available at <https://www.broadbandsearch.net/blog/internet-costs-compared-worldwide>.

¹⁴² See, e.g., Federal Communications Commission, Fourteenth Broadband Deployment Report, available at <https://docs.fcc.gov/public/attachments/FCC-21-18A1.pdf>.

¹⁴³ See, e.g., Illinois Department of Commerce & Economic Opportunity, Broadband Grants, h (last visited May 9, 2021), <https://www2.illinois.gov/dceo/ConnectIllinois/Pages/BroadbandGrants.aspx>; Kansas Office of Broadband Development, Broadband Acceleration Grant, <https://www.kansascommerce.gov/wp-content/uploads/2020/11/Broadband-Acceleration-Grant.pdf> (last visited May 9, 2021); New York State Association of Counties, Universal Broadband: Deploying High Speed Internet Access in NYS (Jul. 2017), [https://www.nysac.org/files/BroadbandUpdateReport2017\(1\).pdf](https://www.nysac.org/files/BroadbandUpdateReport2017(1).pdf).

¹⁴⁴ This scalability threshold is consistent with scalability requirements used in other jurisdictions. *Id.*

¹⁴⁵ Federal Communications Commission, Broadband Speed Guide, <https://www.fcc.gov/consumers/guides/broadband-speed-guide> (last visited Apr. 30, 2021).

¹⁴⁶ Letter from Lisa R. Youngers, President and CEO of Fiber Broadband Association to FCC, WC Docket No. 19-126 (filed Jan. 3, 2020), including an Appendix with research from RVA LLC, *Data Review Of The Importance of Upload Speeds* (Jan. 2020), and Ookla speed test data, available at <https://ecfsapi.fcc.gov/file/101030085118517/FCC%20RDOF%20Jan%203%20Ex%20Parte.pdf>. Additional information on historic growth in data usage is provided in Schools, Health & Libraries Broadband Coalition, *Common Sense Solutions for Closing the Digital Divide*, Apr. 29, 2021.

¹⁴⁷ *Id.* See also United States's Mobile and Broadband internet Speeds—Speedtest Global Index, available at <https://www.speedtest.net/global-index/united-states#fixed>.

to create and share content using video sharing, video conferencing, and other applications.¹⁴⁸

The increasing use of data accelerated markedly during the pandemic as households across the country became increasingly reliant on tools and applications that require greater internet capacity, both to download data but also to upload data. Sending information became as important as receiving it. A video consultation with a healthcare provider or participation by a child in a live classroom with a teacher and fellow students requires video to be sent and received simultaneously.¹⁴⁹ As an example, some video conferencing technology platforms indicate that download and upload speeds should be roughly equal to support two-way, interactive video meetings.¹⁵⁰ For both work and school, client materials or completed school assignments, which may be in the form of PDF files, videos, or graphic files, also need to be shared with others. This is often done by uploading materials to a collaboration site, and the upload speed available to a user can have a significant impact on the time it takes for the content to be shared with others.¹⁵¹ These activities require significant capacity from home internet connections to both download and upload data, especially when there are multiple individuals in one household engaging in these activities simultaneously.

This need for increased broadband capacity during the pandemic was reflected in increased usage patterns seen over the last year. As OpenVault noted in recent advisories, the pandemic significantly increased the amount of data users consume. Among data users observed by OpenVault, per-subscriber average data usage for the fourth quarter of 2020 was 482.6 gigabytes per month, representing a 40 percent increase over the 344 gigabytes consumed in the fourth quarter of 2019 and a 26 percent increase over the third quarter 2020 average of 383.8

gigabytes.¹⁵² OpenVault also noted significant increases in upstream usage among the data users it observed, with upstream data usage growing 63 percent—from 19 gigabytes to 31 gigabytes—between December, 2019 and December, 2020.¹⁵³ According to an OECD Broadband statistic from June 2020, the largest percentage of U.S. broadband subscribers have services providing speeds between 100 Mbps and 1 Gbps.¹⁵⁴

Jurisdictions and Federal programs are increasingly responding to the growing demands of their communities for both heightened download and upload speeds. For example, Illinois now requires 100 Mbps symmetrical service as the construction standard for its state broadband grant programs. This standard is also consistent with speed levels, particularly download speed levels, prioritized by other Federal programs supporting broadband projects. Bids submitted as part of the FCC in its Rural Digital Opportunity Fund (RDOF), established to support the construction of broadband networks in rural communities across the country, are given priority if they offer faster service, with the service offerings of 100 Mbps download and 20 Mbps upload being included in the “above baseline” performance tier set by the FCC.¹⁵⁵ The Broadband Infrastructure Program (BBIP)¹⁵⁶ of the Department of Commerce, which provides Federal funding to deploy broadband

infrastructure to eligible service areas of the country also prioritizes projects designed to provide broadband service with a download speed of not less than 100 Mbps and an upload speed of not less than 20 Mbps.¹⁵⁷

The 100 Mbps upload and download speeds will support the increased and growing needs of households and businesses. Recognizing that, in some instances, 100 Mbps upload speed may be impracticable due to geographical, topographical, or financial constraints, the interim final rule permits upload speeds of between at least 20 Mbps and 100 Mbps in such instances. To provide for investments that will accommodate technologies requiring symmetry in download and upload speeds, as noted above, eligible projects that are not designed to deliver, upon project completion, service that reliably meets or exceeds symmetrical speeds of 100 Mbps because it would be impracticable to do so should be designed so that they can be scalable to such speeds. Recipients are also encouraged to prioritize investments in fiber optic infrastructure where feasible, as such advanced technology enables the next generation of application solutions for all communities.

Under the interim final rule, eligible projects are expected to focus on locations that are unserved or underserved. The interim final rule treats users as being unserved or underserved if they lack access to a wireline connection capable of reliably delivering at least minimum speeds of 25 Mbps download and 3 Mbps upload as households and businesses lacking this level of access are generally not viewed as being able to originate and receive high-quality voice, data, graphics, and video telecommunications. This threshold is consistent with the FCC’s benchmark for an “advanced telecommunications capability.”¹⁵⁸ This threshold is also consistent with thresholds used in other Federal programs to identify eligible areas to be served by programs to improve broadband services. For example, in the FCC’s RDOF program, eligible areas include those without current (or already funded) access to terrestrial broadband service providing 25 Mbps download and 3 Mbps upload speeds.¹⁵⁹ The Department of Commerce’s BBIP also considers households to be “unserved” generally if they lack access to broadband service

¹⁵² OVBI: Covid-19 Drove 15 percent Increase in Broadband Traffic in 2020, OpenVault, Quarterly Advisory, (Feb. 10, 2021), available at <https://openvault.com/ovbi-covid-19-drove-15-increase-in-broadband-traffic-in-2020>; See OpenVault’s data set incorporates information on usage by subscribers across multiple continents, including North America and Europe. Additional data and detail on increases in the amount of data users consume and the broadband speeds they are using is provided in *OpenVault Broadband Insights Report Q4*, Quarterly Advisory (Feb. 10, 2021), available at <https://openvault.com/complimentary-report-4q20/>.

¹⁵³ OVBI Special Report: 202 Upstream Growth Nearly 4X of Pre-Pandemic Years, OpenVault, Quarterly Advisory, (April 1, 2020), available at <https://openvault.com/ovbi-special-report-2020-upstream-growth-rate-nearly-4x-of-pre-pandemic-years/>; Additional data is provided in *OpenVault Broadband Insights Pandemic Impact on Upstream Broadband Usage and Network Capacity*, available at <https://openvault.com/upstream-whitepaper/>.

¹⁵⁴ Organisation for Economic Co-operation and Development, Fixed broadband subscriptions per 100 inhabitants, per speed tiers (June 2020), <https://www.oecd.org/sti/broadband/5.1-FixedBB-SpeedTiers-2020-06.xls> [www.oecd.org/sti/broadband-statistics](https://www.oecd.org/sti/broadband/broadband-statistics).

¹⁵⁵ Rural Digital Opportunity Fund, Report and Order, 35 FCC Rcd 686, 690, para. 9 (2020), available at <https://www.fcc.gov/document/fcc-launches-20-billion-rural-digital-opportunity-fund-0>.

¹⁵⁶ The BBIP was authorized by the Consolidated Appropriations Act, 2021, Section 905, Public Law 116–260, 134 Stat. 1182 (Dec. 27, 2020).

¹⁵⁷ Section 905(d)(4) of the Consolidated Appropriations Act, 2021.

¹⁵⁸ *Deployment Report*, *supra* note 142.

¹⁵⁹ Rural Digital Opportunity Fund, *supra* note 156.

¹⁴⁸ *Id.*

¹⁴⁹ One high definition Zoom meeting or class requires approximately 3.8 Mbps/3.0 Mbps (up/down).

¹⁵⁰ See, e.g., Zoom, System Requirements for Windows, macOS, and Linux, https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux#h_d278c327-e03d-4896-b19a-96a8f3c0c69c (last visited May 8, 2021).

¹⁵¹ By one estimate, to upload a one gigabit video file to YouTube would take 15 minutes at an upload speed of 10 Mbps compared with 1 minute, 30 seconds at an upload speed of 100 Mbps, and 30 seconds at an upload speed of 300 Mbps. *Reviews.org*: What is Symmetrical internet? (March 2020).

with a download speed of not less than 25 Mbps download and 3 Mbps upload, among other conditions. In selecting an area to be served by a project, recipients are encouraged to avoid investing in locations that have existing agreements to build reliable wireline service with minimum speeds of 100 Mbps download and 20 Mbps upload by December 31, 2024, in order to avoid duplication of efforts and resources.

Recipients are also encouraged to consider ways to integrate affordability options into their program design. To meet the immediate needs of unserved and underserved households and businesses, recipients are encouraged to focus on projects that deliver a physical broadband connection by prioritizing projects that achieve last mile-connections. Treasury also encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, non-profits, and co-operatives—providers with less pressure to turn profits and with a commitment to serving entire communities.

Under sections 602(c)(1)(A) and 603(c)(1)(A), assistance to households facing negative economic impacts due to COVID-19 is also an eligible use, including internet access or digital literacy assistance. As discussed above, in considering whether a potential use is eligible under this category, a recipient must consider whether, and the extent to which, the household has experienced a negative economic impact from the pandemic.

Question 22: What are the advantages and disadvantages of setting minimum symmetrical download and upload speeds of 100 Mbps? What other minimum standards would be appropriate and why?

Question 23: Would setting such a minimum be impractical for particular types of projects? If so, where and on what basis should those projects be identified? How could such a standard be set while also taking into account the practicality of using this standard in particular types of projects? In addition to topography, geography, and financial factors, what other constraints, if any, are relevant to considering whether an investment is impracticable?

Question 24: What are the advantages and disadvantages of setting a minimum level of service at 100 Mbps download and 20 Mbps upload in projects where it is impracticable to set minimum symmetrical download and upload speeds of 100 Mbps? What are the advantages and disadvantages of setting a scalability requirement in these cases? What other minimum standards would be appropriate and why?

Question 25: What are the advantages and disadvantages of focusing these investments on those without access to a wireline connection that reliably delivers 25 Mbps download by 3 Mbps upload? Would another threshold be appropriate and why?

Question 26: What are the advantages and disadvantages of setting any particular threshold for identifying unserved or underserved areas, minimum speed standards or scalability minimum? Are there other standards that should be set (e.g., latency)? If so, why and how? How can such threshold, standards, or minimum be set in a way that balances the public's interest in making sure that reliable broadband services meeting the daily needs of all Americans are available throughout the country with the providing recipients flexibility to meet the varied needs of their communities?

III. Restrictions on Use

As discussed above, recipients have considerable flexibility to use Fiscal Recovery Funds to address the diverse needs of their communities. To ensure that payments from the Fiscal Recovery Funds are used for these congressionally permitted purposes, the ARPA includes two provisions that further define the boundaries of the statute's eligible uses. Section 602(c)(2)(A) of the Act provides that States and territories may not “use the funds . . . to either directly or indirectly offset a reduction in . . . net tax revenue . . . resulting from a change in law, regulation, or administrative interpretation during the covered period that reduces any tax . . . or delays the imposition of any tax or tax increase.” In addition, sections 602(c)(2)(B) and 603(c)(2) prohibit any recipient, including cities, nonentitlement units of government, and counties, from using Fiscal Recovery Funds for deposit into any pension fund. These restrictions support the use of funds for the congressionally permitted purposes described in Section II of this Supplementary Information by providing a backstop against the use of funds for purposes outside of the eligible use categories.

These provisions give force to Congress's clear intent that Fiscal Recovery Funds be spent within the four eligible uses identified in the statute—(1) to respond to the public health emergency and its negative economic impacts, (2) to provide premium pay to essential workers, (3) to provide government services to the extent of eligible governments' revenue losses, and (4) to make necessary water, sewer, and broadband infrastructure investments—and not otherwise. These

four eligible uses reflect Congress's judgment that the Fiscal Recovery Funds should be expended in particular ways that support recovery from the COVID-19 public health emergency. The further restrictions reflect Congress's judgment that tax cuts and pension deposits do not fall within these eligible uses. The interim final rule describes how Treasury will identify when such uses have occurred and how it will recoup funds put toward these impermissible uses and, as discussed in Section VIII of this **SUPPLEMENTARY INFORMATION**, establishes a reporting framework for monitoring the use of Fiscal Recovery Funds for eligible uses.

A. Deposit Into Pension Funds

The statute provides that recipients may not use Fiscal Recovery Funds for “deposit into any pension fund.” For the reasons discussed below, Treasury interprets “deposit” in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both:

1. The payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and
2. the payment occurs outside the recipient's regular timing for making such payments.

Under this interpretation, a “deposit” is distinct from a “payroll contribution,” which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a predetermined percentage of employees' wages and salaries.

As discussed above, eligible uses for premium pay and responding to the negative economic impacts of the COVID-19 public health emergency include hiring and compensating public sector employees. Interpreting the scope of “deposit” to exclude contributions that are part of payroll contributions is more consistent with these eligible uses and would reduce administrative burden for recipients. Accordingly, if an employee's wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee's covered benefits as an eligible use of Fiscal Recovery Funds. For purposes of the Fiscal Recovery Funds, covered benefits include costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans

(Federal and State), workers' compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes).

Treasury anticipates that this approach to employees' covered benefits will be comprehensive and, for employees whose wage and salary costs are eligible expenses, will allow all covered benefits listed in the previous paragraph to be eligible under the Fiscal Recovery Funds. Treasury expects that this will minimize the administrative burden on recipients by treating all the specified covered benefit types as eligible expenses, for employees whose wage and salary costs are eligible expenses.

Question 27: Beyond a "deposit" and a "payroll contribution," are there other types of payments into a pension fund that Treasury should consider?

B. Offset a Reduction in Net Tax Revenue

For States and territories (recipient governments¹⁶⁰), section 602(c)(2)(A)—the offset provision—prohibits the use of Fiscal Recovery Funds to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation¹⁶¹ during the covered period. If a State or territory uses Fiscal Recovery Funds to offset a reduction in net tax revenue, the ARPA provides that the State or territory must repay to the Treasury an amount equal to the lesser of (i) the amount of the applicable reduction attributable to the impermissible offset and (ii) the amount received by the State or territory under the ARPA. See Section IV of this **SUPPLEMENTARY INFORMATION**. As discussed below Section IV of this **SUPPLEMENTARY INFORMATION**, a State or territory that chooses to use Fiscal Recovery Funds to offset a reduction in net tax revenue does not forfeit its entire allocation of Fiscal Recovery Funds (unless it misused the full allocation to offset a reduction in net tax revenue) or any non-ARPA funding received.

The interim final rule implements these conditions by establishing a framework for States and territories to determine the cost of changes in law, regulation, or interpretation that reduce tax revenue and to identify and value the sources of funds that will offset—

i.e., cover the cost of—any reduction in net tax revenue resulting from such changes. A recipient government would only be considered to have used Fiscal Recovery Funds to offset a reduction in net tax revenue resulting from changes in law, regulation, or interpretation if, and to the extent that, the recipient government could not identify sufficient funds from sources other than the Fiscal Recovery Funds to offset the reduction in net tax revenue. If sufficient funds from other sources cannot be identified to cover the full cost of the reduction in net tax revenue resulting from changes in law, regulation, or interpretation, the remaining amount not covered by these sources will be considered to have been offset by Fiscal Recovery Funds, in contravention of the offset provision. The interim final rule recognizes three sources of funds that may offset a reduction in net tax revenue other than Fiscal Recovery Funds—organic growth, increases in revenue (*e.g.*, an increase in a tax rate), and certain cuts in spending.

In order to reduce burden, the interim final rule's approach also incorporates the types of information and modeling already used by States and territories in their own fiscal and budgeting processes. By incorporating existing budgeting processes and capabilities, States and territories will be able to assess and evaluate the relationship of tax and budget decisions to uses of the Fiscal Recovery Funds based on information they likely have or can obtain. This approach ensures that recipient governments have the information they need to understand the implications of their decisions regarding the use of the Fiscal Recovery Funds—and, in particular, whether they are using the funds to directly or indirectly offset a reduction in net tax revenue, making them potentially subject to recoupment.

Reporting on both the eligible uses and on a State's or territory's covered tax changes that would reduce tax revenue will enable identification of, and recoupment for, use of Fiscal Recovery Funds to directly offset reductions in tax revenue resulting from tax relief. Moreover, this approach recognizes that, because money is fungible, even if Fiscal Recovery Funds are not explicitly or directly used to cover the costs of changes that reduce net tax revenue, those funds may be used in a manner inconsistent with the statute by indirectly being used to substitute for the State's or territory's funds that would otherwise have been needed to cover the costs of the reduction. By focusing on the cost of changes that reduce net tax revenue—and how a recipient government is

offsetting those reductions in constructing its budget over the covered period—the framework prevents efforts to use Fiscal Recovery Funds to indirectly offset reductions in net tax revenue for which the recipient government has not identified other offsetting sources of funding.

As discussed in greater detail below in this preamble, the framework set forth in the interim final rule establishes a step-by-step process for determining whether, and the extent to which, Fiscal Recovery Funds have been used to offset a reduction in net tax revenue. Based on information reported annually by the recipient government:

- First, each year, each recipient government will identify and value the changes in law, regulation, or interpretation that would result in a reduction in net tax revenue, as it would in the ordinary course of its budgeting process. The sum of these values in the year for which the government is reporting is the amount it needs to "pay for" with sources other than Fiscal Recovery Funds (total value of revenue reducing changes).

- Second, the interim final rule recognizes that it may be difficult to predict how a change would affect net tax revenue in future years and, accordingly, provides that if the total value of the changes in the year for which the recipient government is reporting is below a de minimis level, as discussed below, the recipient government need not identify any sources of funding to pay for revenue reducing changes and will not be subject to recoupment.

- Third, a recipient government will consider the amount of actual tax revenue recorded in the year for which they are reporting. If the recipient government's actual tax revenue is greater than the amount of tax revenue received by the recipient for the fiscal year ending 2019, adjusted annually for inflation, the recipient government will not be considered to have violated the offset provision because there will not have been a reduction in net tax revenue.

- Fourth, if the recipient government's actual tax revenue is less than the amount of tax revenue received by the recipient government for the fiscal year ending 2019, adjusted annually for inflation, in the reporting year the recipient government will identify any sources of funds that have been used to permissibly offset the total value of covered tax changes other than Fiscal Recovery Funds. These are:

- State or territory tax changes that would increase any source of general

¹⁶⁰ In this sub-section, "recipient governments" refers only to States and territories. In other sections, "recipient governments" refers more broadly to eligible governments receiving funding from the Fiscal Recovery Funds.

¹⁶¹ For brevity, referred to as "changes in law, regulation, or interpretation" for the remainder of this preamble.

fund revenue, such as a change that would increase a tax rate; and

- Spending cuts in areas not being replaced by Fiscal Recovery Funds.

The recipient government will calculate the value of revenue reduction remaining after applying these sources of offsetting funding to the total value of revenue reducing changes—that is, how much of the tax change has not been paid for. The recipient government will then compare that value to the difference between the baseline and actual tax revenue. A recipient government will not be required to repay to the Treasury an amount that is greater than the recipient government's actual tax revenue shortfall relative to the baseline (*i.e.*, fiscal year 2019 tax revenue adjusted for inflation). This “revenue reduction cap,” together with Step 3, ensures that recipient governments can use organic revenue growth to offset the cost of revenue reductions.

- Finally, if there are any amounts that could be subject to recoupment, Treasury will provide notice to the recipient government of such amounts. This process is discussed in greater detail in Section IV of this

SUPPLEMENTARY INFORMATION.

Together, these steps allow Treasury to identify the amount of reduction in net tax revenue that both is attributable to covered changes and has been directly or indirectly offset with Fiscal Recovery Funds. This process ensures Fiscal Recovery Funds are used in a manner consistent with the statute's defined eligible uses and the offset provision's limitation on these eligible uses, while avoiding undue interference with State and territory decisions regarding tax and spending policies.

The interim final rule also implements a process for recouping Fiscal Recovery Funds that were used to offset reductions in net tax revenue, including the calculation of any amounts that may be subject to recoupment, a process for a recipient government to respond to a notice of recoupment, and clarification regarding amounts excluded from recoupment. See Section IV of this **SUPPLEMENTARY INFORMATION**.

The interim final rule includes several definitions that are applicable to the implementation of the offset provision.

Covered change. The offset provision is triggered by a reduction in net tax revenue resulting from “a change in law, regulation, or administrative interpretation.” A covered change includes any final legislative or regulatory action, a new or changed administrative interpretation, and the phase-in or taking effect of any statute

or rule where the phase-in or taking effect was not prescribed prior to the start of the covered period. Changed administrative interpretations would not include corrections to replace prior inaccurate interpretations; such corrections would instead be treated as changes implementing legislation enacted or regulations issued prior to the covered period; the operative change in those circumstances is the underlying legislation or regulation that occurred prior to the covered period. Moreover, only the changes within the control of the State or territory are considered covered changes. Covered changes do not include a change in rate that is triggered automatically and based on statutory or regulatory criteria in effect prior to the covered period. For example, a state law that sets its earned income tax credit (EITC) at a fixed percentage of the Federal EITC will see its EITC payments automatically increase—and thus its tax revenue reduced—because of the Federal Government's expansion of the EITC in the ARPA.¹⁶² This would not be considered a covered change. In addition, the offset provision applies only to actions for which the change in policy occurs during the covered period; it excludes regulations or other actions that implement a change or law substantively enacted prior to March 3, 2021. Finally, Treasury has determined and previously announced that income tax changes—even those made during the covered period—that simply conform with recent changes in Federal law (including those to conform to recent changes in Federal taxation of unemployment insurance benefits and taxation of loan forgiveness under the Paycheck Protection Program) are permissible under the offset provision.

Baseline. For purposes of measuring a reduction in net tax revenue, the interim final rule measures actual changes in tax revenue relative to a revenue baseline (baseline). The baseline will be calculated as fiscal year 2019 (FY 2019) tax revenue indexed for inflation in each year of the covered period, with inflation calculated using the Bureau of Economic Analysis's Implicit Price Deflator.¹⁶³

FY 2019 was chosen as the starting year for the baseline because it is the last full fiscal year prior to the COVID–

19 public health emergency.¹⁶⁴ This baseline year is consistent with the approach directed by the ARPA in sections 602(c)(1)(C) and 603(c)(1)(C), which identify the “most recent full fiscal year of the [State, territory, or Tribal government] prior to the emergency” as the comparator for measuring revenue loss. U.S. gross domestic product is projected to rebound to pre-pandemic levels in 2021,¹⁶⁵ suggesting that an FY 2019 pre-pandemic baseline is a reasonable comparator for future revenue levels. The FY 2019 baseline revenue will be adjusted annually for inflation to allow for direct comparison of actual tax revenue in each year (reported in nominal terms) to baseline revenue in common units of measurement; without inflation adjustment, each dollar of reported actual tax revenue would be worth less than each dollar of baseline revenue expressed in 2019 terms.

Reporting year. The interim final rule defines “reporting year” as a single year within the covered period, aligned to the current fiscal year of the recipient government during the covered period, for which a recipient government reports the value of covered changes and any sources of offsetting revenue increases (“in-year” value), regardless of when those changes were enacted. For the fiscal years ending in 2021 or 2025 (partial years), the term “reporting year” refers to the portion of the year falling within the covered period. For example, the reporting year for a fiscal year beginning July 2020 and ending June 2021 would be from March 3, 2021 to July 2021.

Tax revenue. The interim final rule's definition of “tax revenue” is based on the Census Bureau's definition of taxes, used for its Annual Survey of State Government Finances.¹⁶⁶ It provides a consistent, well-established definition with which States and territories will be familiar and is consistent with the approach taken in Section II.C of this **SUPPLEMENTARY INFORMATION** describing the implementation of sections 602(c)(1)(C) and 603(c)(1)(C) of the Act, regarding revenue loss. Consistent with the approach described in Section II.C of this **SUPPLEMENTARY INFORMATION**, tax

¹⁶⁴ Using Fiscal Year 2019 is consistent with section 602 as Congress provided for using that baseline for determining the impact of revenue loss affecting the provision of government services. See section 602(c)(1)(C).

¹⁶⁵ Congressional Budget Office, An Overview of the Economic Outlook: 2021 to 2031 (February 1, 2021), available at <https://www.cbo.gov/publication/56965>.

¹⁶⁶ U.S. Census Bureau, Annual Survey of State and Local Government Finances Glossary, <https://www.census.gov/programs-surveys/state/about/glossary.html> (last visited Apr. 30, 2021).

¹⁶² See, e.g., Tax Policy Center, How do state earned income tax credits work?, <https://www.taxpolicycenter.org/briefing-book/how-do-state-earned-income-tax-credits-work/> (last visited May 9, 2021).

¹⁶³ U.S. Department of Commerce, Bureau of Economic Analysis, GDP Price Deflator, <https://www.bea.gov/data/prices-inflation/gdp-price-deflator> (last visited May 9, 2021).

revenue does not include revenue taxed and collected by a different unit of government (e.g., revenue from taxes levied by a local government and transferred to a recipient government).

Framework. The interim final rule provides a step-by-step framework, to be used in each reporting year, to calculate whether the offset provision applies to a State's or territory's use of Fiscal Recovery Funds:

(1) *Covered changes that reduce tax revenue.* For each reporting year, a recipient government will identify and value covered changes that the recipient government predicts will have the effect of reducing tax revenue in a given reporting year, similar to the way it would in the ordinary course of its budgeting process. The value of these covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient government's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s), relative to the current law baseline prior to the change(s). Further, estimation approaches should not use dynamic methodologies that incorporate the projected effects of macroeconomic growth because macroeconomic growth is accounted for separately in the framework. Relative to these dynamic scoring methodologies, scoring methodologies that do not incorporate projected effects of macroeconomic growth rely on fewer assumptions and thus provide greater consistency among States and territories. Dynamic scoring that incorporates macroeconomic growth may also increase the likelihood of underestimation of the cost of a reduction in tax revenue.

In general and where possible, reporting should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. This approach offers recipient governments the flexibility to determine their reporting methodology based on their existing budget scoring practices and capabilities. In addition, the approach of using the projected value of changes in law that enact fiscal policies to estimate the net effect of such policies is consistent with the way many States

and territories already consider tax changes.¹⁶⁷

(2) *In excess of the de minimis.* The recipient government will next calculate the total value of all covered changes in the reporting year resulting in revenue reductions, identified in Step 1. If the total value of the revenue reductions resulting from these changes is below the de minimis level, the recipient government will be deemed not to have any revenue-reducing changes for the purpose of determining the recognized net reduction. If the total is above the de minimis level, the recipient government must identify sources of in-year revenue to cover the full costs of changes that reduce tax revenue.

The de minimis level is calculated as 1 percent of the reporting year's baseline. Treasury recognizes that, pursuant to their taxing authority, States and territories may make many small changes to alter the composition of their tax revenues or implement other policies with marginal effects on tax revenues. They may also make changes based on projected revenue effects that turn out to differ from actual effects, unintentionally resulting in minor revenue changes that are not fairly described as "resulting from" tax law changes. The de minimis level recognizes the inherent challenges and uncertainties that recipient governments face, and thus allows relatively small reductions in tax revenue without consequence. Treasury determined the 1 percent level by assessing the historical effects of state-level tax policy changes in state EITCs implemented to effect policy goals other than reducing net tax revenues.¹⁶⁸ The 1 percent de minimis level reflects the historical reductions in revenue due to minor changes in state fiscal policies.

(3) *Safe harbor.* The recipient government will then compare the reporting year's actual tax revenue to the baseline. If actual tax revenue is greater than the baseline, Treasury will deem the recipient government not to have any recognized net reduction for the reporting year, and therefore to be in a safe harbor and outside the ambit of the offset provision. This approach is consistent with the ARPA, which contemplates recoupment of Fiscal Recovery Funds only in the event that

such funds are used to offset a reduction in net tax revenue. If net tax revenue has not been reduced, this provision does not apply. In the event that actual tax revenue is above the baseline, the organic revenue growth that has occurred, plus any other revenue-raising changes, by definition must have been enough to offset the in-year costs of the covered changes.

(4) *Consideration of other sources of funding.* Next, the recipient government will identify and calculate the total value of changes that could pay for revenue reduction due to covered changes and sum these items. This amount can be used to pay for up to the total value of revenue-reducing changes in the reporting year. These changes consist of two categories:

(a) *Tax and other increases in revenue.* The recipient government must identify and consider covered changes in policy that the recipient government predicts will have the effect of increasing general revenue in a given reporting year. As when identifying and valuing covered changes that reduce tax revenue, the value of revenue-raising changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, aligned with the recipient government's existing approach for measuring the effects of fiscal policies, and measured relative to a current law baseline, or based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s). Further, and as discussed above, estimation approaches should not use dynamic scoring methodologies that incorporate the effects of macroeconomic growth because growth is accounted for separately under the interim final rule. In general and where possible, reporting should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. This approach offers recipient governments the flexibility to determine their reporting methodology based on their existing budget scoring practices and capabilities.

(b) *Covered spending cuts.* A recipient government also may cut spending in certain areas to pay for covered changes that reduce tax revenue, up to the amount of the recipient government's net reduction in total spending as described below. These changes must be reductions in government outlays not in an area where the recipient government has spent Fiscal Recovery Funds. To better align with existing reporting and accounting, the interim final rule considers the department, agency, or

¹⁶⁷ See, e.g., Megan Randall & Kim Rueben, Tax Policy Center, Sustainable Budgeting in the States: Evidence on State Budget Institutions and Practices (Nov. 2017), available at https://www.taxpolicycenter.org/sites/default/files/publication/149186/sustainable-budgeting-in-the-states_1.pdf.

¹⁶⁸ Data provided by the Urban-Brookings Tax Policy Center for state-level EITC changes for 2004–2017.

authority from which spending has been cut and whether the recipient government has spent Fiscal Recovery Funds on that same department, agency, or authority. This approach was selected to allow recipient governments to report how Fiscal Recovery Funds have been spent using reporting units already incorporated into their budgeting process. If they have not spent Fiscal Recovery Funds in a department, agency, or authority, the full amount of the reduction in spending counts as a covered spending cut, up to the recipient government's net reduction in total spending. If they have, the Fiscal Recovery Funds generally would be deemed to have replaced the amount of spending cut and only reductions in spending above the amount of Fiscal Recovery Funds spent on the department, agency, or authority would count.

To calculate the amount of spending cuts that are available to offset a reduction in tax revenue, the recipient government must first consider whether there has been a reduction in total net spending, excluding Fiscal Recovery Funds (net reduction in total spending). This approach ensures that reported spending cuts actually create fiscal space, rather than simply offsetting other spending increases. A net reduction in total spending is measured as the difference between total spending in each reporting year, excluding Fiscal Recovery Funds spent, relative to total spending for the recipient's fiscal year ending in 2019, adjusted for inflation. Measuring reductions in spending relative to 2019 reflects the fact that the fiscal space created by a spending cut persists so long as spending remains below its original level, even if it does not decline further, relative to the same amount of revenue. Measuring spending cuts from year to year would, by contrast, not recognize any available funds to offset revenue reductions unless spending continued to decline, failing to reflect the actual availability of funds created by a persistent change and limiting the discretion of States and territories. In general and where possible, reporting should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. Treasury chose this approach because while many recipient governments may score budget legislation using projections, spending cuts are readily observable using actual values.

This approach—allowing only spending reductions in areas where the recipient government has not spent Fiscal Recovery Funds to be used as an

offset for a reduction in net tax revenue—aims to prevent recipient governments from using Fiscal Recovery Funds to supplant State or territory funding in the eligible use areas, and then use those State or territory funds to offset tax cuts. Such an approach helps ensure that Fiscal Recovery Funds are not used to “indirectly” offset revenue reductions due to covered changes.

In order to help ensure recipient governments use Fiscal Recovery Funds in a manner consistent with the prescribed eligible uses and do not use Fiscal Recovery Funds to indirectly offset a reduction in net tax revenue resulting from a covered change, Treasury will monitor changes in spending throughout the covered period. If, over the course of the covered period, a spending cut is subsequently replaced with Fiscal Recovery Funds and used to indirectly offset a reduction in net tax revenue resulting from a covered change, Treasury may consider such change to be an evasion of the restrictions of the offset provision and seek recoupment of such amounts.

(5) *Identification of amounts subject to recoupment.* If a recipient government (i) reports covered changes that reduce tax revenue (Step 1); (ii) to a degree greater than the de minimis (Step 2); (iii) has experienced a reduction in net tax revenue (Step 3); and (iv) lacks sufficient revenue from other, permissible sources to pay for the entirety of the reduction (Step 4), then the recipient government will be considered to have used Fiscal Recovery Funds to offset a reduction in net tax revenue, up to the amount that revenue has actually declined. That is, the maximum value of reduction in revenue due to covered changes which a recipient government must cover is capped at the difference between the baseline and actual tax revenue.¹⁶⁹ In the event that the baseline is above actual tax revenue and the difference between them is less than the sum of revenue reducing changes that are not paid for with other, permissible sources, organic revenue growth has implicitly offset a portion of the reduction. For example, if a recipient government reduces tax revenue by \$1 billion, makes no other changes, and experiences revenue growth driven by organic economic growth worth \$500 million, it need only pay for the remaining \$500 million with sources other than Fiscal Recovery Funds. The revenue reduction cap implements this

approach for permitting organic revenue growth to cover the cost of tax cuts.

Finally, as discussed further in Section IV of this **SUPPLEMENTARY INFORMATION**, a recipient government may request reconsideration of any amounts identified as subject to recoupment under this framework. This process ensures that all relevant facts and circumstances, including information regarding planned spending cuts and budgeting assumptions, are considered prior to a determination that an amount must be repaid. Amounts subject to recoupment are calculated on an annual basis; amounts recouped in one year cannot be returned if the State or territory subsequently reports an increase in net tax revenue.

To facilitate the implementation of the framework above, and in addition to reporting required on eligible uses, in each year of the reporting period, each State and territory will report to Treasury the following items:

- Actual net tax revenue for the reporting year;
- Each revenue-reducing change made to date during the covered period and the in-year value of each change;
- Each revenue-raising change made to date during the covered period and the in-year value of each change;
- Each covered spending cut made to date during the covered period, the in-year value of each cut, and documentation demonstrating that each spending cut is covered as prescribed under the interim final rule;

Treasury will provide additional guidance and instructions the reporting requirements at a later date.

Question 28: Does the interim final rule's definition of tax revenue accord with existing State and territorial practice and, if not, are there other definitions or elements Treasury should consider? Discuss why or why not.

Question 29: The interim final rule permits certain spending cuts to cover the costs of reductions in tax revenue, including cuts in a department, agency, or authority in which the recipient government is not using Fiscal Recovery Funds. How should Treasury and recipient governments consider the scope of a department, agency, or authority for the use of funds to ensure spending cuts are not being substituted with Fiscal Recovery Funds while also avoiding an overbroad definition of that captures spending that is, in fact, distinct?

Question 30: Discuss the budget scoring methodologies currently used by States and territories. How should the interim final rule take into consideration differences in approaches? Please discuss the use of

¹⁶⁹ This cap is applied in § 35.8(c) of the interim final rule, calculating the amount of funds used in violation of the tax offset provision.

practices including but not limited to macrodynamic scoring, microdynamic scoring, and length of budget windows.

Question 31: If a recipient government has a balanced budget requirement, how will that requirement impact its use of Fiscal Recovery Funds and ability to implement this framework?

Question 32: To implement the framework described above, the interim final rule establishes certain reporting requirements. To what extent do recipient governments already produce this information and on what timeline? Discuss ways that Treasury and recipient governments may better rely on information already produced, while ensuring a consistent application of the framework.

Question 33: Discuss States' and territories' ability to produce the figures and numbers required for reporting under the interim final rule. What additional reporting tools, such as a standardized template, would facilitate States' and territories' ability to complete the reporting required under the interim final rule?

C. Other Restrictions on Use

Payments from the Fiscal Recovery Funds are also subject to pre-existing limitations provided in other Federal statutes and regulations and may not be used as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, payments from the Fiscal Recovery Funds may not be used to satisfy the State share of Medicaid.¹⁷⁰

As provided for in the award terms, payments from the Fiscal Recovery Funds as a general matter will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost.

D. Timeline for Use of Fiscal Recovery Funds

Section 602(c)(1) and section 603(c)(1) require that payments from the Fiscal Recovery Funds be used only to cover costs incurred by the State, territory, Tribal government, or local government by December 31, 2024. Similarly, the CARES Act provided that payments from the CRF be used to cover costs incurred by December 31, 2021.¹⁷¹ The

definition of “incurred” does not have a clear meaning. With respect to the CARES Act, on the understanding that the CRF was intended to be used to meet relatively short-term needs, Treasury interpreted this requirement to mean that, for a cost to be considered to have been incurred, performance of the service or delivery of the goods acquired must occur by December 31, 2021. In contrast, the ARPA, passed at a different stage of the COVID–19 public health emergency, was intended to provide more general fiscal relief over a broader timeline. In addition, the ARPA expressly permits the use of Fiscal Recovery Funds for improvements to water, sewer, and broadband infrastructure, which entail a longer timeframe. In recognition of this, Treasury is interpreting the requirement in section 602 and section 603 that costs be incurred by December 31, 2024, to require only that recipients have obligated the Fiscal Recovery Funds by such date. The interim final rule adopts a definition of “obligation” that is based on the definition used for purposes of the Uniform Guidance, which will allow for uniform administration of this requirement and is a definition with which most recipients will be familiar.

Payments from the Fiscal Recovery Funds are grants provided to recipients to mitigate the fiscal effects of the COVID–19 public health emergency and to respond to the public health emergency, consistent with the eligible uses enumerated in sections 602(c)(1) and 603(c)(1).¹⁷² As such, these funds are intended to provide economic stimulus in areas still recovering from the economic effects of the pandemic. In implementing and interpreting these provisions, including what it means to “respond to” the COVID–19 public health emergency, Treasury takes into consideration pre-pandemic facts and circumstances (e.g., average revenue growth prior to the pandemic) as well as impact of the pandemic that predate the enactment of the ARPA (e.g., replenishing Unemployment Trust balances drawn during the pandemic). While assessing the effects of the COVID–19 public health emergency necessarily takes into consideration the facts and circumstances that predate the ARPA, use of Fiscal Recovery Funds is forward looking.

As discussed above, recipients are permitted to use payments from the Fiscal Recovery Funds to respond to the public health emergency, to respond to workers performing essential work by providing premium pay or providing

grants to eligible employers, and to make necessary investments in water, sewer, or broadband infrastructure, which all relate to prospective uses. In addition, sections 602(c)(1)(C) and 603(c)(1)(C) permit recipients to use Fiscal Recovery Funds for the provision of government services. This clause provides that the amount of funds that may be used for this purpose is measured by reference to the reduction in revenue due to the public health emergency relative to revenues collected in the most recent full fiscal year, but this reference does not relate to the period during which recipients may use the funds, which instead refers to prospective uses, consistent with the other eligible uses.

Although as discussed above the eligible uses of payments from the Fiscal Recovery Funds are all prospective in nature, Treasury considers the beginning of the covered period for purposes of determining compliance with section 602(c)(2)(A) to be the relevant reference point for this purpose. The interim final rule thus permits funds to be used to cover costs incurred beginning on March 3, 2021. This aligns the period for use of Fiscal Recovery Funds with the period during which these funds may not be used to offset reductions in net tax revenue. Permitting Fiscal Recovery Funds to be used to cover costs incurred beginning on this date will also mean that recipients that began incurring costs in the anticipation of enactment of the ARPA and in advance of the issuance of this rule and receipt of payment from the Fiscal Recovery Funds would be able to cover them using these payments.¹⁷³

As set forth in the award terms, the period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with payments from the Fiscal Recovery Funds.

IV. Recoupment Process

Under the ARPA, failure to comply with the restrictions on use contained in sections 602(c) and 603(c) of the Act may result in recoupment of funds.¹⁷⁴ The interim final rule implements these provisions by establishing a process for recoupment.

Identification and Notice of Violations. Failure to comply with the restrictions on use will be identified based on reporting provided by the

¹⁷⁰ See 42 CFR 433.51 and 45 CFR 75.306.

¹⁷¹ Section 1001 of Division N of the Consolidated Appropriations Act, 2021 amended section 601(d)(3) of the Act by extending the end of the covered period for CRF expenditures from December 30, 2020 to December 31, 2021.

¹⁷² Sections 602(a), 603(a), 602(c)(1) and 603(c)(1) of the Act.

¹⁷³ Given the nature of this program, recipients will not be permitted to use funds to cover pre-award costs, i.e., those incurred prior to March 3, 2021.

¹⁷⁴ Sections 602(e) and 603(e) of the Act.

recipient. As discussed further in Sections III.B and VIII of this **SUPPLEMENTARY INFORMATION**, Treasury will collect information regarding eligible uses on a quarterly basis and on the tax offset provision on an annual basis. Treasury also may consider other information in identifying a violation, such as information provided by members of the public. If Treasury identifies a violation, it will provide written notice to the recipient along with an explanation of such amounts.

Request for Reconsideration. Under the interim final rule, a recipient may submit a request for reconsideration of any amounts identified in the notice provided by Treasury. This reconsideration process provides a recipient the opportunity to submit additional information it believes supports its request in light of the notice of recoupment, including, for example, additional information regarding the recipient's use of Fiscal Recovery Funds or its tax revenues. The process also provides the Secretary with an opportunity to consider all information relevant to whether a violation has occurred, and if so, the appropriate amount for recoupment.

The interim final rule also establishes requirements for the timing of a request for reconsideration. Specifically, if a recipient wishes to request reconsideration of any amounts identified in the notice, the recipient must submit a written request for reconsideration to the Secretary within 60 calendar days of receipt of such notice. The request must include an explanation of why the recipient believes that the finding of a violation or recoupable amount identified in the notice of recoupment should be reconsidered. To facilitate the Secretary's review of a recipient's request for reconsideration, the request should identify all supporting reasons for the request. Within 60 calendar days of receipt of the recipient's request for reconsideration, the recipient will be notified of the Secretary's decision to affirm, withdraw, or modify the notice of recoupment. Such notification will include an explanation of the decision, including responses to the recipient's supporting reasons and consideration of additional information provided.

The process and timeline established by the interim final rule are intended to provide the recipient with an adequate opportunity to fully present any issues or arguments in response to the notice of recoupment.¹⁷⁵ This process will allow the Secretary to respond to the

issues and considerations raised in the request for reconsideration taking into account the information and arguments presented by the recipient along with any other relevant information.

Repayment. Finally, the interim final rule provides that any amounts subject to recoupment must be repaid within 120 calendar days of receipt of any final notice of recoupment or, if the recipient has not requested reconsideration, within 120 calendar days of the initial notice provided by the Secretary.

Question 34: Discuss the timeline for requesting reconsideration under the interim final rule. What, if any, challenges does this timeline present?

V. Payments in Tranches to Local Governments and Certain States

Section 603 of the Act provides that the Secretary will make payments to local governments in two tranches, with the second tranche being paid twelve months after the first payment. In addition, section 602(b)(6)(A)(ii) provides that the Secretary may withhold payment of up to 50 percent of the amount allocated to each State and territory for a period of up to twelve months from the date on which the State or territory provides its certification to the Secretary. Any such withholding for a State or territory is required to be based on the unemployment rate in the State or territory as of the date of the certification.

The Secretary has determined to provide in this interim final rule for withholding of 50 percent of the amount of Fiscal Recovery Funds allocated to all States (and the District of Columbia) other than those with an unemployment rate that is 2.0 percentage points or more above its pre-pandemic (*i.e.*, February 2020) level. The Secretary will refer to the latest available monthly data from the Bureau of Labor Statistics as of the date the certification is provided. Based on data available at the time of public release of this interim final rule, this threshold would result in a majority of States being paid in two tranches.

Splitting payments for the majority of States is consistent with the requirement in section 603 of the Act to make payments from the Coronavirus Local Fiscal Recovery Fund to local governments in two tranches.¹⁷⁶

¹⁷⁶ With respect to Federal financial assistance more generally, States are subject to the requirements of the Cash Management Improvement Act (CMIA), under which Federal funds are drawn upon only on an as needed basis and States are required to remit interest on unused balances to Treasury. Given the statutory requirement for Treasury to make payments to States within a certain period, these requirements

Splitting payments to States into two tranches will help encourage recipients to adapt, as necessary, to new developments that could arise over the coming twelve months, including potential changes to the nature of the public health emergency and its negative economic impacts. While the U.S. economy has been recovering and adding jobs in aggregate, there is still considerable uncertainty in the economic outlook and the interaction between the pandemic and the economy.¹⁷⁷ For these reasons, Treasury believes it will be appropriate for a majority of recipients to adapt their plans as the recovery evolves. For example, a faster-than-expected economic recovery in 2021 could lead a recipient to dedicate more Fiscal Recovery Funds to longer-term investments starting in 2022. In contrast, a slower-than-expected economic recovery in 2021 could lead a recipient to use additional funds for near-term stimulus in 2022.

At the same time, the statute contemplates the possibility that elevated unemployment in certain States could justify a single payment. Elevated unemployment is indicative of a greater need to assist unemployed workers and stimulate a faster economic recovery. For this reason, the interim final rule provides that States and territories with an increase in their unemployment rate over a specified threshold may receive a single payment, with the expectation that a single tranche will better enable these States and territories to take additional immediate action to aid the unemployed and strengthen their economies.

Following the initial pandemic-related spike in unemployment in 2020, States' unemployment rates have been trending back towards pre-pandemic levels. However, some States' labor markets are healing more slowly than others. Moreover, States varied widely in their pre-pandemic levels of unemployment, and some States remain substantially further from their pre-

of the CMIA and Treasury's implementing regulations at 31 CFR part 205 will not apply to payments from the Fiscal Recovery Funds. Providing funding in two tranches to the majority of States reflects, to the maximum extent permitted by section 602 of the Act, the general principles of Federal cash management and stewardship of Federal funding, yet will be much less restrictive than the usual requirements to which States are subject.

¹⁷⁷ The potential course of the virus, and its impact on the economy, has contributed to a heightened degree of uncertainty relative to prior periods. *See, e.g.*, Dave Altig et al., Economic uncertainty before and during the COVID-19 pandemic, *J. of Public Econ.* (Nov. 2020), available at <https://www.sciencedirect.com/science/article/abs/pii/S0047272720301389>.

¹⁷⁵ The interim final rule also provides that Treasury may extend any deadlines.

pandemic starting point. Consequently, Treasury is delineating States with significant remaining elevation in the unemployment rate, based on the net difference to pre-pandemic levels.

Treasury has established that significant remaining elevation in the unemployment rate is a net change in the unemployment rate of 2.0 percentage points or more relative to pre-pandemic levels. In the four previous recessions going back to the early 1980s, the national unemployment rate rose by 3.6, 2.3, 2.0, and 5.0 percentage points, as measured from the start of the recession to the eventual peak during or immediately following the recession.¹⁷⁸ Each of these increases can therefore represent a recession's impact on unemployment. To identify States with significant remaining elevation in unemployment, Treasury took the lowest of these four increases, 2.0 percentage points, to indicate states where, despite improvement in the unemployment rate, current labor market conditions are consistent still with a historical benchmark for a recession.

No U.S. territory will be subject to withholding of its payment from the Fiscal Recovery Funds. For Puerto Rico, the Secretary has determined that the current level of the unemployment rate (8.8 percent, as of March 2021¹⁷⁹) is sufficiently high such that Treasury should not withhold any portion of its payment from the Fiscal Recovery Funds regardless of its change in unemployment rate relative to its pre-pandemic level. For U.S. territories that are not included in the Bureau of Labor Statistics' monthly unemployment rate data, the Secretary will not exercise the authority to withhold amounts from the Fiscal Recovery Funds.

VI. Transfer

The statute authorizes State, territorial, and Tribal governments; counties; metropolitan cities; and nonentitlement units of local government (counties, metropolitan

cities, and nonentitlement units of local government are collectively referred to as "local governments") to transfer amounts paid from the Fiscal Recovery Funds to a number of specified entities. By permitting these transfers, Congress recognized the importance of providing flexibility to governments seeking to achieve the greatest impact with their funds, including by working with other levels or units of government or private entities to assist recipient governments in carrying out their programs. This includes special-purpose districts that perform specific functions in the community, such as fire, water, sewer, or mosquito abatement districts.

Specifically, under section 602(c)(3), a State, territory, or Tribal government may transfer funds to a "private nonprofit organization . . . a Tribal organization . . . a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government."¹⁸⁰ Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations).

The interim final rule clarifies that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive. The interim final rule permits State, territorial, and Tribal governments to transfer Fiscal Recovery Funds to other constituent units of government or private entities beyond those specified in the statute. Similarly, local governments are authorized to transfer Fiscal Recovery Funds to other constituent units of government (*e.g.*, a county is able to transfer Fiscal Recovery Funds to a city, town, or school district within it) or to private entities. This approach is intended to help provide funding to local governments with needs that may exceed the allocation provided under the statutory formula.

State, local, territorial, and Tribal governments that receive a Federal award directly from a Federal awarding agency, such as Treasury, are "recipients." A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be a subrecipient. Subrecipients are entities that receive a subaward from a recipient to carry out a program or project on behalf of the recipient with the recipient's Federal award funding. The recipient remains responsible for monitoring and overseeing the subrecipient's use of Fiscal Recovery Funds and other activities related to the award to ensure that the subrecipient complies with the statutory and

regulatory requirements and the terms and conditions of the award. Recipients also remain responsible for reporting to Treasury on their subrecipients' use of payments from the Fiscal Recovery Funds for the duration of the award.

Transfers under sections 602(c)(3) and 603(c)(3) must qualify as an eligible use of Fiscal Recovery Funds by the transferor. Once Fiscal Recovery Funds are received, the transferee must abide by the restrictions on use applicable to the transferor under the ARPA and other applicable law and program guidance. For example, if a county transferred Fiscal Recovery Funds to a town within its borders to respond to the COVID-19 public health emergency, the town would be bound by the eligible use requirements applicable to the county in carrying out the county's goal. This also means that county A may not transfer Fiscal Recovery Funds to county B for use in county B because such a transfer would not, from the perspective of the transferor (county A), be an eligible use in county A.

Section 603(c)(4) separately provides for transfers by a local government to its State or territory. A transfer under section 603(c)(4) will not make the State a subrecipient of the local government, and such Fiscal Recovery Funds may be used by the State for any purpose permitted under section 602(c). A transfer under section 603(c)(4) will result in a cancellation or termination of the award on the part of the transferor local government and a modification of the award to the transferee State or territory. The transferor must provide notice of the transfer to Treasury in a format specified by Treasury. If the local government does not provide such notice, it will remain legally obligated to Treasury under the award and remain responsible for ensuring that the awarded Fiscal Recovery Funds are being used in accordance with the statute and program guidance and for reporting on such uses to Treasury. A State that receives a transfer from a local government under section 603(c)(4) will be bound by all of the use restrictions set forth in section 602(c) with respect to the use of those Fiscal Recovery Funds, including the prohibitions on use of such Fiscal Recovery Funds to offset certain reductions in taxes or to make deposits into pension funds.

Question 35: What are the advantages and disadvantages of treating the list of transferees in sections 602(c)(3) and 603(c)(3) as nonexclusive, allowing States and localities to transfer funds to entities outside of the list?

Question 36: Are there alternative ways of defining "special-purpose unit of State or local government" and

¹⁷⁸ Includes the period during and immediately following recessions, as defined by the National Bureau of Economic Research. National Bureau of Economic Research, US Business Cycle Expansions and Contractions, <https://www.nber.org/research/data/us-business-cycle-expansions-and-contractions> (last visited Apr. 27, 2021). Based on data from U.S. Bureau of Labor Statistics, Unemployment Rate [UNRATE], retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/UNRATE> (last visited Apr. 27, 2021).

¹⁷⁹ U.S. Bureau of Labor Statistics, Economic News Release—Table 1. Civilian labor force and unemployment by state and selected area, seasonally adjusted, <https://www.bls.gov/news.release/laus.t01.htm> (last visited Apr. 30, 2021).

¹⁸⁰ Section 602(c)(3) of the Act.

“public benefit corporation” that would better further the aims of the Funds?

VII. Nonentitlement Units of Government

The Fiscal Recovery Funds provides for \$19.53 billion in payments to be made to States and territories which will distribute the funds to nonentitlement units of local government (NEUs); local governments which generally have populations below 50,000. These local governments have not yet received direct fiscal relief from the Federal Government during the COVID-19 public health emergency, making Fiscal Recovery Funds payments an important source of support for their public health and economic responses. Section 603 requires Treasury to allocate and pay Fiscal Recovery Funds to the States and territories and requires the States and territories to distribute Fiscal Recovery Funds to NEUs based on population within 30 days of receipt unless an extension is granted by the Secretary. The interim final rule clarifies certain aspects regarding the distribution of Fiscal Recovery by States and territories to NEUs, as well as requirements around timely payments from the Fiscal Recovery Funds.

The ARPA requires that States and territories allocate funding to NEUs in an amount that bears the same proportion as the population of the NEU bears to the total population of all NEUs in the State or territory, subject to a cap (described below). Because the statute requires States and territories to make distributions based on population, States and territories may not place additional conditions or requirements on distributions to NEUs, beyond those required by the ARPA and Treasury’s implementing regulations and guidance. For example, a State may not impose stricter limitations than permitted by statute or Treasury regulations or guidance on an NEU’s use of Fiscal Recovery Funds based on the NEU’s proposed spending plan or other policies. States and territories are also not permitted to offset any debt owed by the NEU against the NEU’s distribution. Further, States and territories may not provide funding on a reimbursement basis—*e.g.*, requiring NEUs to pay for project costs up front before being reimbursed with Fiscal Recovery Funds payments—because this funding model would not comport with the statutory requirement that States and territories make distributions to NEUs within the statutory timeframe.

Similarly, States and territories distributing Fiscal Recovery Funds payments to NEUs are responsible for

complying with the Fiscal Recovery Funds statutory requirement that distributions to NEUs not exceed 75 percent of the NEU’s most recent budget. The most recent budget is defined as the NEU’s most recent annual total operating budget, including its general fund and other funds, as of January 27, 2020. Amounts in excess of such cap and therefore not distributed to the NEU must be returned to Treasury by the State or territory. States and territories may rely for this determination on a certified top-line budget total from the NEU.

Under the interim final rule, the total allocation and distribution to an NEU, including the sum of both the first and second tranches of funding, cannot exceed the 75 percent cap. States and territories must permit NEUs without formal budgets as of January 27, 2020 to self-certify their most recent annual expenditures as of January 27, 2020 for the purpose of calculating the cap. This approach will provide an administrable means to implement the cap for small local governments that do not adopt a formal budget.

Section 603(b)(3) of the Social Security Act provides for Treasury to make payments to counties but provides that, in the case of an amount to be paid to a county that is not a unit of general local government, the amount shall instead be paid to the State in which such county is located, and such State shall distribute such amount to each unit of general local government within such county in an amount that bears the same proportion to the amount to be paid to such county as the population of such units of general local government bears to the total population of such county. As with NEUs, States may not place additional conditions or requirements on distributions to such units of general local government, beyond those required by the ARPA and Treasury’s implementing regulations and guidance.

In the case of consolidated governments, section 603(b)(4) allows consolidated governments (*e.g.*, a city-county consolidated government) to receive payments under each allocation based on the respective formulas. In the case of a consolidated government, Treasury interprets the budget cap to apply to the consolidated government’s NEU allocation under section 603(b)(2) but not to the consolidated government’s county allocation under section 603(b)(3).

If necessary, States and territories may use the Fiscal Recovery Funds under section 602(c)(1)(A) to fund expenses related to administering payments to NEUs and units of general local

government, as disbursing these funds itself is a response to the public health emergency and its negative economic impacts. If a State or territory requires more time to disburse Fiscal Recovery Funds to NEUs than the allotted 30 days, Treasury will grant extensions of not more than 30 days for States and territories that submit a certification in writing in accordance with section 603(b)(2)(C)(ii)(I). Additional extensions may be granted at the discretion of the Secretary.

Question 37: What are alternative ways for States and territories to enforce the 75 percent cap while reducing the administrative burden on them?

Question 38: What criteria should Treasury consider in assessing requests for extensions for further time to distribute NEU payments?

VIII. Reporting

States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report and thereafter quarterly Project and Expenditure reports through the end of the award period on December 31, 2026. The interim report will include a recipient’s expenditures by category at the summary level from the date of award to July 31, 2021 and, for States and territories, information related to distributions to nonentitlement units. Recipients must submit their interim report to Treasury by August 31, 2021. Nonentitlement units of local government are not required to submit an interim report.

The quarterly Project and Expenditure reports will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient’s utilization of the award funds. The reports will include the same general data (*e.g.*, on obligations, expenditures, contracts, grants, and subawards) as those submitted by recipients of the CRF, with some modifications. Modifications will include updates to the expenditure categories and the addition of data elements related to specific eligible uses, including some of the reporting elements described in sections above. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021, and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Nonentitlement units of local government will be required to submit

annual Project and Expenditure reports until the end of the award period on December 31, 2026. The initial annual Project and Expenditure report for nonentitlement units of local government will cover activity from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

States, territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to submit an annual Recovery Plan Performance report to Treasury. The Recovery Plan Performance report will provide the public and Treasury information on the projects that recipients are undertaking with program funding and how they are planning to ensure project outcomes are achieved in an effective, efficient, and equitable manner. Each jurisdiction will have some flexibility in terms of the form and content of the Recovery Plan Performance report, as long as it includes the minimum information required by Treasury. The Recovery Plan Performance report will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury, as well as programmatic data in specific eligible use categories and the specific reporting requirements described in the sections above. The initial Recovery Plan Performance report will cover the period from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, Recovery Plan Performance reports will cover a 12-month period, and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance report will cover the period from July 1, 2021 to June 30, 2022, and must be submitted to Treasury by July 31, 2022. Each annual Recovery Plan Performance report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and nonentitlement units of local government are not required to develop a Recovery Plan Performance report.

Treasury will provide additional guidance and instructions on the reporting requirements outlined above for the Fiscal Recovery Funds at a later date.

IX. Comments and Effective Date

This interim final rule is being issued without advance notice and public comment to allow for immediate implementation of this program. As

discussed below, the requirements of advance notice and public comment do not apply “to the extent that there is involved . . . a matter relating to agency . . . grants.”¹⁸¹ The interim final rule implements statutory conditions on the eligible uses of the Fiscal Recovery Funds grants, and addresses the payment of those funds, the reporting on uses of funds, and potential consequences of ineligible uses. In addition and as discussed below, the Administrative Procedure Act also provides an exception to ordinary notice-and-comment procedures “when the agency for good cause finds (and incorporates the finding and a brief statement of reasons therefor in the rules issued) that notice and public procedure thereon are impracticable, unnecessary, or contrary to the public interest.”¹⁸² This good cause justification also supports waiver of the 60-day delayed effective date for major rules under the Congressional Review Act at 5 U.S.C. 808(2). Although this interim final rule is effective immediately, comments are solicited from interested members of the public and from recipient governments on all aspects of the interim final rule.

These comments must be submitted on or before July 16, 2021.

X. Regulatory Analyses

Executive Orders 12866 and 13563

This interim final rule is economically significant for the purposes of Executive Orders 12866 and 13563. Treasury, however, is proceeding under the emergency provision at Executive Order 12866 section 6(a)(3)(D) based on the need to act expeditiously to mitigate the current economic conditions arising from the COVID-19 public health emergency. The rule has been reviewed by the Office of Management and Budget (OMB) in accordance with Executive Order 12866. This rule is necessary to implement the ARPA in order to provide economic relief to State, local, and Tribal governments adversely impacted by the COVID-19 public health emergency.

Under Executive Order 12866, OMB must determine whether this regulatory action is “significant” and, therefore, subject to the requirements of the Executive Order and subject to review by OMB. Section 3(f) of Executive Order 12866 defines a significant regulatory

action as an action likely to result in a rule that may:

(1) Have an annual effect on the economy of \$100 million or more, or adversely affect a sector of the economy; productivity; competition; jobs; the environment; public health or safety; or State, local, or Tribal governments or communities in a material way (also referred to as “economically significant” regulations);

(2) Create a serious inconsistency or otherwise interfere with an action taken or planned by another agency;

(3) Materially alter the budgetary impacts of entitlements, grants, user fees, or loan programs or the rights and obligations of recipients thereof; or

(4) Raise novel legal or policy issues arising out of legal mandates, the President’s priorities, or the principles stated in the Executive order.

This regulatory action is an economically significant regulatory action subject to review by OMB under section 3(f) of Executive Order 12866. Treasury has also reviewed these regulations under Executive Order 13563, which supplements and explicitly reaffirms the principles, structures, and definitions governing regulatory review established in Executive Order 12866. To the extent permitted by law, section 1(b) of Executive Order 13563 requires that an agency:

(1) Propose or adopt regulations only upon a reasoned determination that their benefits justify their costs (recognizing that some benefits and costs are difficult to quantify);

(2) Tailor its regulations to impose the least burden on society, consistent with obtaining regulatory objectives taking into account, among other things, and to the extent practicable, the costs of cumulative regulations;

(3) Select, in choosing among alternative regulatory approaches, those approaches that maximize net benefits (including potential economic, environmental, public health and safety, and other advantages; distributive impacts; and equity);

(4) To the extent feasible, specify performance objectives, rather than the behavior or manner of compliance a regulated entity must adopt; and

(5) Identify and assess available alternatives to direct regulation, including providing economic incentives—such as user fees or marketable permits—to encourage the desired behavior, or providing information that enables the public to make choices.

Executive Order 13563 also requires an agency “to use the best available

¹⁸¹ 5 U.S.C. 553(a)(2).

¹⁸² 5 U.S.C. 553(b)(3)(B); *see also* 5 U.S.C. 553(d)(3) (creating an exception to the requirement of a 30-day delay before the effective date of a rule “for good cause found and published with the rule”).

techniques to quantify anticipated present and future benefits and costs as accurately as possible.” OMB’s Office of Information and Regulatory Affairs (OIRA) has emphasized that these techniques may include “identifying changing future compliance costs that might result from technological innovation or anticipated behavioral changes.”

Treasury has assessed the potential costs and benefits, both quantitative and qualitative, of this regulatory action, and is issuing this interim final rule only on a reasoned determination that the benefits exceed the costs. In choosing among alternative regulatory approaches, Treasury selected those approaches that would maximize net benefits. Based on the analysis that follows and the reasons stated elsewhere in this document, Treasury believes that this interim final rule is consistent with the principles set forth in Executive Order 13563.

Treasury also has determined that this regulatory action does not unduly interfere with States, territories, Tribal governments, and localities in the exercise of their governmental functions.

This Regulatory Impact Analysis discusses the need for regulatory action, the potential benefits, and the potential costs.

Need for Regulatory Action. This interim final rule implements the \$350 billion Fiscal Recovery Funds of the ARPA, which Congress passed to help States, territories, Tribal governments, and localities respond to the ongoing COVID-19 public health emergency and its economic impacts. As the agency charged with execution of these programs, Treasury has concluded that this interim final rule is needed to ensure that recipients of Fiscal Recovery Funds fully understand the requirements and parameters of the program as set forth in the statute and deploy funds in a manner that best reflects Congress’ mandate for targeted fiscal relief.

This interim final rule is primarily a transfer rule: It transfers \$350 billion in aid from the Federal Government to states, territories, Tribal governments, and localities, generating a significant macroeconomic effect on the U.S. economy. In making this transfer, Treasury has sought to implement the program in ways that maximize its potential benefits while minimizing its costs. It has done so by aiming to target relief in key areas according to the congressional mandate; offering clarity to States, territories, Tribal governments, and localities while maintaining their flexibility to respond

to local needs; and limiting administrative burdens.

Analysis of Benefits. Relative to a pre-statutory baseline, the Fiscal Recovery Funds provide a combined \$350 billion to State, local, and Tribal governments for fiscal relief and support for costs incurred responding to the COVID-19 pandemic. Treasury believes that this transfer will generate substantial additional economic activity, although given the flexibility accorded to recipients in the use of funds, it is not possible to precisely estimate the extent to which this will occur and the timing with which it will occur. Economic research has demonstrated that state fiscal relief is an efficient and effective way to mitigate declines in jobs and output during an economic downturn.¹⁸³ Absent such fiscal relief, fiscal austerity among State, local, and Tribal governments could exert a prolonged drag on the overall economic recovery, as occurred following the 2007–09 recession.¹⁸⁴

This interim final rule provides benefits across several areas by implementing the four eligible funding uses, as defined in statute: Strengthening the response to the COVID-19 public health emergency and its economic impacts; easing fiscal pressure on State, local, and Tribal governments that might otherwise lead to harmful cutbacks in employment or government services; providing premium pay to essential workers; and making necessary investments in certain types of infrastructure. In implementing the ARPA, Treasury also sought to support disadvantaged communities that have been disproportionately impacted by the pandemic. The Fiscal Recovery Funds as implemented by the interim final rule can be expected to channel resources toward these uses in order to achieve substantial near-term economic and public health benefits, as well as longer-term benefits arising from the allowable investments in water, sewer, and broadband infrastructure and aid to families.

¹⁸³ Gabriel Chodorow-Reich et al., Does State Fiscal Relief during Recessions Increase Employment? Evidence from the American Recovery and Reinvestment Act, *American Econ. J.: Econ. Policy*, 4:3 118–45 (Aug. 2012), available at <https://www.aeaweb.org/articles?id=10.1257/pol.4.3.118>.

¹⁸⁴ See, e.g., Fitzpatrick, Haughwout & Setren, Fiscal Drag from the State and Local Sector?, Liberty Street Economics Blog, Federal Reserve Bank of New York (June 27, 2012), <https://www.libertystreeteconomics.newyorkfed.org/2012/06/fiscal-drag-from-the-state-and-local-sector.html>; Jiri Jonas, Great Recession and Fiscal Squeeze at U.S. Subnational Government Level, IMF Working Paper 12/184, (July 2012), available at <https://www.imf.org/external/pubs/ft/wp/2012/wp12184.pdf>; Gordon, *supra* note 9.

These benefits are achieved in the interim final rule through a broadly flexible approach that sets clear guidelines on eligible uses of Fiscal Recovery Funds and provides State, local, and Tribal government officials discretion within those eligible uses to direct Fiscal Recovery Funds to areas of greatest need within their jurisdiction. While preserving recipients’ overall flexibility, the interim final rule includes several provisions that implement statutory requirements and will help support use of Fiscal Recovery Funds to achieve the intended benefits. The remainder of this section clarifies how Treasury’s approach to key provisions in the interim final rule will contribute to greater realization of benefits from the program.

- **Revenue Loss:** Recipients will compute the extent of reduction in revenue by comparing actual revenue to a counterfactual trend representing what could have plausibly been expected to occur in the absence of the pandemic. The counterfactual trend begins with the last full fiscal year prior to the public health emergency (as required by statute) and projects forward with an annualized growth adjustment. Treasury’s decision to incorporate a growth adjustment into the calculation of revenue loss ensures that the formula more fully captures revenue shortfalls relative to recipients’ pre-pandemic expectations. Moreover, recipients will have the opportunity to re-calculate revenue loss at several points throughout the program, recognizing that some recipients may experience revenue effects with a lag. This option to re-calculate revenue loss on an ongoing basis should result in more support for recipients to avoid harmful cutbacks in future years. In calculating revenue loss, recipients will look at general revenue in the aggregate, rather than on a source-by-source basis. Given that recipients may have experienced offsetting changes in revenues across sources, Treasury’s approach provides a more accurate representation of the effect of the pandemic on overall revenues.

- **Premium Pay:** Per the statute, recipients have broad latitude to designate critical infrastructure sectors and make grants to third-party employers for the purpose of providing premium pay or otherwise respond to essential workers. While the interim final rule generally preserves the flexibility in the statute, it does add a requirement that recipients give written justification in the case that premium pay would increase a worker’s annual pay above a certain threshold. To set this threshold, Treasury analyzed data

from the Bureau of Labor Statistics to determine a level that would not require further justification for premium pay to the vast majority of essential workers, while requiring higher scrutiny for provision of premium pay to higher-earners who, even without premium pay, would likely have greater personal financial resources to cope with the effects of the pandemic. Treasury believes the threshold in the interim final rule strikes the appropriate balance between preserving flexibility and helping encourage use of these resources to help those in greatest need. The interim final rule also requires that eligible workers have regular in-person interactions or regular physical handling of items that were also handled by others. This requirement will also help encourage use of financial resources for those who have endured the heightened risk of performing essential work.

- *Withholding of Payments to Recipients:* Treasury believes that for the vast majority of recipient entities, it will be appropriate to receive funds in two separate payments. As discussed above, withholding of payments ensures that recipients can adapt spending plans to evolving economic conditions and that at least some of the economic benefits will be realized in 2022 or later. However, consistent with authorities granted to Treasury in the statute, Treasury recognizes that a subset of States with significant remaining elevation in the unemployment rate could face heightened additional near-term needs to aid unemployed workers and stimulate the recovery. Therefore, for a subset of State governments, Treasury will not withhold any funds from the first payment. Treasury believes that this approach strikes the appropriate balance between the general reasons to provide funds in two payments and the heightened additional near-term needs in specific States. As discussed above, Treasury set a threshold based on historical analysis of unemployment rates in recessions.

- *Hiring Public Sector Employees:* The interim final rule states explicitly that recipients may use funds to restore their workforces up to pre-pandemic levels. Treasury believes that this statement is beneficial because it eliminates any uncertainty that could cause delays or otherwise negatively impact restoring public sector workforces (which, at time of publication, remain significantly below pre-pandemic levels).

Finally, the interim final rule aims to promote and streamline the provision of assistance to individuals and communities in greatest need,

particularly communities that have been historically disadvantaged and have experienced disproportionate impacts of the COVID-19 crisis. Targeting relief is in line with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government,” which laid out an Administration-wide priority to support “equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality.”¹⁸⁵ To this end, the interim final rule enumerates a list of services that may be provided using Fiscal Recovery Funds in low-income areas to address the disproportionate impacts of the pandemic in these communities; establishes the characteristics of essential workers eligible for premium pay and encouragement to serve workers based on financial need; provides that recipients may use Fiscal Recovery Funds to restore (to pre-pandemic levels) state and local workforces, where women and people of color are disproportionately represented;¹⁸⁶ and targets investments in broadband infrastructure to unserved and underserved areas. Collectively, these provisions will promote use of resources to facilitate the provision of assistance to individuals and communities with the greatest need.

Analysis of Costs. This regulatory action will generate administrative costs relative to a pre-statutory baseline. This includes, chiefly, costs required to administer Fiscal Recovery Funds, oversee subrecipients and beneficiaries, and file periodic reports with Treasury. It also requires States to allocate Fiscal Recovery Funds to nonentitlement units, which are smaller units of local government that are statutorily required to receive their funds through States.

Treasury expects that the administrative burden associated with this program will be moderate for a grant program of its size. Treasury expects that most recipients receive direct or indirect funding from Federal Government programs and that many

have familiarity with how to administer and report on Federal funds or grant funding provided by other entities. In particular, States, territories, and large localities will have received funds from the CRF and Treasury expects them to rely heavily on established processes developed last year or through prior grant funding, mitigating burden on these governments.

Treasury expects to provide technical assistance to defray the costs of administration of Fiscal Recovery Funds to further mitigate burden. In making implementation choices, Treasury has hosted numerous consultations with a diverse range of direct recipients—States, small cities, counties, and Tribal governments—along with various communities across the United States, including those that are underserved. Treasury lacks data to estimate the precise extent to which this interim final rule generates administrative burden for State, local, and Tribal governments, but seeks comment to better estimate and account for these costs, as well as on ways to lessen administrative burdens.

Executive Order 13132

Executive Order 13132 (entitled Federalism) prohibits an agency from publishing any rule that has federalism implications if the rule either imposes substantial, direct compliance costs on State, local, and Tribal governments, and is not required by statute, or preempts state law, unless the agency meets the consultation and funding requirements of section 6 of the Executive order. This interim final rule does not have federalism implications within the meaning of the Executive order and does not impose substantial, direct compliance costs on State, local, and Tribal governments or preempt state law within the meaning of the Executive order. The compliance costs are imposed on State, local, and Tribal governments by sections 602 and 603 of the Social Security Act, as enacted by the ARPA. Notwithstanding the above, Treasury has engaged in efforts to consult and work cooperatively with affected State, local, and Tribal government officials and associations in the process of developing the interim final rule. Pursuant to the requirements set forth in section 8(a) of Executive Order 13132, Treasury certifies that it has complied with the requirements of Executive Order 13132.

Administrative Procedure Act

The Administrative Procedure Act (APA), 5 U.S.C. 551 *et seq.*, generally requires public notice and an opportunity for comment before a rule

¹⁸⁵ Executive Order on Advancing Racial Equity and Support for Underserved Communities through the Federal Government (Jan. 20, 2021) (86 FR 7009, January 25, 2021), <https://www.whitehouse.gov/briefing-room/presidential-actions/2021/01/20/executive-order-advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government/> (last visited May 9, 2021).

¹⁸⁶ David Cooper, Mary Gable & Algernon Austin, Economic Policy Institute Briefing Paper, The Public-Sector Jobs Crisis: Women and African Americans hit hardest by job losses in state and local governments, <https://www.epi.org/publication/bp339-public-sector-jobs-crisis> (last visited May 9, 2021).

becomes effective. However, the APA provides that the requirements of 5 U.S.C. 553 do not apply “to the extent that there is involved . . . a matter relating to agency . . . grants.” The interim final rule implements statutory conditions on the eligible uses of the Fiscal Recovery Funds grants, and addresses the payment of those funds, the reporting on uses of funds, and potential consequences of ineligible uses. The rule is thus “both clearly and directly related to a federal grant program.” *National Wildlife Federation v. Snow*, 561 F.2d 227, 232 (D.C. Cir. 1976). The rule sets forth the “process necessary to maintain state . . . eligibility for federal funds,” *id.*, as well as the “method[s] by which states can . . . qualify for federal aid,” and other “integral part[s] of the grant program,” *Center for Auto Safety v. Tiemann*, 414 F. Supp. 215, 222 (D.D.C. 1976). As a result, the requirements of 5 U.S.C. 553 do not apply.

The APA also provides an exception to ordinary notice-and-comment procedures “when the agency for good cause finds (and incorporates the finding and a brief statement of reasons therefor in the rules issued) that notice and public procedure thereon are impracticable, unnecessary, or contrary to the public interest.” 5 U.S.C. 553(b)(3)(B); *see also* 5 U.S.C. 553(d)(3) (creating an exception to the requirement of a 30-day delay before the effective date of a rule “for good cause found and published with the rule”). Assuming 5 U.S.C. 553 applied, Treasury would still have good cause under sections 553(b)(3)(B) and 553(d)(3) for not undertaking section 553’s requirements. The ARPA is a law responding to a historic economic and

public health emergency; it is “extraordinary” legislation about which “both Congress and the President articulated a profound sense of ‘urgency.’” *Petry v. Block*, 737 F.2d 1193, 1200 (D.C. Cir. 1984). Indeed, several provisions implemented by this interim final rule (sections 602(c)(1)(A) and 603(c)(1)(A)) explicitly provide funds to “respond to the public health emergency,” and the urgency is further exemplified by Congress’s command (in sections 602(b)(6)(B) and 603(b)(7)(A)) that, “[t]o the extent practicable,” funds must be provided to Tribes and cities “not later than 60 days after the date of enactment.” *See Philadelphia Citizens in Action v. Schweiker*, 669 F.2d 877, 884 (3d Cir. 1982) (finding good cause under circumstances, including statutory time limits, where APA procedures would have been “virtually impossible”). Finally, there is an urgent need for States to undertake the planning necessary for sound fiscal policymaking, which requires an understanding of how funds provided under the ARPA will augment and interact with existing budgetary resources and tax policies. Treasury understands that many states require immediate rules on which they can rely, especially in light of the fact that the ARPA “covered period” began on March 3, 2021. The statutory urgency and practical necessity are good cause to forego the ordinary requirements of notice-and-comment rulemaking.

Congressional Review Act

The Administrator of OIRA has determined that this is a major rule for purposes of Subtitle E of the Small Business Regulatory Enforcement and Fairness Act of 1996 (also known as the

Congressional Review Act or CRA) (5 U.S.C. 804(2) *et seq.*). Under the CRA, a major rule takes effect 60 days after the rule is published in the **Federal Register**. 5 U.S.C. 801(a)(3). Notwithstanding this requirement, the CRA allows agencies to dispense with the requirements of section 801 when the agency for good cause finds that such procedure would be impracticable, unnecessary, or contrary to the public interest and the rule shall take effect at such time as the agency promulgating the rule determines. 5 U.S.C. 808(2). Pursuant to section 808(2), for the reasons discussed above, Treasury for good cause finds that a 60-day delay to provide public notice is impracticable and contrary to the public interest.

Paperwork Reduction Act

The information collections associated with State, territory, local, and Tribal government applications materials necessary to receive Fiscal Recovery Funds (*e.g.*, payment information collection and acceptance of award terms) have been reviewed and approved by OMB pursuant to the Paperwork Reduction Act (44 U.S.C. chapter 35) (PRA) emergency processing procedures and assigned control number 1505–0271. The information collections related to ongoing reporting requirements, as discussed in this interim final rule, will be submitted to OMB for emergency processing in the near future. Under the PRA, an agency may not conduct or sponsor and a respondent is not required to respond to, an information collection unless it displays a valid OMB control number.

Estimates of hourly burden under this program are set forth in the table below. Burden estimates below are preliminary.

Reporting	Number of respondents (estimated)	Number of responses per respondent	Total responses	Hours per response	Total burden in hours	Cost to respondent (\$48.80 per hour*)
Recipient Payment Form	5,050	1	5,050	.25 (15 minutes) ...	1,262.5	\$61,610
Acceptance of Award Terms	5,050	1	5,050	.25 (15 minutes) ...	1,262.5	61,610
Title VI Assurances	5,050	1	5,050	.50 (30 minutes) ...	2,525	123,220
Quarterly Project and Expenditure Report.	5,050	4***	20,200	25	505,000	24,644,000
Annual Project and Expenditure Report from NEUs.	TBD	1 per year	† 20,000–40,000	15	300,000–600,000	14,640,000–29,280,000
Annual Recovery Plan Performance report.	418	1 per year	418	100	41,800	2,039,840
Total	(**)	N/A	55,768–75,768	141	851,850–1,151,850	41,570,280–56,210,280

*Bureau of Labor Statistics, U.S. Department of Labor, Occupational Outlook Handbook, Accountants and Auditors, on the internet at <https://www.bls.gov/ooh/business-and-financial/accountants-and-auditors.htm> (visited March 28, 2020). Base wage of \$33.89/hour increased by 44 percent to account for fully loaded employer cost of employee compensation (benefits, etc.) for a fully loaded wage rate of \$48.80.

**5,050–TBD.

***Per year after first year.

† (Estimate only).

Periodic reporting is required by section 602(c) of Section VI of the Social Security Act and under the interim final rule.

As discussed in Section VIII of this **SUPPLEMENTARY INFORMATION**, recipients of Fiscal Recovery Funds will be required to submit one interim report

and thereafter quarterly Project and Expenditure reports until the end of the award period. Recipients must submit interim reports to Treasury by August

31, 2021. The quarterly Project and Expenditure reports will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of the award funds.

Nonentitlement unit recipients will be required to submit annual Project and Expenditure reports until the end of the award period. The initial annual Project and Expenditure report for Nonentitlement unit recipients must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year. States, territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to submit an annual Recovery Plan Performance report to Treasury. The Recovery Plan Performance report will include descriptions of the projects funded and information on the performance indicators and objectives of the award. Each annual Recovery Plan Performance report must be posted on the public-facing website of the recipient. Treasury will provide additional guidance and instructions on all the reporting requirements outlined above for the Fiscal Recovery Funds program at a later date.

These and related periodic reporting requirements are under consideration and will be submitted to OMB for approval under the PRA emergency provisions in the near future.

Treasury invites comments on all aspects of the reporting and recordkeeping requirements including: (a) Whether the collection of information is necessary for the proper performance of the functions of the agency, including whether the information has practical utility; (b) the accuracy of the estimate of the burden of the collection of information; (c) ways to enhance the quality, utility, and clarity of the information to be collected; (d) ways to minimize the burden of the collection of information; and (e) estimates of capital or start-up costs and costs of operation, maintenance, and purchase of services to provide information. Comments should be sent by the comment deadline to the www.regulations.gov docket with a copy to the Office of Information and Regulatory Affairs, U.S. Office of Management and Budget, 725 17th Street NW, Washington, DC 20503; or email to oira_submission@omb.eop.gov.

Regulatory Flexibility Analysis

The Regulatory Flexibility Act (RFA) generally requires that when an agency issues a proposed rule, or a final rule

pursuant to section 553(b) of the Administrative Procedure Act or another law, the agency must prepare a regulatory flexibility analysis that meets the requirements of the RFA and publish such analysis in the **Federal Register**. 5 U.S.C. 603, 604.

Rules that are exempt from notice and comment under the APA are also exempt from the RFA requirements, including the requirement to conduct a regulatory flexibility analysis, when among other things the agency for good cause finds that notice and public procedure are impracticable, unnecessary, or contrary to the public interest. Since this rule is exempt from the notice and comment requirements of the APA, Treasury is not required to conduct a regulatory flexibility analysis.

List of Subjects in 31 CFR Part 35

Executive compensation, Public health emergency, State and local governments, Tribal governments.

For the reasons stated in the preamble, the Department of the Treasury amends 31 CFR part 35 as follows:

PART 35—PANDEMIC RELIEF PROGRAMS

- 1. The authority citation for part 35 is revised to read as follows:

Authority: 42 U.S.C. 802(f); 42 U.S.C. 803(f); 31 U.S.C. 321; Division N, Title V, Subtitle B, Pub. L. 116–260, 134 Stat. 1182; Section 104A, Pub. L. 103–325, 108 Stat. 2160, as amended (12 U.S.C. 4701 *et seq.*); Pub. L. 117–2, 135 Stat. 4 (42 U.S.C. 802 *et seq.*).

- 2. Revise the part heading to read as set forth above.

- 3. Add subpart A to read as follows:

Subpart A—Coronavirus State and Local Fiscal Recovery Funds

Sec.

- 35.1 Purpose.
- 35.2 Applicability.
- 35.3 Definitions.
- 35.4 Reservation of authority, reporting.
- 35.5 Use of funds.
- 35.6 Eligible uses.
- 35.7 Pensions.
- 35.8 Tax.
- 35.9 Compliance with applicable laws.
- 35.10 Recoupment.
- 35.11 Payments to States.
- 35.12 Distributions to nonentitlement units of local government and units of general local government.

§ 35.1 Purpose.

This subpart implements section 9901 of the American Rescue Plan Act (Subtitle M of Title IX of Pub. L. 117–2), which amends Title VI of the Social Security Act (42 U.S.C. 801 *et*

seq.) by adding sections 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund.

§ 35.2 Applicability.

This subpart applies to States, territories, Tribal governments, metropolitan cities, nonentitlement units of local government, counties, and units of general local government that accept a payment or transfer of funds made under section 602 or 603 of the Social Security Act.

§ 35.3 Definitions.

As used in this subpart:

Baseline means tax revenue of the recipient for its fiscal year ending in 2019, adjusted for inflation in each reporting year using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States.

County means a county, parish, or other equivalent county division (as defined by the Census Bureau).

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (Federal and State), workers' compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes).

Covered change means a change in law, regulation, or administrative interpretation. A change in law includes any final legislative or regulatory action, a new or changed administrative interpretation, and the phase-in or taking effect of any statute or rule if the phase-in or taking effect was not prescribed prior to the start of the covered period.

Covered period means, with respect to a State, Territory, or Tribal government, the period that:

- (1) Begins on March 3, 2021; and
- (2) Ends on the last day of the fiscal year of such State, Territory, or Tribal government in which all funds received by the State, Territory, or Tribal government from a payment made under section 602 or 603 of the Social Security Act have been expended or returned to, or recovered by, the Secretary.

COVID–19 means the Coronavirus Disease 2019.

COVID–19 public health emergency means the period beginning on January 27, 2020 and until the termination of the national emergency concerning the COVID–19 outbreak declared pursuant to the National Emergencies Act (50 U.S.C. 1601 *et seq.*).

Deposit means an extraordinary payment of an accrued, unfunded liability. The term deposit does not refer to routine contributions made by an employer to pension funds as part of the employer's obligations related to payroll, such as either a pension contribution consisting of a normal cost component related to current employees or a component addressing the amortization of unfunded liabilities calculated by reference to the employer's payroll costs.

Eligible employer means an employer of an eligible worker who performs essential work.

Eligible workers means workers needed to maintain continuity of operations of essential critical infrastructure sectors, including health care; emergency response; sanitation, disinfection, and cleaning work; maintenance work; grocery stores, restaurants, food production, and food delivery; pharmacy; biomedical research; behavioral health work; medical testing and diagnostics; home- and community-based health care or assistance with activities of daily living; family or child care; social services work; public health work; vital services to Tribes; any work performed by an employee of a State, local, or Tribal government; educational work, school nutrition work, and other work required to operate a school facility; laundry work; elections work; solid waste or hazardous materials management, response, and cleanup work; work requiring physical interaction with patients; dental care work; transportation and warehousing; work at hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment; work in a mortuary; work in critical clinical research, development, and testing necessary for COVID-19 response.

(1) With respect to a recipient that is a metropolitan city, nonentitlement unit of local government, or county, workers in any additional sectors as each chief executive officer of such recipient may designate as critical to protect the health and well-being of the residents of their metropolitan city, nonentitlement unit of local government, or county; or

(2) With respect to a State, Territory, or Tribal government, workers in any additional sectors as each Governor of a State or Territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, Territory, or Tribal government.

Essential work means work that:

- (1) Is not performed while teleworking from a residence; and
- (2) Involves:

(i) Regular in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or

(ii) Regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work.

Funds means, with respect to a recipient, amounts provided to the recipient pursuant to a payment made under section 602(b) or 603(b) of the Social Security Act or transferred to the recipient pursuant to section 603(c)(4) of the Social Security Act.

General revenue means money that is received from tax revenue, current charges, and miscellaneous general revenue, excluding refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and intergovernmental transfers from the Federal Government, including transfers made pursuant to section 9901 of the American Rescue Plan Act. General revenue does not include revenues from utilities. Revenue from Tribal business enterprises must be included in general revenue.

Intergovernmental transfers means money received from other governments, including grants and shared taxes.

Metropolitan city has the meaning given that term in section 102(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(4)) and includes cities that relinquish or defer their status as a metropolitan city for purposes of receiving allocations under section 106 of such Act (42 U.S.C. 5306) for fiscal year 2021.

Net reduction in total spending is measured as the State or Territory's total spending for a given reporting year excluding its spending of funds, subtracted from its total spending for its fiscal year ending in 2019, adjusted for inflation using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States.

Nonentitlement unit of local government means a "city," as that term is defined in section 102(a)(5) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(5)), that is not a metropolitan city.

Nonprofit means a nonprofit organization that is exempt from Federal income taxation and that is described in section 501(c)(3) of the Internal Revenue Code.

Obligation means an order placed for property and services and entering into

contracts, subawards, and similar transactions that require payment.

Pension fund means a defined benefit plan and does not include a defined contribution plan.

Premium pay means an amount of up to \$13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency. Such amount may not exceed \$25,000 with respect to any single eligible worker. Premium pay will be considered to be in addition to wages or remuneration the eligible worker otherwise receives if, as measured on an hourly rate, the premium pay is:

(1) With regard to work that the eligible worker previously performed, pay and remuneration equal to the sum of all wages and remuneration previously received plus up to \$13 per hour with no reduction, substitution, offset, or other diminishment of the eligible worker's previous, current, or prospective wages or remuneration; or

(2) With regard to work that the eligible worker continues to perform, pay of up to \$13 that is in addition to the eligible worker's regular rate of wages or remuneration, with no reduction, substitution, offset, or other diminishment of the workers' current and prospective wages or remuneration.

Qualified census tract has the same meaning given in 26 U.S.C. 42(d)(5)(B)(ii)(I).

Recipient means a State, Territory, Tribal government, metropolitan city, nonentitlement unit of local government, county, or unit of general local government that receives a payment made under section 602(b) or 603(b) of the Social Security Act or transfer pursuant to section 603(c)(4) of the Social Security Act.

Reporting year means a single year or partial year within the covered period, aligned to the current fiscal year of the State or Territory during the covered period.

Secretary means the Secretary of the Treasury.

State means each of the 50 States and the District of Columbia.

Small business means a business concern or other organization that:

- (1) Has no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates; and
- (2) Is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632).

Tax revenue means revenue received from a compulsory contribution that is exacted by a government for public purposes excluding refunds and corrections and, for purposes of § 35.8, intergovernmental transfers. Tax revenue does not include payments for a special privilege granted or service rendered, employee or employer assessments and contributions to finance retirement and social insurance trust systems, or special assessments to pay for capital improvements.

Territory means the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, or American Samoa.

Tribal enterprise means a business concern:

(1) That is wholly owned by one or more Tribal governments, or by a corporation that is wholly owned by one or more Tribal governments; or

(2) That is owned in part by one or more Tribal governments, or by a corporation that is wholly owned by one or more Tribal governments, if all other owners are either United States citizens or small business concerns, as these terms are used and consistent with the definitions in 15 U.S.C. 657a(b)(2)(D).

Tribal government means the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published by the Bureau of Indian Affairs on January 29, 2021, pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131).

Unemployment rate means the U-3 unemployment rate provided by the Bureau of Labor Statistics as part of the Local Area Unemployment Statistics program, measured as total unemployment as a percentage of the civilian labor force.

Unemployment trust fund means an unemployment trust fund established under section 904 of the Social Security Act (42 U.S.C. 1104).

Unit of general local government has the meaning given to that term in section 102(a)(1) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(1)).

Unserved and underserved households or businesses means one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

§ 35.4 Reservation of authority, reporting.

(a) *Reservation of authority.* Nothing in this subpart shall limit the authority of the Secretary to take action to enforce conditions or violations of law, including actions necessary to prevent evasions of this subpart.

(b) *Extensions or accelerations of timing.* The Secretary may extend or accelerate any deadline or compliance date of this subpart, including reporting requirements that implement this subpart, if the Secretary determines that such extension or acceleration is appropriate. In determining whether an extension or acceleration is appropriate, the Secretary will consider the period of time that would be extended or accelerated and how the modified timeline would facilitate compliance with this subpart.

(c) *Reporting and requests for other information.* During the covered period, recipients shall provide to the Secretary periodic reports providing detailed accounting of the uses of funds, all modifications to a State or Territory's tax revenue sources, and such other information as the Secretary may require for the administration of this section. In addition to regular reporting requirements, the Secretary may request other additional information as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of this subpart. False statements or claims made to the Secretary 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.

§ 35.5 Use of funds.

(a) *In general.* A recipient may only use funds to cover costs incurred during the period beginning March 3, 2021, and ending December 31, 2024, for one or more of the purposes enumerated in sections 602(c)(1) and 603(c)(1) of the Social Security Act, as applicable, including those enumerated in section § 35.6, subject to the restrictions set forth in sections 602(c)(2) and 603(c)(2) of the Social Security Act, as applicable.

(b) *Costs incurred.* A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by December 31, 2024.

(c) *Return of funds.* A recipient must return any funds not obligated by December 31, 2024, and any funds not expended to cover such obligations by December 31, 2026.

§ 35.6 Eligible uses.

(a) *In general.* Subject to §§ 35.7 and 35.8, a recipient may use funds for one or more of the purposes described in paragraphs (b) through (e) of this section

(b) *Responding to the public health emergency or its negative economic impacts.* A recipient may use funds to respond to the public health emergency or its negative economic impacts, including for one or more of the following purposes:

(1) *COVID-19 response and prevention.* Expenditures for the mitigation and prevention of COVID-19, including:

(i) Expenses related to COVID-19 vaccination programs and sites, including staffing, acquisition of equipment or supplies, facilities costs, and information technology or other administrative expenses;

(ii) COVID-19-related expenses of public hospitals, clinics, and similar facilities;

(iii) COVID-19 related expenses in congregate living facilities, including skilled nursing facilities, long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities;

(iv) Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs and other capital investments in public facilities to meet COVID-19-related operational needs;

(v) Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs and other capital investments in public facilities to meet COVID-19-related operational needs;

(vi) Costs of providing COVID-19 testing and monitoring, contact tracing, and monitoring of case trends and genomic sequencing for variants;

(vii) Emergency medical response expenses, including emergency medical transportation, related to COVID-19;

(viii) Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment;

(ix) Expenses for communication related to COVID-19 vaccination programs and communication or enforcement by recipients of public health orders related to COVID-19;

(x) Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment;

(xi) Expenses for disinfection of public areas and other facilities in

response to the COVID-19 public health emergency;

(xii) Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety;

(xiii) Expenses for quarantining or isolation of individuals;

(xiv) Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions;

(xv) Expenses for treatment of the long-term symptoms or effects of COVID-19, including post-intensive care syndrome;

(xvi) Expenses for the improvement of ventilation systems in congregate settings, public health facilities, or other public facilities;

(xvii) Expenses related to establishing or enhancing public health data systems; and

(xviii) Mental health treatment, substance misuse treatment, and other behavioral health services.

(2) *Public health and safety staff.*

Payroll and covered benefit expenses for public safety, public health, health care, human services, and similar employees to the extent that the employee's time is spent mitigating or responding to the COVID-19 public health emergency.

(3) *Hiring State and local government staff.* Payroll, covered benefit, and other costs associated with the recipient increasing the number of its employees up to the number of employees that it employed on January 27, 2020.

(4) *Assistance to unemployed workers.* Assistance, including job training, for individuals who want and are available for work, including those who have looked for work sometime in the past 12 months or who are employed part time but who want and are available for full-time work.

(5) *Contributions to State unemployment insurance trust funds.* Contributions to an unemployment trust fund up to the level required to restore the unemployment trust fund to its balance on January 27, 2020 or to pay back advances received under Title XII of the Social Security Act (42 U.S.C. 1321) for the payment of benefits between January 27, 2020 and May 17, 2021.

(6) *Small businesses.* Assistance to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, that responds to the negative economic impacts of the COVID-19 public health emergency.

(7) *Nonprofits.* Assistance to nonprofit organizations, including loans, grants, in-kind assistance, technical assistance

or other services, that responds to the negative economic impacts of the COVID-19 public health emergency.

(8) *Assistance to households.*

Assistance programs, including cash assistance programs, that respond to the COVID-19 public health emergency.

(9) *Aid to impacted industries.* Aid to tourism, travel, hospitality, and other impacted industries that responds to the negative economic impacts of the COVID-19 public health emergency.

(10) *Expenses to improve efficacy of public health or economic relief programs.* Administrative costs associated with the recipient's COVID-19 public health emergency assistance programs, including services responding to the COVID-19 public health emergency or its negative economic impacts, that are not federally funded.

(11) *Survivor's benefits.* Benefits for the surviving family members of individuals who have died from COVID-19, including cash assistance to widows, widowers, or dependents of individuals who died of COVID-19.

(12) *Disproportionately impacted populations and communities.* A program, service, or other assistance that is provided in a qualified census tract, that is provided to households and populations living in a qualified census tract, that is provided by a Tribal government, or that is provided to other households, businesses, or populations disproportionately impacted by the COVID-19 public health emergency, such as:

(i) Programs or services that facilitate access to health and social services, including:

(A) Assistance accessing or applying for public benefits or services;

(B) Remediation of lead paint or other lead hazards; and

(C) Community violence intervention programs;

(ii) Programs or services that address housing insecurity, lack of affordable housing, or homelessness, including:

(A) Supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless;

(B) Development of affordable housing to increase supply of affordable and high-quality living units; and

(C) Housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity and to reduce concentrated areas of low economic opportunity;

(iii) Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on education, including:

(A) New or expanded early learning services;

(B) Assistance to high-poverty school districts to advance equitable funding across districts and geographies; and

(C) Educational and evidence-based services to address the academic, social, emotional, and mental health needs of students; and

(iv) Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on childhood health or welfare, including:

(A) New or expanded childcare;

(B) Programs to provide home visits by health professionals, parent educators, and social service professionals to individuals with young children to provide education and assistance for economic support, health needs, or child development; and

(C) Services for child welfare-involved families and foster youth to provide support and education on child development, positive parenting, coping skills, or recovery for mental health and substance use.

(c) *Providing premium pay to eligible workers.* A recipient may use funds to provide premium pay to eligible workers of the recipient who perform essential work or to provide grants to eligible employers, provided that any premium pay or grants provided under this paragraph (c) must respond to eligible workers performing essential work during the COVID-19 public health emergency. A recipient uses premium pay or grants provided under this paragraph (c) to respond to eligible workers performing essential work during the COVID-19 public health emergency if it prioritizes low- and moderate-income persons. The recipient must provide, whether for themselves or on behalf of a grantee, a written justification to the Secretary of how the premium pay or grant provided under this paragraph (c) responds to eligible workers performing essential work if the premium pay or grant would increase an eligible worker's total wages and remuneration above 150 percent of such eligible worker's residing State's average annual wage for all occupations or their residing county's average annual wage, whichever is higher.

(d) *Providing government services.* For the provision of government services to the extent of a reduction in the recipient's general revenue, calculated according to paragraphs (d)(1) and (2) of this section.

(1) *Frequency.* A recipient must calculate the reduction in its general revenue using information as-of December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023 (each, a calculation date) and following each calculation date.

(2) *Calculation.* A reduction in a recipient's general revenue equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{\frac{n_t}{12}}] - \text{Actual General Revenue}_t; 0 \}$$

Where:

Base Year Revenue is the recipient's general revenue for the most recent full fiscal year prior to the COVID-19 public health emergency;

Growth Adjustment is equal to the greater of 4.1 percent (or 0.041) and the recipient's average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

n equals the number of months elapsed from the end of the base year to the calculation date.

Actual General Revenue is a recipient's actual general revenue collected during 12-month period ending on each calculation date;

Subscript *t* denotes the specific calculation date.

(e) *To make necessary investments in infrastructure.* A recipient may use funds to make investments in:

(1) *Clean Water State Revolving Fund and Drinking Water State Revolving Fund investments.* Projects or activities of the type that would be eligible under section 603(c) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c)) or section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12); or,

(2) *Broadband.* Broadband infrastructure that is designed to provide service to unserved or underserved households and businesses and that is designed to, upon completion:

(i) Reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or

(ii) In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, to provide service meeting the standards set forth in paragraph (e)(2)(i) of this section:

(A) Reliably meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed; and

(B) Be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

§ 35.7 Pensions.

A recipient may not use funds for deposit into any pension fund.

§ 35.8 Tax.

(a) *Restriction.* A State or Territory shall not use funds to either directly or indirectly offset a reduction in the net tax revenue of the State or Territory

resulting from a covered change during the covered period.

(b) *Violation.* Treasury will consider a State or Territory to have used funds to offset a reduction in net tax revenue if, during a reporting year:

(1) *Covered change.* The State or Territory has made a covered change that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of reducing tax revenue relative to current law;

(2) *Exceeds the de minimis threshold.* The aggregate amount of the measured or predicted reductions in tax revenue caused by covered changes identified under paragraph (b)(1) of this section, in the aggregate, exceeds 1 percent of the State's or Territory's baseline;

(3) *Reduction in net tax revenue.* The State or Territory reports a reduction in net tax revenue, measured as the difference between actual tax revenue and the State's or Territory's baseline, each measured as of the end of the reporting year; and

(4) *Consideration of other changes.* The aggregate amount of measured or predicted reductions in tax revenue caused by covered changes is greater than the sum of the following, in each case, as calculated for the reporting year:

(i) The aggregate amount of the expected increases in tax revenue caused by one or more covered changes that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of increasing tax revenue; and

(ii) Reductions in spending, up to the amount of the State's or Territory's net reduction in total spending, that are in:

(A) Departments, agencies, or authorities in which the State or Territory is not using funds; and

(B) Departments, agencies, or authorities in which the State or Territory is using funds, in an amount equal to the value of the spending cuts in those departments, agencies, or authorities, minus funds used.

(c) *Amount and revenue reduction cap.* If a State or Territory is considered to be in violation pursuant to paragraph (b) of this section, the amount used in violation of paragraph (a) of this section is equal to the lesser of:

(1) The reduction in net tax revenue of the State or Territory for the reporting year, measured as the difference between the State's or Territory's baseline and its actual tax revenue, each measured as of the end of the reporting year; and,

(2) The aggregate amount of the reductions in tax revenues caused by covered changes identified in paragraph (b)(1) of this section, minus the sum of the amounts in identified in paragraphs (b)(4)(i) and (ii).

§ 35.9 Compliance with applicable laws.

A recipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and a recipient shall provide for compliance with the American Rescue Plan Act, this subpart, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds.

§ 35.10 Recoupment.

(a) *Identification of violations*—(1) *In general.* Any amount used in violation of § 35.5, § 35.6, or § 35.7 may be identified at any time prior to December 31, 2026.

(2) *Annual reporting of amounts of violations.* On an annual basis, a recipient that is a State or Territory must calculate and report any amounts used in violation of § 35.8.

(b) *Calculation of amounts subject to recoupment*—(1) *In general.* Except as provided in paragraph (b)(2) of this section, Treasury will calculate any amounts subject to recoupment resulting from a violation of § 35.5, § 35.6, or § 35.7 as the amounts used in violation of such restrictions.

(2) *Violations of § 35.8.* Treasury will calculate any amounts subject to recoupment resulting from a violation of § 35.8, equal to the lesser of:

(i) The amount set forth in § 35.8(c); and,

(ii) The amount of funds received by such recipient.

(c) *Notice.* If Treasury calculates an amount subject to recoupment under paragraph (b) of this section, Treasury will provide the recipient a written notice of the amount subject to recoupment along with an explanation of such amounts.

(d) *Request for reconsideration.* Unless Treasury extends the time period, within 60 calendar days of receipt of a notice of recoupment provided under paragraph (c) of this section, a recipient may submit a written request to Treasury requesting reconsideration of any amounts subject to recoupment under paragraph (b) of this section. To request reconsideration of any amounts subject to recoupment, a recipient must submit to Treasury a written request that includes:

(1) An explanation of why the recipient believes all or some of the amount should not be subject to recoupment; and

(2) A discussion of supporting reasons, along with any additional information.

(e) *Final amount subject to recoupment.* Unless Treasury extends the time period, within 60 calendar days of receipt of the recipient's request for reconsideration provided pursuant to paragraph (d) of this section, the recipient will be notified of the Secretary's decision to affirm, withdraw, or modify the notice of recoupment. Such notification will include an explanation of the decision, including responses to the recipient's supporting reasons and consideration of additional information provided.

(f) *Repayment of funds.* Unless Treasury extends the time period, a recipient shall repay to the Secretary any amounts subject to recoupment in accordance with instructions provided by Treasury:

(1) Within 120 calendar days of receipt of the notice of recoupment provided under paragraph (c) of this section, in the case of a recipient that does not submit a request for reconsideration in accordance with the

requirements of paragraph (d) of this section; or

(2) Within 120 calendar days of receipt of the Secretary's decision under paragraph (e) of this section, in the case of a recipient that submits a request for reconsideration in accordance with the requirements of paragraph (d) of this section.

§ 35.11 Payments to States.

(a) *In general.* With respect to any State or Territory that has an unemployment rate as of the date that it submits an initial certification for payment of funds pursuant to section 602(d)(1) of the Social Security Act that is less than two percentage points above its unemployment rate in February 2020, the Secretary will withhold 50 percent of the amount of funds allocated under section 602(b) of the Social Security Act to such State or territory until the date that is twelve months from the date such initial certification is provided to the Secretary.

(b) *Payment of withheld amount.* In order to receive the amount withheld under paragraph (a) of this section, the State or Territory must submit to the Secretary at least 30 days prior to the date referenced in paragraph (a) the following information:

(1) A certification, in the form provided by the Secretary, that such State or Territory requires the payment to carry out the activities specified in section 602(c) of the Social Security Act and will use the payment in compliance with section 602(c) of the Social Security Act; and,

(2) Any reports required to be filed by that date pursuant to this subpart that have not yet been filed.

§ 35.12 Distributions to nonentitlement units of local government and units of general local government.

(a) *Nonentitlement units of local government.* Each State or Territory that receives a payment from Treasury pursuant to section 603(b)(2)(B) of the Social Security Act shall distribute the amount of the payment to nonentitlement units of government in such State or Territory in accordance

with the requirements set forth in section 603(b)(2)(C) of the Social Security Act and without offsetting any debt owed by such nonentitlement units of local governments against such payments.

(b) *Budget cap.* A State or Territory may not make a payment to a nonentitlement unit of local government pursuant to section 603(b)(2)(C) of the Social Security Act and paragraph (a) of this section in excess of the amount equal to 75 percent of the most recent budget for the nonentitlement unit of local government as of January 27, 2020. A State or Territory shall permit a nonentitlement unit of local government without a formal budget as of January 27, 2020, to provide a certification from an authorized officer of the nonentitlement unit of local government of its most recent annual expenditures as of January 27, 2020, and a State or Territory may rely on such certification for purposes of complying with this paragraph (b).

(c) *Units of general local government.* Each State or Territory that receives a payment from Treasury pursuant to section 603(b)(3)(B)(ii) of the Social Security Act, in the case of an amount to be paid to a county that is not a unit of general local government, shall distribute the amount of the payment to units of general local government within such county in accordance with the requirements set forth in section 603(b)(3)(B)(ii) of the Social Security Act and without offsetting any debt owed by such units of general local government against such payments.

(d) *Additional conditions.* A State or Territory may not place additional conditions or requirements on distributions to nonentitlement units of local government or units of general local government beyond those required by section 603 of the Social Security Act or this subpart.

Laurie Schaffer,

Acting General Counsel.

[FR Doc. 2021-10283 Filed 5-13-21; 11:15 am]

BILLING CODE 4810-AK-P



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Ordinance No. 2021-022 <i>Karma Housing Rezoning - Withdrawn</i>		
Requested Action		
Recommend approval of the withdrawal request of Ordinance 2021-022.		
Staff Report		
The applicant has requested a withdrawal of the rezoning application.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Karma Rezoning Withdrawal Letter	Karma Rezoning Withdrawal Letter.pdf	
2. Legal ad 2021-22	Legal ad 2021-22.pdf	

John E. Kruse

From: Jennifer Cotch <jcotch@cmhlawyers.com>
Sent: Friday, October 15, 2021 10:59 AM
To: John E. Kruse
Cc: Rae Chidlow; Curt Henschel; Jimmy Crawford
Subject: RE: Karma Housing Rezoning

John,

Please accept this email as confirmation to withdrawal the Karma Housing applications until after the City Council has held its workshop on workforce housing. We understand that additional legal ad fees will be required, however our application fees will be waived if we re-apply within a reasonable amount of time after receiving direction from Council. If you have any questions or need anything further please let me know.

Have a great weekend!

Jennifer

Jennifer M. Cotch
Land Use Planner/Paralegal
Crawford, Modica & Holt
Chartered Attorneys at Law

Clermont Office:
702 W. Montrose St.
Clermont, FL 34711

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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 shall be given an opportunity to express their views on this matter.

ORDINANCE NO. 2021-022

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

LOCATION

Site located on the southwest corner State Road 50
and East Avenue

Alternate Key #1619432, 2697431, 2919761
3.04+/- Acres

LEGAL DESCRIPTION

ALL OF LOTS 1 THROUGH 20, BLOCK 8, ELLA VISTA HEIGHTS, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF CLERMONT, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THE PART OF LOT 20 CONVEYED TO THE STATE OF FLORIDA AS RECORDED IN O.R. BOOK 624, PAGE 449 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND LESS THE RIGHT OF WAY FOR STATE ROAD 50.

To amend Ordinance No. 2020-01 to increase density of the Planned Unit Development multifamily project from 36 units up to 54 units



This request will be considered by the Planning & Zoning Commission on Tuesday, September 7, 2021 at 6:30 P.M.

A public meeting to consider the request will be held before the City Council on Tuesday, September 14, 2021 at 6:30 P.M. for (Introduction) and on Tuesday, September 28, 2021 for (Final Adoption).

The meetings will be held at City Hall, first floor Council Chambers, located at 685 W. Montrose Street.

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

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, 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, December 14, 2021		
Agenda Item Name		
Ordinance No. 2021-024 <i>Final</i> <i>The Vue - Table</i>		
Requested Action		
Recommend to table Ordinance 2021-024 to January 11, 2022.		
Staff Report		
The staff is requesting additional time to work with the applicant.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2021-024 - The VUE CPA (11.23.2021 V2) - RF BL CC	Ord 2021-024 - The VUE CPA (11.23.2021 V2) - RF BL CC.pdf	
2. Legal ad 2021-24	Legal ad 2021-24.pdf	
3. TheVue	TheVue.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2021-024

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.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings to consider this amendment to the Future Land Use Map of the Comprehensive Plan and considered all written and oral comments, proposals and objections from the general public; and

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

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

A PORTION OF TRACTS 29 AND 30, MAP OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST LAKE COUNTY FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE(S) 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 01 07'06" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1372.13 FEET TO A POINT; THENCE NORTH 89 06'23" WEST, A DISTANCE OF 1322.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50. (RIGHT-



CITY OF CLERMONT
ORDINANCE NO. 2021-024

OF-WAY VARIES PER RIGHT-OF-WAY MAP SECTION 11070), SAID POINT BEING THE NORTHEAST CORNER OF SAID TRACT 19; NORTH 89 29'29" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, SAID. RIGHT-OF-WAY LINE ALSO BEING THE NORTH LINE OF AFORESAID TRACT 19, A DISTANCE OF 247.61 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50; THENCE DEPARTING SAID NORTH LINE OF TRACT 19 AND CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50, AS IT CURRENTLY EXISTS, RUN SOUTH 89 25'03" WEST, A DISTANCE OF 13.22 FEET TO A POINT, THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 00 31'43" EAST, A DISTANCE OF 810.31 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HOOK STREET, ACCORDING TO OFFICIAL RECORD BOOK 2010, PAGE 316 AS DESCRIBED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 00 31'43" EAST, A DISTANCE OF 488.84 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 30; THENCE ALONG SAID SOUTH LINE OF TRACT 30 RUN SOUTH 89 28'17" WEST, A DISTANCE OF 414.01 FEET TO A POINT ON THE LIMITS OF EXHIBIT "F", ACCORDING TO OFFICIAL RECORD BOOK 2011, PAGES 1374-1385, AS DESCRIBED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID EXHIBIT "F" RUN THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES:

(1) NORTH 10 08' 26"E, A DISTANCE OF 44.71 FEET; (2) NORTH 06 25' 18" EAST, A DISTANCE OF 96.44 FEET; (3) NORTH 04 35' 47" EAST, A DISTANCE OF 73.34 FEET; (4) NORTH 01 13' 39" WEST, A DISTANCE OF 50.70 FEET; (5) NORTH 08 35' 38" WEST, A DISTANCE OF 18.39 FEET; (6) NORTH 00 49' 27" WEST, A DISTANCE OF 31.39 FEET; (7) NORTH 04 06' 29" WEST, A DISTANCE OF 67.50 FEET; (8) NORTH 24 32' 13" WEST, A DISTANCE OF 40.66 FEET; (9) NORTH 48 54' 30" WEST, A DISTANCE OF 20.21 FEET; (10) NORTH 56 25' 05" WEST, A DISTANCE OF 31.65 FEET; THENCE RUN (11) NORTH 64 21' 22" WEST, A DISTANCE OF 32.96 FEET; (12) NORTH 76 08' 43" WEST, A DISTANCE OF 49.91 FEET; THENCE RUN (14) NORTH 84 09' 50" WEST, A DISTANCE OF 73.93 FEET; (15) SOUTH 82 00' 50" WEST, A DISTANCE OF 88.19 FEET; THENCE RUN (16) SOUTH 74 59' 30" WEST, A DISTANCE OF 79.78 FEET; (17) SOUTH 59 52' 00" WEST, A DISTANCE OF 67.76 FEET; THENCE RUN (17) SOUTH 67 38' 10" WEST, A DISTANCE OF 55.50 FEET; (18) SOUTH 65 13' 47" WEST, A DISTANCE OF 125.15 FEET; THENCE RUN (19) SOUTH 72 17' 15" WEST, A DISTANCE OF 85.35 FEET TO A POINT SAID POINT BEING A POINT ON THE CENTERLINE OF A UNNAMED RIGHT-OF-WAY, MAP OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST LAKE COUNTY FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE(S) 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING VACATED PER CITY ORDINANCE NUMBER. 2016-21;

THENCE DEPARTING SAID LINE OF EXHIBIT "F", AND ALONG SAID CENTERLINE OF VACATED UNNAMED RIGHT-OF-WAY RUN NORTH 00 15'44" EAST, A DISTANCE OF 146.25 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF HOOK STREET, SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1650.00 FEET, TOGETHER WITH A CHORD BEARING OF NORTH 88 38'03" EAST AND DISTANCE OF 1073.30, AND A CENTRAL ANGLE OF 37 57'48"; THENCE

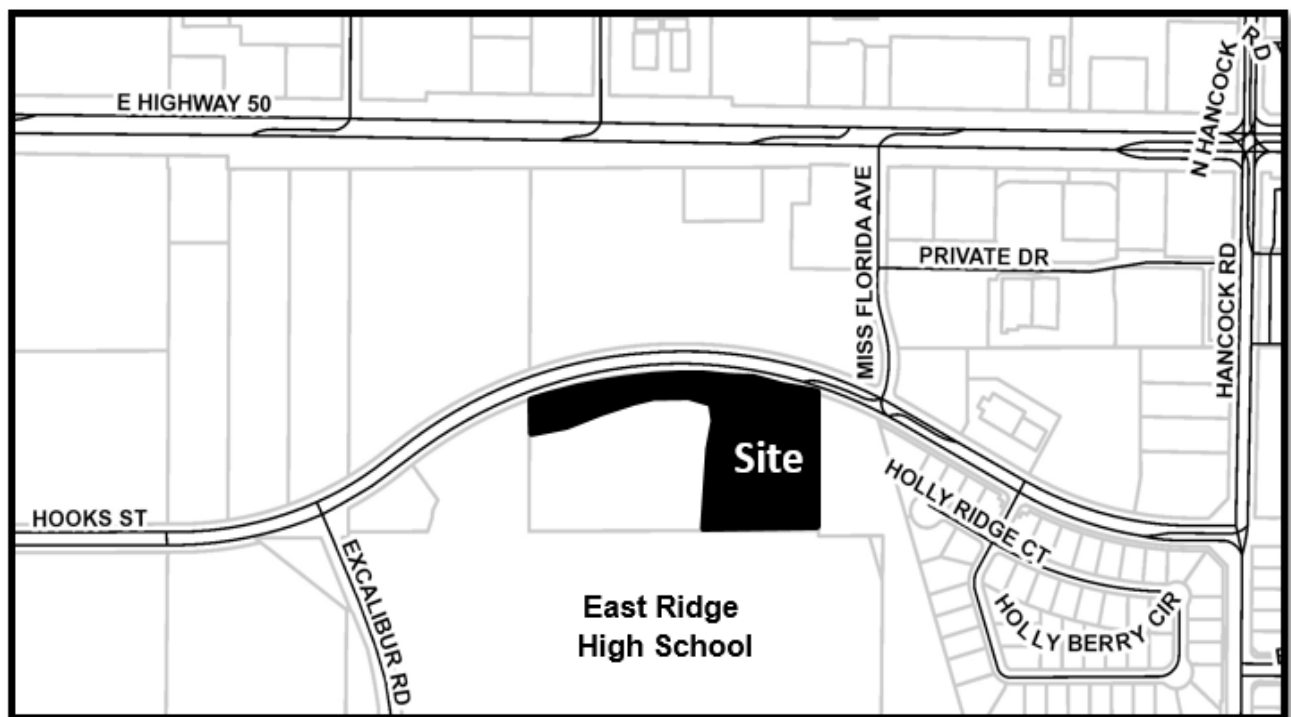
CITY OF CLERMONT
ORDINANCE NO. 2021-024

DEPARTING SAID CENTERLINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE RUN ALONG SAID CURVE A DISTANCE OF 1093.26 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 288,770.80 SQ. FT. OR 6.63 ACRES

LOCATION

Site located southwest of the Miss Florida Avenue and Hooks Street intersection,
directly north of the East Ridge High School baseball field.
Portion of Alternate Key #3905347



CHANGE IN FUTURE LAND USE DESIGNATION:

FROM: LOW DENSITY RESIDENTIAL

TO: COMMERCIAL

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.



CITY OF CLERMONT
ORDINANCE NO. 2021-024

SECTION 3: 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 4: 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 5: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2021-024

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of December 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE Small Scale Comprehensive Plan Amendment ORDINANCE NO. 2021-024

The Clermont Planning and Zoning Commission will hold a public meeting on Tuesday, September 7, 2021 at 6:30 P. M., and a public meeting will be held before the Clermont City Council on Tuesday, September 28, 2021 at 6:30 P.M. for the (final reading of the adoption ordinance) to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 6.63 +/- acre parcel below from Clermont Low Density Residential to Clermont Commercial Land Use Designation. (Portion of Alternate Key #3905347).



Location:

Site located west of the Miss Florida Avenue and Hooks Street intersection, south of Hooks Street, directly north of the East Ridge High School baseball field.

Portion of Alternate Key #3905347

6.63 +/- Acres

Ordinance 2021-024

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 LARGE-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 AN EFFECTIVE DATE.

The public hearings are held in the Council Chambers of City Hall, located at 685 W. Montrose Street, and are open to public comment. The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 A.M. and 5 P.M. Monday through Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public meetings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

August 23, 2021 and September 13, 2021

Tracy Howe

From: Curt Henschel
Sent: Wednesday, October 20, 2021 3:19 PM
To: Tracy Howe
Subject: Fwd: Vue

Sent from my iPad

Begin forwarded message:

From: Jimmy Crawford <jcrawford@cmhlawyers.com>
Date: October 20, 2021 at 1:47:53 PM EDT
To: Curt Henschel <CHenschel@clermontfl.org>
Cc: "John E. Kruse" <jekruse@clermontfl.org>, Jennifer Cotch <jcotch@cmhlawyers.com>
Subject: RE: Vue

Dear Curt and John: Please consider this as the Vue of Clermont's official request (AC Commercial Properties, LLC) to postpone the Second Reading at city Council from October 26th, to November 9, 2021.

Additionally, please consider this a request to DROP our request for a workforce housing density bonus on the project – we will ask for 12-units per acre + the pro-rata share of the drainage basin acreage in the stormwater pond parcel.

Jennifer will work with you next week to agree on those numbers.

We will be submitting revised Concept Plans, grading and wall waiver drawings and information, and Traffic Impact Analysis, considering the reduction in units requested.

Thank you.

Jimmy

Jimmy D. Crawford, Esq.
Partner
Crawford, Modica & Holt
Chartered Attorneys at Law
702 W. Montrose Street
Clermont, FL 34711
Tel. No. 352-432-8644
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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Ordinance No. 2021-025 <i>Final</i> <i>The Vue Rezoning - Table</i>		
Requested Action		
Recommend to table Ordinance 2021-025 to January 11, 2022		
Staff Report		
The staff is requesting additional time to work with the applicant.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2021-025 - The VUE Rezoning (09.30.2021 V1)	Ord 2021-025 - The VUE Rezoning (09.30.2021 V1).pdf	
2. Legal ad 2021-25	Legal ad 2021-25.pdf	
3. TheVue	TheVue.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2021-025

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.

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

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE ESTATE)

That part of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at the east 1/4 corner of said Section 28; thence run north 00°42'51" east along the east line of the northeast 1/4 of said Section 28 for a distance of 664.12 feet to the northeast corner of the south 1/4 of the northeast 1/4 of said Section 28; thence run south 89°24'16" west along the north line of said south 1/4 for a distance of 1335.19 feet to a point on a non-tangent curve concave westerly having a radius of 270.00 feet and a chord bearing of south 01°23'58" west and the Point of Beginning; thence run southerly along the arc of said curve through a central angle of 23°36'59" for a distance of 111.29 feet to the point of compound curvature of a curve concave northwesterly having a radius of 25.00 feet and a chord bearing of south 63°07'26" west; thence run southwesterly along the arc of said curve through a central angle of 99°49'56" for a distance of 43.56 feet to the point of reverse curvature of a curve concave southerly having a radius of 1750.00 feet and a chord bearing of north 87°56'35" west and the north right of way line of Hook Street, as described in ORB 2010, Page 316, of the Public Records of Lake County, Florida; thence run westerly along said north right of way line and the arc of said curve through a central angle of 41°57'58" for a distance of 1281.78 feet to a non-radial line and the east right of way line of an unnamed right of way, according to the plat of Lake Highlands Company, as recorded in PB 2, Page 28, of said Public Records; thence run north 00°10'52" east along said east right of way line for a distance of 718.43 feet to the south right of way line of Highway 50; thence run north 89°24'19" east along said south right of way line for a distance of 1127.57 feet; thence run south 89°29'29" east along said south right of way line for a distance of 150.11 (120.11) feet to the west line of the east 60 feet of Tract 19, of said Lake Highlands Company; thence run south 00°26'52" west along said west line for a distance of 445.90 feet to the point of curvature of a curve concave easterly having a radius of 280.00 feet; thence run southerly along the arc of said curve through a central angle of 15°45'47" for a distance of 77.03 feet to the point of tangency; thence run south 15°18'56" east for a distance of 105.46 feet to the point of curvature of a curve concave westerly having a radius of 270.00 feet and a chord bearing of south 12°51'43" east; thence run southerly along the arc of said curve through a central angle of 04°54'24" for a distance of 23.12 feet to the Point of Beginning.

LESS AND EXCEPT therefrom that parcel conveyed by Maynard K. Knapp, individually and as Trustee to Akram Ismail, M.D., by Special Warranty Deed recorded April 17, 2015, in ORB 4613, Page 945, described as follows: A portion of the southwest 1/4 of the northeast 1/4 of Section 28, Township 22 South, Range 26 East,



CITY OF CLERMONT
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Lake County, Florida, described as follows: Commence at the northeast corner of said Section 28; thence S01°07'06"W along the east line of said northeast 1/4, a distance of 1372.13 feet to a point; thence N89°06'23"W, a distance of 1322.25 to a point on the south right-of-way line of Highway 50. (Right-of-way varies per right-of-way map Section 11070); thence continue N89°06'23"W, a distance of 60.00 feet to the Point of Beginning; thence S00°51'39"W, along the west right-of-way line of Miss Florida Avenue (ORB 2345, Page 748), also being parallel to and 60.00 feet west of the east line of said southwest 1/4 of the northeast 1/4 of Section 28 and the east line of Tract 19 of Lake Highlands Company, according to the plat thereof as recorded in PB 2, Page 28, of the Public Records of Lake County, Florida, a distance of 369.94 feet to a point; thence N89°08'21"W, a distance of 291.58 feet to a point; thence N00°51'39"E, a distance of 230.29 feet to a point; thence S89°08'21"E, a distance of 64.35 feet to a point; thence N00°51'39"E, a distance of 139.00 feet to a point on the south line of an unnamed unimproved street, also being the north line of said Tract 19; thence N89°50'25"E, along the north line of said Tract 19, a distance of 42.23 feet to a point on said south right-of-way line of Highway 50; thence S89°06'23"E, along said south right-of-way line of Highway 50, a distance of 185.01 feet to the Point of Beginning. Containing 744,665 Sq. Ft. of 17.100 Acres more or Less.

PARCEL 2 (EASEMENT ESTATE)

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

PARCEL 3 (SOUTHERN PORTION)

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

SECOND SURVEY

That portion of the north/south roadway between Tracts 20, 21, 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of Highway 50, being more particularly described as follow: Commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida, thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of Highway 50 (a variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet to the point of beginning: thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 718.43 feet to a point on the northerly right of way line of Hook Street (A 100 foot wide public right of way) said point also being on a non-tangent curve, concave southeasterly, and having a radius of 1750.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°02'34", a distance of 31.85 feet, said curve being subtended by a chord bearing and distance of S 70°37'05" W, 31.85 feet; thence departing said north right of way line, run N 0°14'51" E, a distance of 728.72 feet to a point on the aforementioned southerly right of way line of Highway 50; thence N 89°28'03" E, along said north right of way line, a distance of 30.00 feet to the point of beginning.

Containing 0.50 acre, more or less

THIRD SURVEY

That portion of the north/south roadway between Tracts 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of Highway 50, being more particularly described as follow: commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida; thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south

CITY OF CLERMONT
ORDINANCE NO. 2021-025

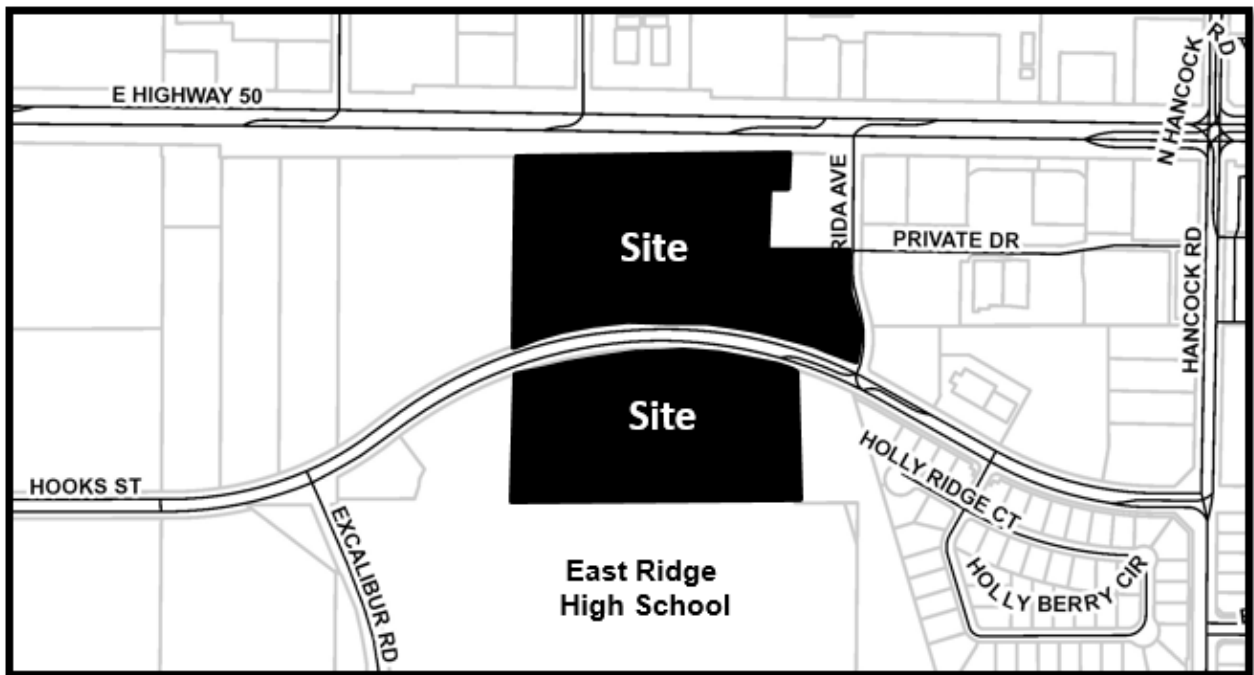
right of way line of Highway 50 (A variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 824.65 feet to a point on the southerly right of way line of Hooks Street (A 100 foot wide public right of way); thence departing said southerly right of way line, run S 0°14'51" W, along the west line of said Tract 29, a distance of 473.42 feet to the southwest corner of said Tract 29; thence S 89°28'17" W, a distance of 30.00 feet to the southeast corner of aforementioned Tract 28; thence N 0°14'51" E, along the east line of said Tract 28, a distance of 462.39 feet to a point on the southerly right of way line of aforementioned Hook Street, said point also being on a non-tangent curve, concave southeasterly, and having a radius of 1650.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°06'54", a distance of 32.11 feet, to the point of beginning, said curve being subtended by a chord bearing and distance of N 69°22'29" E, 32.11 feet. Containing 0.32 acres, more or less.

FOURTH SURVEY

Tracts 21 and 28 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; less that portion of Tract 28, lying south of Hook Street, (County District NO. 2-1346). CONTAINING 30.66 Acres +/-

LOCATION

Site located west of the Miss Florida Avenue and Hooks Street intersection,
North and south of Hooks Street, directly north of the
East Ridge High School baseball field.
Alternate Key #3905347, 3334566, & 3927260
30.66 +/- Acres





CITY OF CLERMONT
ORDINANCE NO. 2021-025

REQUESTED ACTION:

**To amend Ordinance No. 2017-24 to add multifamily projects to the
Planned Unit Development consisting of up to 320 units**

SECTION 2. GENERAL CONDITIONS

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

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest and this Ordinance shall repeal and replace Ordinance 2017-14.
2. The property shall be developed in substantial accordance with the Site Plan prepared by Highland Engineering, Inc., dated 9-16-2021, PUD Concept Plan. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes.

SECTION 3. LAND USES AND SPECIFIC CONDITIONS

1. The PUD Concept Plan, lots 1, 2, 3, and 4 fronting on Highway 50 will be permitted for C-2 General Commercial Use. Lots 5 and 6 will be permitted for multi-family use, as indicated on the PUD Concept Plan. A total of up to 250 units on Lot 5 shall be permitted, with 10% as workforce housing. A total of up to 72 units on Lot 6 shall be permitted, with 100% of the units as workforce housing. A minimum of 30% of the cumulative total of units in lot 5 and 6 shall remain as workforce housing units for the life of the project. This shall be detailed in the management agreement, as required in Section 122-358, at the time of site plan approval. The project has received a waiver to allow the concentration of workforce housing on lot 6.

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2. Setbacks for Multi-family and Commercial
 - From Highway 50 50 feet from the property line
 - From Hooks Street: 50 feet from the property line
 - Side: 12 feet from the property line
 - Rear: 25 feet from the property line
3. Driveway access and parking for the C-2 General Commercial portion may be below the centerline of Highway 50 and will be subject to the approval of the City Engineer.
4. The project may have elevation changes of up to 39 feet maximum cut and 19 feet maximum fill, as shown on the cut and fill plan on the PUD Concept Plan. These elevation changes will be submitted to the City Engineer at the time of final engineering.
5. Individual retaining wall height up to 13 feet in height are allowed to deal with the extreme grades on the site.
6. Parking space dimensions shall be allowed at a minimum 9 feet wide by 18 feet deep for 30 percent of parking requirements within Lots 5 and 6, Multi-family use
7. A reduced landscape buffer along Highway 50 is requested due to the presence of a large berm which shall be maintained and enhanced. The landscape buffer shall be a minimum of 10 feet in width and shall have the 30 percent more landscape required for C-2 General Commercial uses.
8. Trash compacters may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project, subject to City Manager approval, or designated staff.
9. The buildings shall be constructed in a manner that shall meet the City of Clermont's Architectural Standards.
10. Cross-access easements with the adjoining eastern property owner from the existing Duke Energy curb cut along Highway 50 shall be provided.
11. Required landscape buffering within the Duke Energy easement may be omitted with proper documentation from Duke Energy.
12. Retaining wall terraces with a height of 40 feet or greater shall incorporate one 20 foot landscape terrace at the mid way point to allow for larger plantings to buffer the tall walls.
13. Shopping center signs shall be allowed to extend 15 feet above the adjacent D.O.T. berm. (the D.O.T. berm varies in height depending on location.)
14. Maximum building height shall be up to 55 feet, measured at the highest point.
15. If required by Lake County or Florida Department of Transportation, as a result of the traffic impact analysis, the developer shall be responsible for any proportionate fair share improvements. The traffic impact analysis shall be completed prior to any site plan



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submittal.

16. The development shall comply with all applicable County and Florida Department of Transportation access management requirements. The final access points shall be determined during the final site plan and final engineering review and may change from the conceptual plan.
17. As required in Section 122-358, a management agreement is required between the applicant and the City, a community land trust or mutually agreeable instrument to the applicant and City. This agreement must address marketing, applicant screening, the process for establishing rental rates, monitoring, Fair Housing compliance, determination of income qualifications, and other elements as determined by the City Manager or his/her designee. This agreement must be recorded and obligate all successors and assigns. This agreement shall be provided at the time of site plan approval and recorded prior to plat approval.
18. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.
19. This Planned Unit Development shall become null and void if substantial construction work has not begun within five (5) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the C-2 General Commercial Zoning Designation.
20. School concurrency shall be met before final site plan approval in accordance with the Comprehensive Plan and Land Development Code.
21. The property management office shall prominently display a notification sign informing potential tenants of the sounds resulting from activities by the adjacent schools, such as but not limited to; daytime PE classes, night games, bands playing, bus noise, etc. The sign shall be a minimum of 11 inches x 17 inches. In addition, as part of the rental contract, similar language shall also be included that the tenant acknowledges.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.



CITY OF CLERMONT
ORDINANCE NO. 2021-025

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. 2021-025

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of October, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

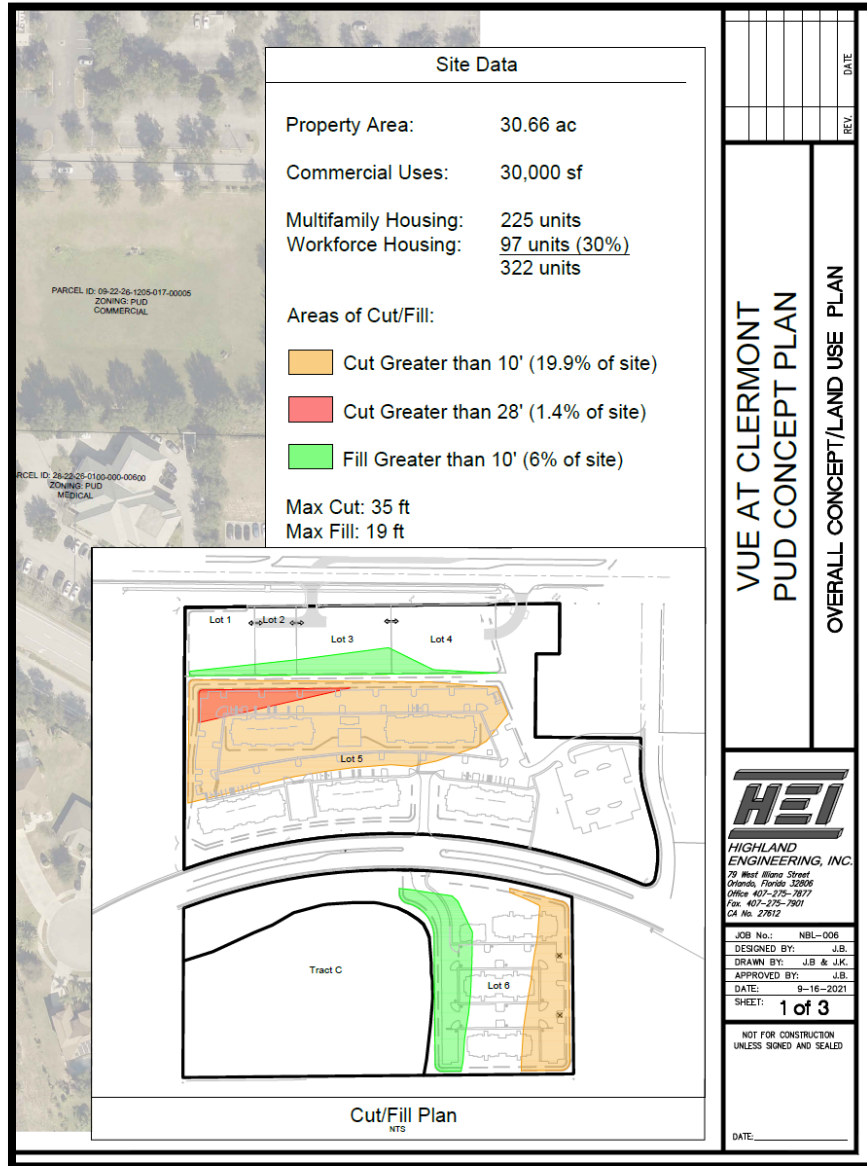
APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

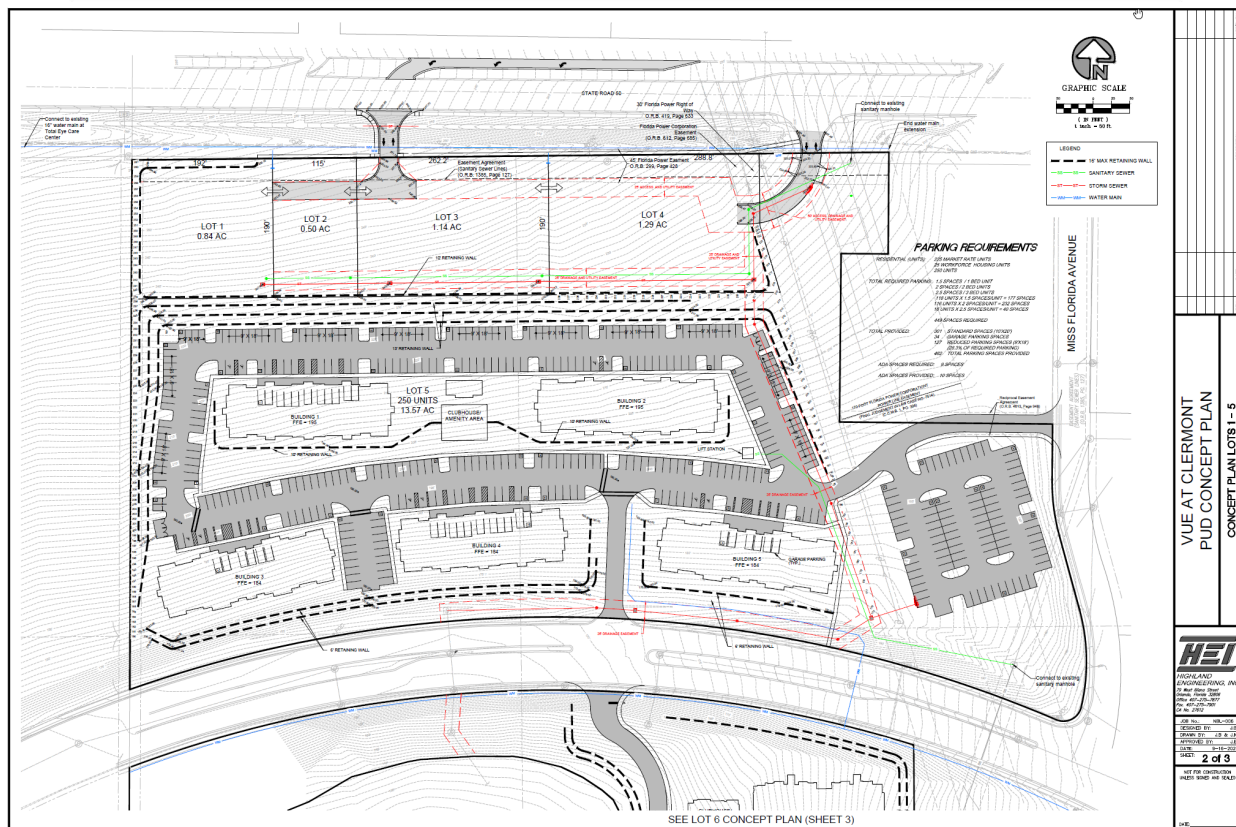
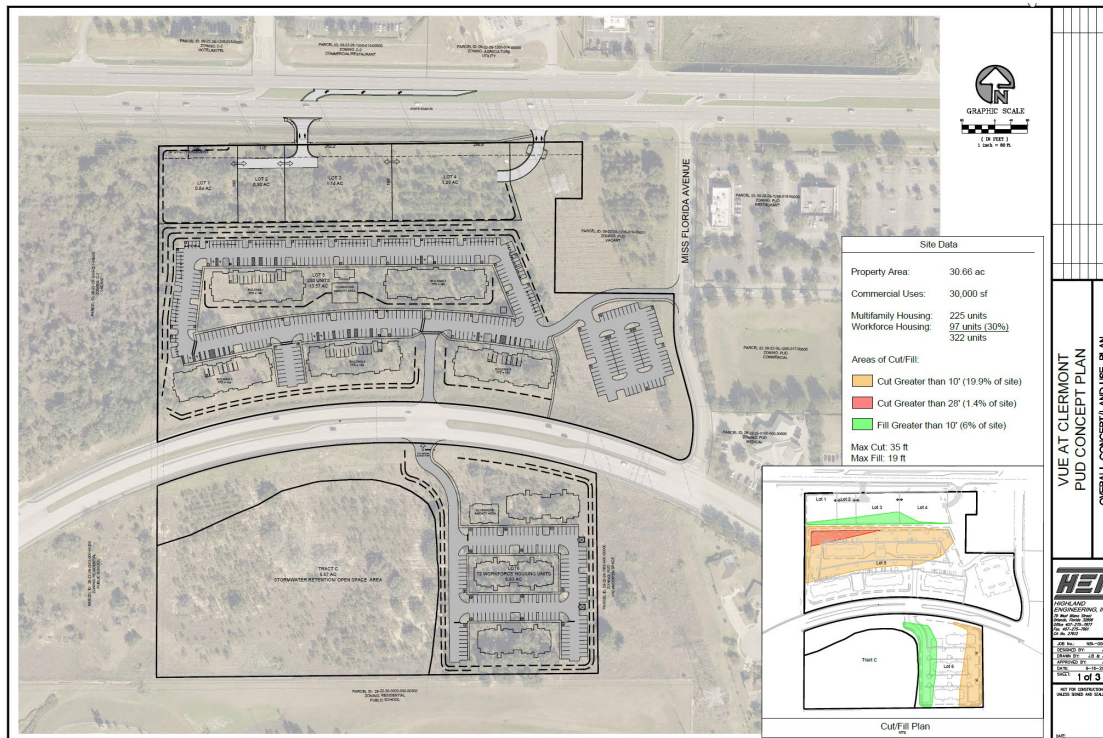
CITY OF CLERMONT
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EXHIBIT A

Cut/Fill Exhibit contained on the PUD Conceptual Plan:



CITY OF CLERMONT
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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 shall be given an opportunity to express their views on this matter.

ORDINANCE NO. 2021-025

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

Site located west of the Miss Florida Avenue and Hooks Street intersection, North and south of Hooks Street, directly north of the East Ridge High School baseball field.
Alternate Key #3905347, 3334566, & 3927260
30.66 +/- Acres

LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE ESTATE)

THAT PART OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 28; THENCE RUN NORTH 00°42'51" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 664.12 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89°24'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1/4 FOR A DISTANCE OF 1335.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 270.00 FEET AND A CHORD BEARING OF SOUTH 01°23'58" WEST AND THE POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°36'59" FOR A DISTANCE OF 111.29 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING OF SOUTH 63°07'26" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°49'56" FOR A DISTANCE OF 43.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1750.00 FEET AND A CHORD BEARING OF NORTH 87°56'35" WEST AND THE NORTH RIGHT OF WAY LINE OF HOOK STREET, AS DESCRIBED IN ORB 2010, PAGE 316, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°57'58" FOR A DISTANCE OF 1281.78 FEET TO A NON-RADIAL LINE AND THE EAST RIGHT OF WAY LINE OF AN UNNAMED RIGHT OF WAY, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PB 2, PAGE 28, OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°10'52" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 718.43 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 50; THENCE RUN NORTH 89°24'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 1127.57 FEET; THENCE RUN SOUTH 89°29'29" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 150.11 (120.11) FEET TO THE WEST LINE OF THE EAST 60 FEET OF TRACT 19, OF SAID LAKE HIGHLANDS COMPANY; THENCE RUN SOUTH 00°26'52" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 445.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 280.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°45'47" FOR A DISTANCE OF 77.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 15°18'56" EAST FOR A DISTANCE OF 105.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 270.00 FEET AND A CHORD BEARING OF SOUTH 12°51'43" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°54'24" FOR A DISTANCE OF 23.12 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THAT PARCEL CONVEYED BY MAYNARD K. KNAPP, INDIVIDUALLY AND AS TRUSTEE TO AKRAM ISMAIL, M.D., BY SPECIAL WARRANTY DEED RECORDED APRIL 17, 2015, IN ORB 4613, PAGE 945, DESCRIBED AS FOLLOWS: A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°07'06"W ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1372.13 FEET TO A POINT; THENCE N89°06'23"W, A DISTANCE OF 1322.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 50. (RIGHT-OF-WAY VARIES PER RIGHT-OF-WAY MAP SECTION 11070); THENCE CONTINUE N89°06'23"W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE S00°51'39"W, ALONG THE WEST RIGHT-OF-WAY LINE OF MISS FLORIDA AVENUE (ORB 2345, PAGE 748), ALSO BEING PARALLEL TO AND 60.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28 AND THE EAST LINE OF TRACT 19 OF LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PB 2, PAGE 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 369.94 FEET TO A POINT; THENCE N89°08'21"W, A DISTANCE OF 291.58 FEET TO A POINT; THENCE N00°51'39"E, A DISTANCE OF 230.29 FEET TO A POINT; THENCE S89°08'21"E, A DISTANCE OF 64.35 FEET TO A POINT; THENCE N00°51'39"E, A DISTANCE OF 139.00 FEET TO A POINT ON THE SOUTH LINE OF AN UNNAMED UNIMPROVED STREET, ALSO BEING THE NORTH LINE OF SAID TRACT 19; THENCE N89°50'25"E, ALONG THE NORTH LINE OF SAID TRACT 19, A DISTANCE OF 42.23 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 50; THENCE S89°06'23"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 50, A DISTANCE OF 185.01 FEET TO THE POINT OF BEGINNING.
CONTAINING 744,665 SQ. FT. OF 17.100 ACRES MORE OR LESS.

PARCEL 2 (EASEMENT ESTATE)

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

PARCEL 3 (SOUTHERN PORTION)

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

SECOND SURVEY

THAT PORTION OF THE NORTH/SOUTH ROADWAY BETWEEN TRACTS 20, 21, 28, AND 29 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PB 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING NORTHERLY OF HOOK STREET, AND SOUTHERLY OF HIGHWAY 50, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: COMMENCE AT THE NE CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE S 0°17'37" W, A DISTANCE OF 1372.13 FEET; THENCE N 89°55'52" W, A DISTANCE OF 1322.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 50 (A VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE, CONTINUE N 89°55'52" W, A DISTANCE OF 60.00 FEET; THENCE N 89°27'07" W, A DISTANCE OF 184.98 FEET; THENCE S 89°30'08" W, A DISTANCE OF 42.24 FEET; THENCE S 89°24'19" W, A DISTANCE OF 1020.48 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S 00°14'51" W, ALONG THE WEST LINE OF TRACTS 20 AND 29, A DISTANCE OF 718.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HOOK STREET (A 100 FOOT WIDE PUBLIC RIGHT OF WAY) SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 1750.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°02'34", A DISTANCE OF 31.85 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 70°37'05" W, 31.85 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN N 0°14'51" E, A DISTANCE OF 728.72 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 50; THENCE N 89°28'03" E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.50 ACRE, MORE OR LESS

THIRD SURVEY

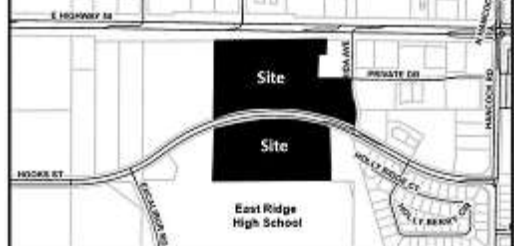
THAT PORTION OF THE NORTH/SOUTH ROADWAY BETWEEN TRACTS 28, AND 29 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PB 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING NORTHERLY OF HOOK STREET, AND SOUTHERLY OF HIGHWAY 50, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: COMMENCE AT THE NE CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE S 0°17'37" W, A DISTANCE OF 1372.13 FEET; THENCE N 89°55'52" W, A DISTANCE OF 1322.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 50 (A VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE, CONTINUE N 89°55'52" W, A DISTANCE OF 60.00 FEET; THENCE N 89°27'07" W, A DISTANCE OF 184.98 FEET; THENCE S 89°30'08" W, A DISTANCE OF 42.24 FEET; THENCE S 89°24'19" W, A DISTANCE OF 1020.48 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S 00°14'51" W, ALONG THE WEST LINE OF TRACTS 20 AND 29, A DISTANCE OF 824.65 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HOOK STREET (A 100 FOOT WIDE PUBLIC RIGHT OF WAY); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN S 0°14'51" W, ALONG THE WEST LINE OF SAID TRACT 29, A DISTANCE OF 473.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 29; THENCE S 89°28'17" W, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED TRACT 28; THENCE N 0°14'51" E, ALONG THE EAST LINE OF SAID TRACT 28, A DISTANCE OF 462.39 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED HOOK STREET, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 1650.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°06'54", A DISTANCE OF 32.11 FEET, TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 69°22'29" E, 32.11 FEET.
CONTAINING 0.32 ACRES, MORE OR LESS

FOURTH SURVEY

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

CONTAINING 30.66 ACRES +/-

To amend Ordinance No. 2017-24 to add multifamily projects to the Planned Unit Development consisting of up to 320 units



This request will be considered by the Planning & Zoning Commission on Tuesday, September 7, 2021 at 6:30 P.M.

A public meeting to consider the request will be held before the City Council on Tuesday, September 14, 2021 at 6:30 P.M. for (Introduction) and on Tuesday, September 28, 2021 for (Final Adoption).

The meetings will be held at City Hall, Council Chambers, located at 685 W. Montrose Street. This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Tracy Howe

From: Curt Henschel
Sent: Wednesday, October 20, 2021 3:19 PM
To: Tracy Howe
Subject: Fwd: Vue

Sent from my iPad

Begin forwarded message:

From: Jimmy Crawford <jcrawford@cmhlawyers.com>
Date: October 20, 2021 at 1:47:53 PM EDT
To: Curt Henschel <CHenschel@clermontfl.org>
Cc: "John E. Kruse" <jekruse@clermontfl.org>, Jennifer Cotch <jcotch@cmhlawyers.com>
Subject: RE: Vue

Dear Curt and John: Please consider this as the Vue of Clermont's official request (AC Commercial Properties, LLC) to postpone the Second Reading at city Council from October 26th, to November 9, 2021.

Additionally, please consider this a request to DROP our request for a workforce housing density bonus on the project – we will ask for 12-units per acre + the pro-rata share of the drainage basin acreage in the stormwater pond parcel.

Jennifer will work with you next week to agree on those numbers.

We will be submitting revised Concept Plans, grading and wall waiver drawings and information, and Traffic Impact Analysis, considering the reduction in units requested.

Thank you.

Jimmy

Jimmy D. Crawford, Esq.
Partner
Crawford, Modica & Holt
Chartered Attorneys at Law
702 W. Montrose Street
Clermont, FL 34711
Tel. No. 352-432-8644
Fax No. 352-432-8699
www.cmhlawyers.com

This e-mail is sent from the law firm of Crawford, Modica & Holt, Chartered Attorneys at Law and is intended to be read only by the individuals addressed. If you are not the intended recipient, or you otherwise believe you have received this message in error, please notify the sender immediately, delete the e-mail



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, December 14, 2021								
Agenda Item Name								
Ordinance No. 2021-032 <i>Final</i> <i>Stillwell Clermont Rezoning - Table</i>								
Requested Action								
Staff Report								
Additional Analysis								
Fiscal Impact Summary								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table border="0"> <tr> <td>1.</td> <td>Memo Style</td> <td>Memo Style.pdf</td> </tr> <tr> <td>2.</td> <td>Legal ad</td> <td>Legal ad.pdf</td> </tr> </table>			1.	Memo Style	Memo Style.pdf	2.	Legal ad	Legal ad.pdf
1.	Memo Style	Memo Style.pdf						
2.	Legal ad	Legal ad.pdf						

Brian Lueth

Subject: FW: Stillwell at Clermont - PUD Resubmittal

From: Jerimi Nuckolls <JNuckolls@coastalridge.com>

Sent: Wednesday, October 27, 2021 5:31 PM

To: Regina McGruder <rmcgruder@clermontfl.org>; Landry, Troy <troy.landry@kimley-horn.com>; Rae Chidlow <rchidlow@clermontfl.org>

Cc: Suddeth, Tyler <Tyler.Suddeth@kimley-horn.com>; Corbitt, Jordan <jordan.corbitt@kimley-horn.com>

Subject: RE: Stillwell at Clermont - PUD Resubmittal

Regina,

If possible, please schedule us for the January meeting.

Thanks,

-Jerimi

Jerimi Nuckolls

Director of Development / Principal

Mobile: 404.644.2459

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 shall be given an opportunity to express their views on this matter.

ORDINANCE NO. 2021-032

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, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

LOCATION

Site located two miles south of Hartwood Marsh Road,
and East of US Highway 27 Alternate Key #1462436, 3914659,
52.23 +/- Acres

LEGAL DESCRIPTION

A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 21, THENCE S89°30'24"W ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (A VARIABLE WIDTH COUNTY MAINTAINED RIGHT OF WAY); THENCE CONTINUE S00°13'39"E, A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING; THENCE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1735.91 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES; THENCE S29°58'09"W, A DISTANCE OF 3.93 FEET; THENCE N59°58'28"W, A DISTANCE OF 14.98 FEET; THENCE S29°56'43"W, A DISTANCE OF 449.91 FEET; THENCE N59°59'46"W, A DISTANCE OF 4.97 FEET; THENCE S29°56'22"W, A DISTANCE OF 68.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 06°56'55", A CHORD BEARING OF S26°27'55"W AND A CHORD DISTANCE OF 676.18 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 676.59 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON—TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 297.15 FEET; THENCE N44°56'39"E, A DISTANCE OF 56.40 FEET; THENCE N00°13'39"W, A DISTANCE OF 433.99 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,275,197.41 SQUARE FEET OR 52.23 ACRES MORE OR LESS.

REZONING REQUEST:

FROM: (UT) Urban Transition District

TO: (PUD) Planned Unit Development District

"To allow for a mixed use development with up to 230 multi-family residential units."



The Planning & Zoning Commission will consider the request at their meeting to be held on Tuesday, November 2, 2021 at 6:30 P.M.

A public meeting to consider the request will be held before the Clermont City Council on Tuesday, November 9, 2021 at 6:30 P.M. for Introduction and on Tuesday, December 14, 2021 for the Final Adoption.

The meetings will be held at City Hall, first floor Council Chambers, located at 685 W. Montrose Street.

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

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

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, December 14, 2021	
Agenda Item Name	
Resolution No. 2021-056R <i>Enterprise Car Rental and Sales</i>	
Requested Action	
Recommend approval of Resolution No. 2021-056R.	
Staff Report	
The applicant is requesting a Conditional Use Permit (CUP) to allow for vehicle storage, display, rental services and sales; for vacant parcels located at 1700 South Grand Highway and a vacant parcel located on Hooks Street. The current zoning is "M-1" Industrial; and the Future Land Use designation is Commercial. The Land Development Code, Section 122-264, requires a Conditional Use Permit for the proposed use of vehicle sales and rental services at this location. The applicant is proposing the development of an 8,315 square foot building with multi-office space to allow for vehicle rental, sales and other support services required for the operation of the business. No major auto and truck repair maintenance services shall be permitted at this location. The Land Development Code, for "M-1" Industrial zoning allows office use, but requires a Conditional Use Permit (CUP) for any type of automotive sales and services. The subject property consists of two parcels that are approximately 7.87 acres with "M-1": Industrial zoning designation. The applicant has submitted a conceptual site plan of the layout for the access points, parking, storage and buildings of the proposed project. The project design is proposing access points on South Grand Highway; a driveway permit will be required for the proposed access point connection. The project has also submitted a Traffic Impact Analysis (TIA) Report conducted by Traffic Planning and Design, Inc. and dated 9/24/2021. The TIA submitted per Lake-County MPO guidelines, has determined the project as designed is considered as de minimus development and the existing roadway network has sufficient capacity to service the project. The proposed development shall be required to comply with the Land Development Regulations and all provisions of the codes. All buildings must comply with Clermont Architectural Design Standards. The proposed project will also be required to provide additional landscaping and plant materials to enhance and provide an opaque buffer to help minimize the impact and visibility of the vehicles displayed along Hooks Street and South Grand Highway. <u>STAFF RECOMMENDATION:</u> Staff has reviewed the application and proposed project in regards to Section 86-144, Review Criteria for a Conditional Use Permit. The proposed use is consistent with the existing development patterns and character of the surrounding areas. The proposed uses will not be detrimental to the health, safety and general welfare of the community. The Conditional Use Permit will not be in conflict with the Clermont Comprehensive Plan goals, objective and policies for commercial land use. The property has access to major road networks and will be required to comply with all Land Development Regulations to allow for development of the site. Staff recommends approval of Resolution No. 2021-056R.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Enterprise Car Sales-Rental Staff Report-New	Enterprise Car Sales-Rental Staff Report-New.pdf	
2. 2021-056R - Enterprise Rental Cars CUP (12.06.2021 V3) - R&FBL	2021-056R - Enterprise Rental Cars CUP (12.06.2021 V3) - R&FBL.pdf	
3. LOCATION MAP	LOCATION MAP.pdf	
4. New Conceptual Plan 12-1-2021	New Conceptual Plan 12-1-2021.pdf	
5. Enterprise - Color Rendering Landscape Plan	Enterprise - Color Rendering Landscape Plan.pdf	
6. Enterprise - Elevations	Enterprise - Elevations.pdf	
7. Conditional Use Application w Narrative-10-29-21	Conditional Use Application w Narrative-10-29-21.pdf	
8. Legal AD	Legal AD.pdf	



CITY OF CLERMONT

Staff Analysis Report

OWNER: Clermont Land Development LLC.

APPLICANT: FCH Properties, LLC.

PROJECT NAME: Enterprise Car Rental and Sales

REQUESTED ACTION: A Conditional Use Permit (CUP) to allow for the storage, display, rental services and sales of vehicles in the “M-1” Industrial zoning district.

SIZE OF PARCEL: 7.87 acres +/-

LOCATION: 1700 South Grand Highway

EXISTING ZONING: M-1 Industrial District

EXISTING LAND USE: Vacant Commercial Site

FUTURE LAND USE CATEGORY: Commercial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting a Conditional Use Permit (CUP) to allow for vehicle storage; display, rental services and sales; for vacant parcels located at 1700 South Grand Highway and Hooks Street. The current zoning is “M-1” Industrial and the Future Land Use is Commercial. The Land Development Code, Section 122-264; requires a Conditional Use Permit for the proposed uses of vehicle sales and rental services at this location. The applicant is proposing the development of an 8,315 square foot building with multi-office space to allow for vehicle rental, sales and other required support services for the operation of the business. No major auto and truck repair maintenance services will be permitted at this location. The Land Development Code, for “M-1” Industrial zoning allows office use, but requires a Conditional Use Permit (CUP) for any type of automotive sales and services.

The subject property consist of two parcels that are approximately 7.87 acres with "M-1": Industrial zoning designation. The applicant has submitted a conceptual site plan of the layout for the access points, parking, storage and buildings of the proposed development. The project design is proposing an access point on South Grand Highway; a driveway permit will be required for the access point. The project has also submitted a Traffic Impact Analysis (TIA) Report conducted by Traffic Planning and Design, Inc. and dated 9/24/2021. The (TIA) submitted per Lake-County MPO guidelines, has determined the project as designed is considered deminimus development and the existing roadway network has sufficient capacity to service the development. The proposed project will utilize City water and sewer services, which has capacity to service the project.

The proposed development shall be required to comply with the Land Development Regulations and all provisions of the codes. All buildings must comply with Clermont Architectural Design Standards. The proposed project will also be required to provide additional landscaping and plant materials to enhance and provide an opaque buffer to help minimize the impact and visibility of the vehicles displayed along Hooks Street and South Grand Highway.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to Section 86-144, Review Criteria for a Conditional Use Permit. The proposed use is consistent to the existing development patterns and character of the surrounding areas. The proposed uses will not be detrimental to the health, safety and general welfare of the community. The Conditional Use Permit will not be in conflict to the Clermont Comprehensive Plan goals, objective and policies for commercial land use. The property has access to major road networks and will be required to comply with all Land Development Regulations to allow for development of the site.

Staff recommends approval of Resolution No. 2021-056R.



CITY OF CLERMONT
RESOLUTION NO. 2021-056R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR THE OUTSIDE STORAGE, DISPLAY, RENTAL SERVICES, CARWASH, AND SALES OF VEHICLES IN THE M-1 INDUSTRIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held December 7, 2021 recommended approval of this Conditional Use Permit to allow for the outside storage, display, rental services, and the sales of vehicles, at the following location:

LOCATION:

Vacant parcel located at 1700 South Grand Highway and Hooks Street
(Alternate Key 3885083 & 3885085)
7.87+/- Acres

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 86-144 (d) of the Land Development Code, the city council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location

WHEREAS, the City Council determines that the application for a conditional use permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that based on the findings stated above and incorporated herein:

1. This application for a Conditional Use Permit (CUP) to allow for the outside storage, display, rental services and the sale of vehicles in the “M-1” Industrial District shall be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any



CITY OF CLERMONT
RESOLUTION NO. 2021-056R

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.

3. The Conditional Use Permit must be executed and processed through the Office of the City Clerk within 90 days of the approval date by the City Council or the permit shall become null and voided.
4. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
5. The Fire Marshal shall inspect all buildings and structures to ensure all life safety requirements and fire safety codes are in compliance to the code prior to the issuance of any Certificate of Occupancy.
6. The City Building Inspector shall inspect all structures and buildings for compliance with the Florida Building Codes and any code violations must be corrected prior to the issuance of the Certificate of Occupancy.
7. Prior to the issuance of any permits, the applicant shall be required to submit Formal Site Plans for review and approval by the City of Clermont Site Review Committee. The site plans shall show location of all proposed buildings, structures, picnic areas, and outdoor recreation areas as indicated in the Conditional Use Permit application. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
8. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
9. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution after a public hearing.
10. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of issuance of this Conditional Use Permit. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.



CITY OF CLERMONT
RESOLUTION NO. 2021-056R

SECTION 2: LAND USES AND SPECIFIC CONDITIONS

1. This Conditional Use Permit (CUP) will allow for the outside storage, display, rental, sales, and limited maintenance services of vehicles as a permitted use. No engine, chassis, or heavy mechanical work or services shall be performed at this location.
2. The parking, display or storage of any vehicles shall be arranged and stored in the designated parking areas to prevent clutter and to maintain an orderly appearance of the property. At no time shall the parking and display of any vehicles impede or block any public/private access points, streets, public/private easements, or any adjacent properties.
3. The hours of operation will be Monday through Sunday, 7:00 AM to 7:00 PM.
4. The site may also be used for any other permitted uses in the “M-1” Industrial zoning district.
5. Any new development and/or changes to the subject property must submit for site plan approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved and final construction plans. The conceptual site plan does not grant any development entitlements or permitted uses and only used for conceptual purposes.
6. The site shall be developed in accordance to the Clermont Land Development Regulations and the provision of the “M-1” Industrial zoning district in the Land Development Codes. All buildings and structures must comply with Clermont Architectural Design Standards.
7. The parking, storage and display of the vehicles shall be arranged and kept in an orderly manner and state of maintenance so the appearance of the property, shall not be considered a nuisance.
8. Sidewalks are required adjacent to any streets-right-of way for the entire length of the subject property; any required sidewalk installation shall be coordinated with the appropriate City, County or State Agency prior to construction.
9. No outside speaker systems will be permitted at this site.
10. Site lighting shall be installed and operated to reflect downward onto the site and shall not spill over onto the adjacent properties.
11. All fencing shall be ornamental metal or decorative PVC/Vinyl. The construction of any walls shall provide aesthetically pleasing design features and elements for any streets and public viewpoints.
12. Any signage must comply with Clermont Sign Code, Section 102-Signs. A separate permit is required for any signs.



CITY OF CLERMONT
RESOLUTION NO. 2021-056R

13. The project shall be required to provide an enhanced landscape buffers that shall provide an additional 30 percent of plant materials to create an opaque screen at time of planting. The landscape buffers shall be designed to create an aesthetically pleasing and enhanced buffer screening for the project.
14. A driveway permit will be required for access to any public streets. The permit process will require the coordination with the appropriate City, County or State Agency prior to construction.

SECTION 3: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution 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 Resolution as a whole.

SECTION 5: ADMINISTRATIVE CORRECTION

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

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall be published as provided by law and it shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
RESOLUTION NO. 2021-056R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 14th day of December, 2021.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

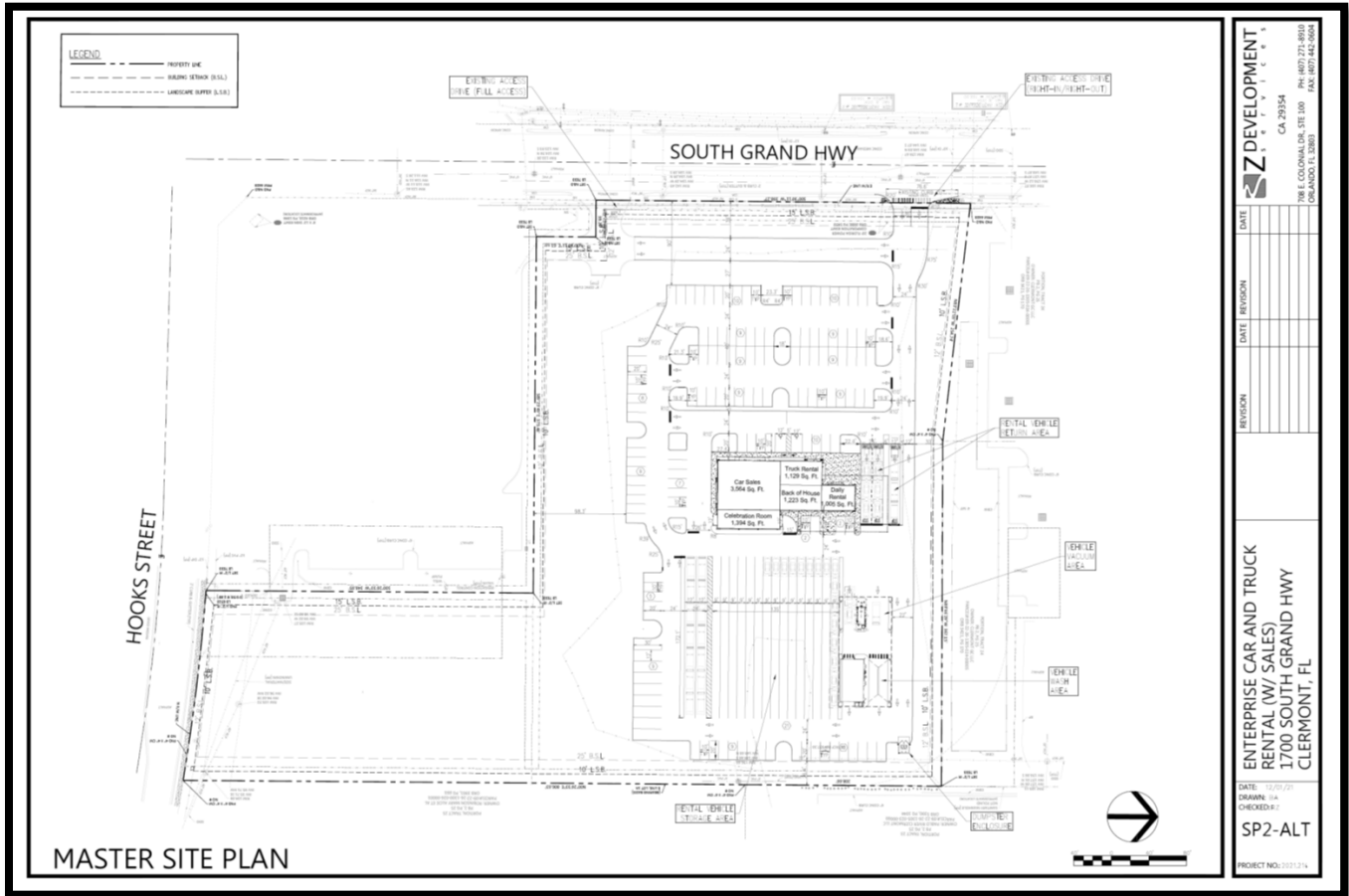
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

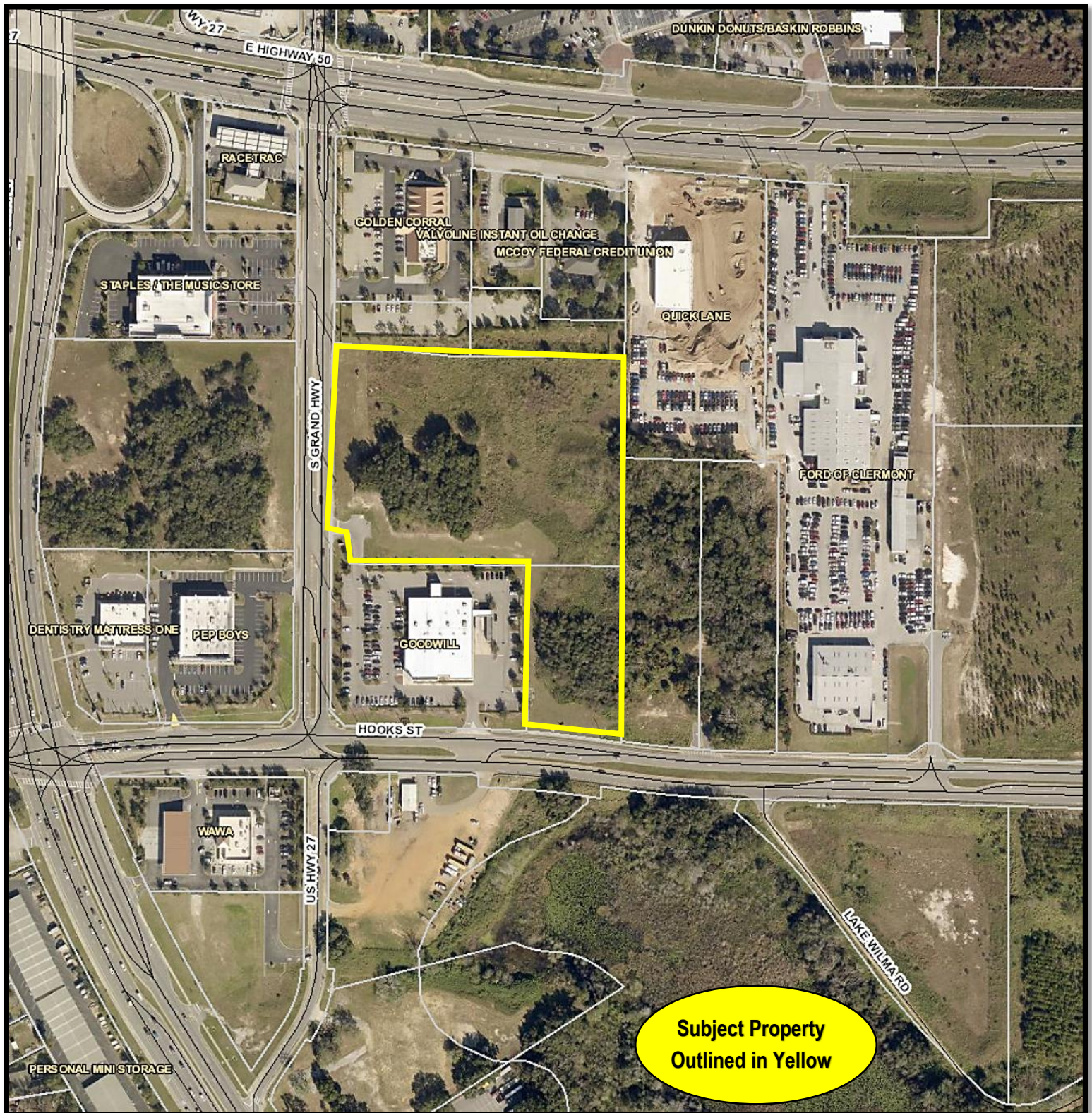
Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
RESOLUTION NO. 2021-056R

Exhibit A:



LOCATION MAP



**Subject Property
Outlined in Yellow**

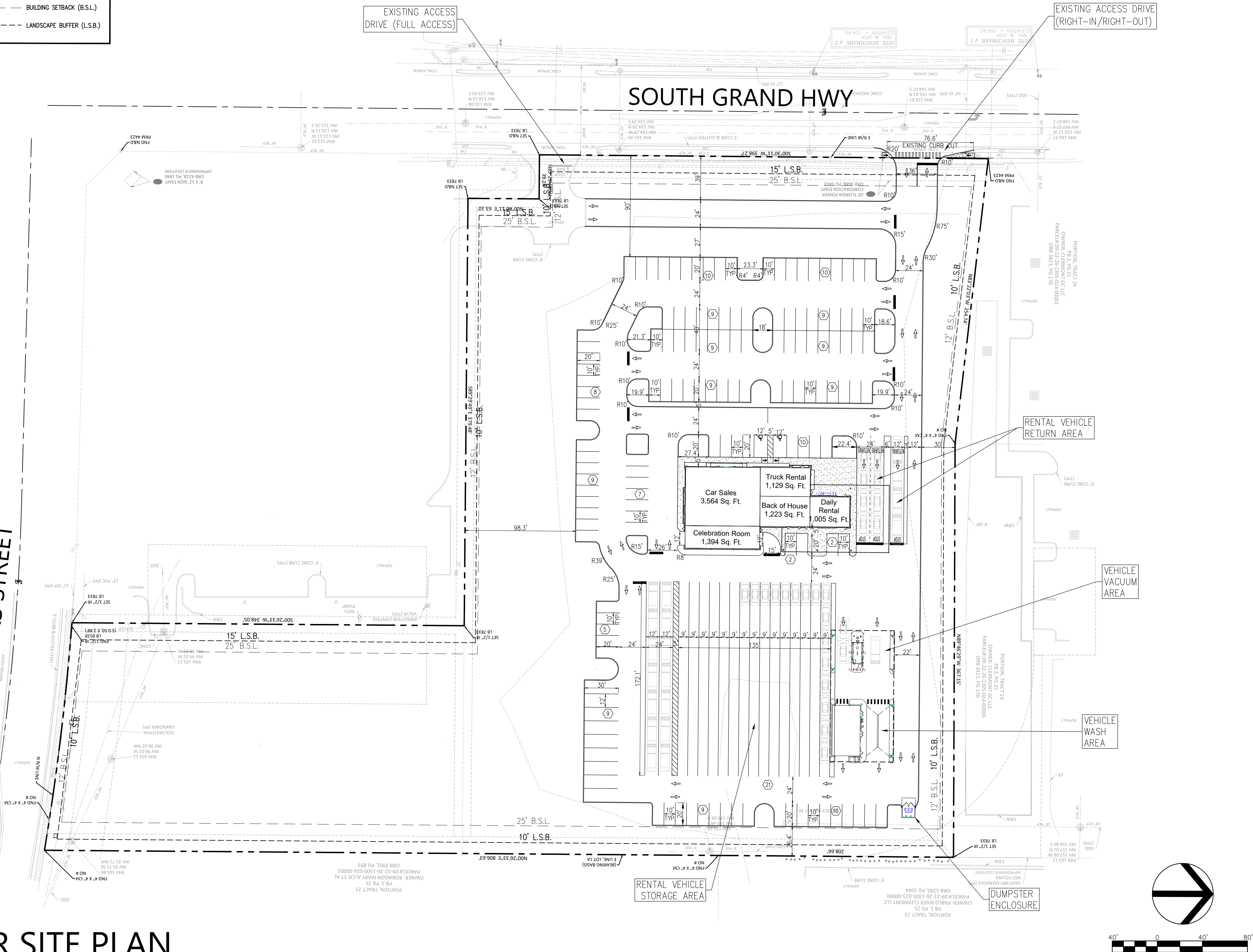
MASTER SITE PLAN

HOOKS STREET

SOUTH GRAND HWY

LEGEND

- PROPERTY LINE
- BUILDING SETBACK (B.S.L.)
- LANDSCAPE BUFFER (L.S.B.)



ENTERPRISE CAR AND TRUCK
RENTAL (W/ SALES)
1700 SOUTH GRAND HWY
CLERMONT, FL

DATE: 12/01/21
DRAWN: BA
CHECKED: RZ

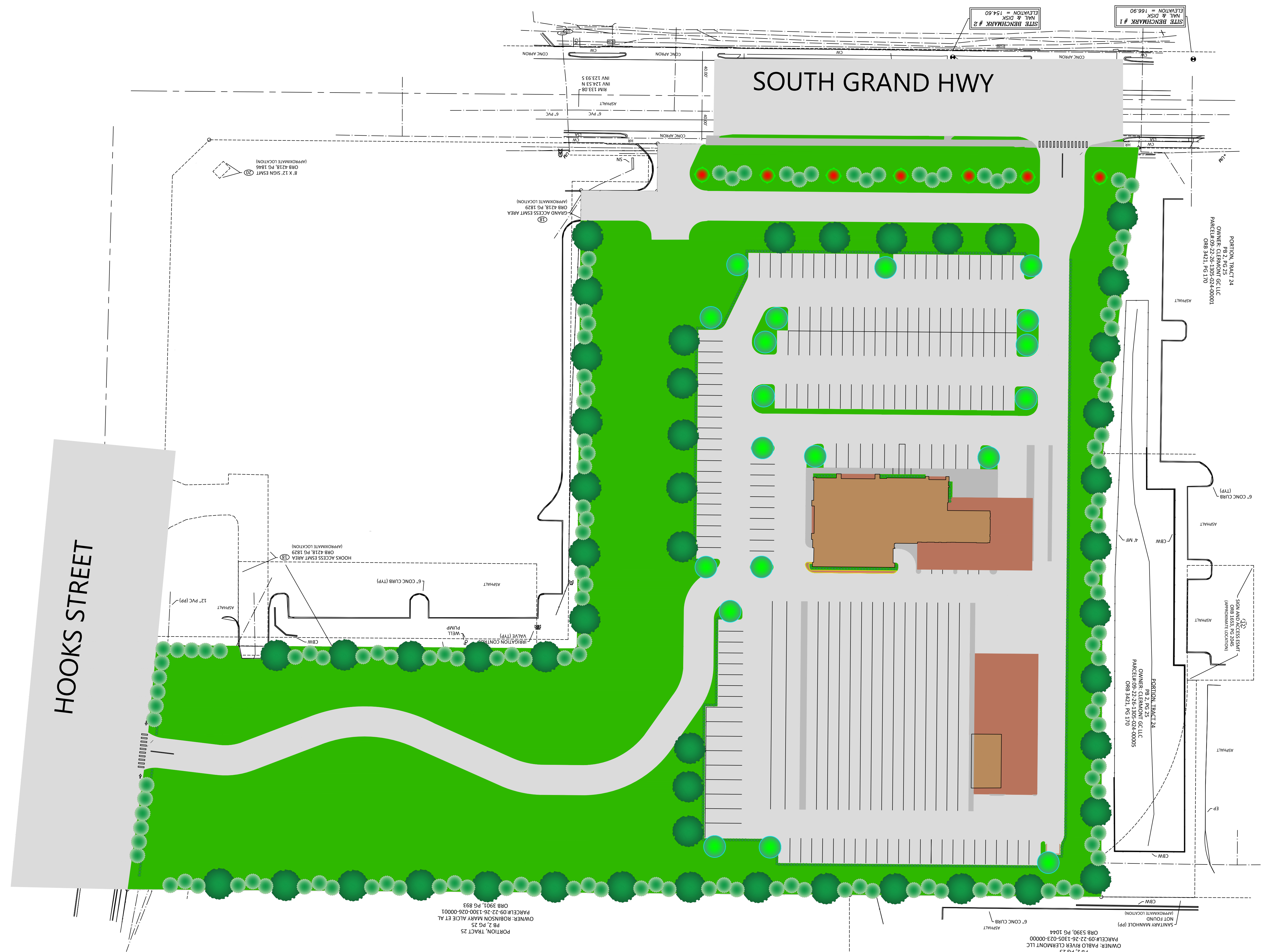
SP2-ALT

PROJECT NO.: 2021.214

Z DEVELOPMENT
s e r v i c e s

CA 29354

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



SOUTH GRAND HWY

SITE BENCHMARK # 2
NAIL & DISK
ELEVATION = 154.60

SITE BENCHMARK #1
NAIL & DISK
ELEVATION = 166.90

PORTION, TRACT 24
PB 2, PG 25
OWNER: CLERMONT GC LLC
PARCEL#:09-22-26-1305-024-00001
DBA 3421 PG 170

PORTION, TRACT 24
 PB 2, PG 25
 OWNER: CLERMONT GC LLC
 PARCEL#:09-22-26-1305-024-00005
 ORR 3421 PG 170

6" CONC CURB - (TYP)

(12)
SIGN AND ACCESS ESMT
ORB 1653, PG 2045
(APPROXIMATE LOCATION)

CADDSCAPES, INC.

Florida Landscape Architecture Firm
432 Nowell Loop
Deland, FL 32724
Office: 407 310-5567
jasonbridgewater@gmail.com
© CardScapes, Inc. 2021

PROJECT NO.: 2021.214

ENTERPRISE CAR AND TRUCK
SALES AND RENTAL
1700 SOUTH GRAND HWY
CLERMONT, FL

DATE: 10/28/2021
DRAWN: JB
CHECKED: JB

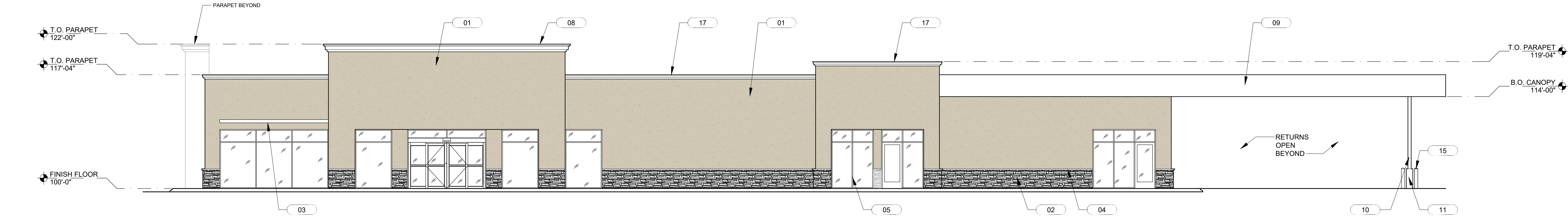
Jason P. Bridgewater
Registered Landscape Architect
FL. Registration -LA 6667308

REVISION	DATE	REVISION	DATE

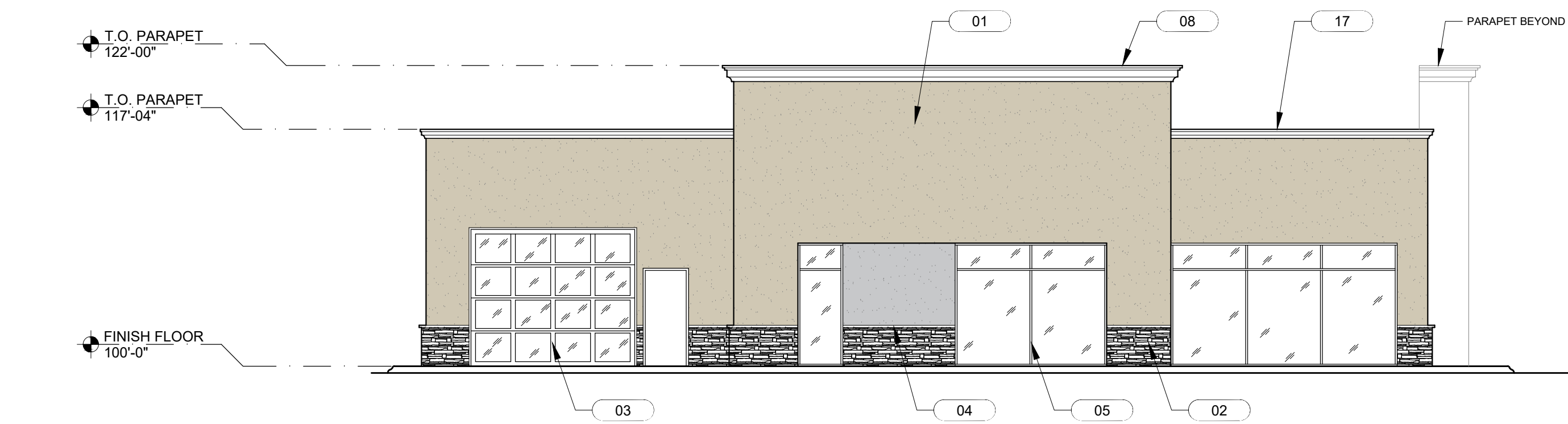
Z DEVELOPMENT

CA 29354

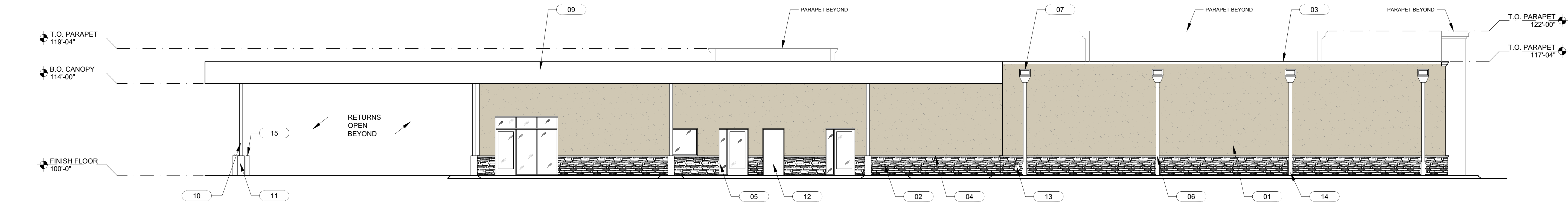
708 E. COLONIAL DR., STE 100
ORLANDO, FL 32803
PH: (407) 271-8910
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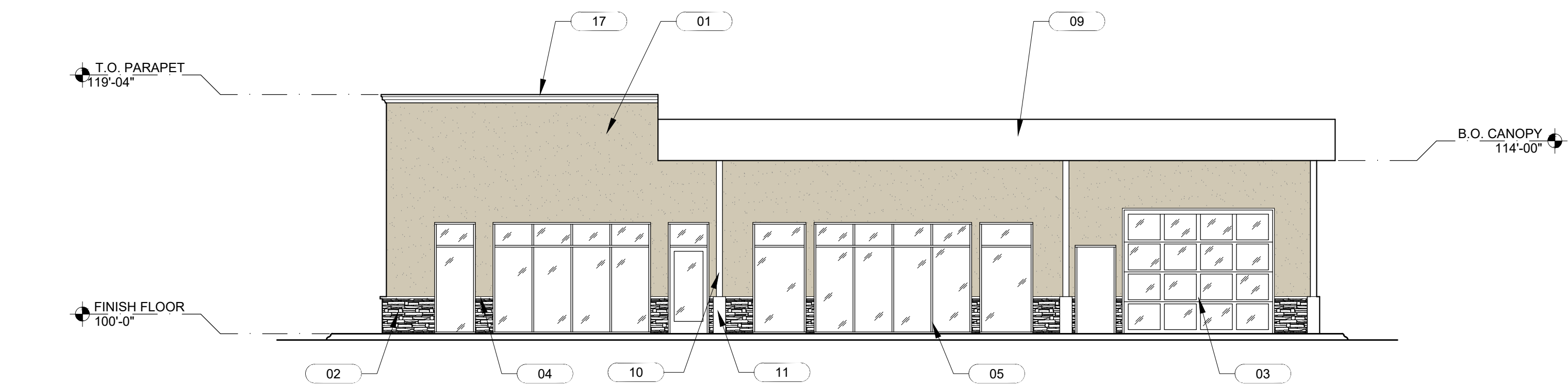
01 SOUTH EXTERIOR ELEVATION (SALES STOREFRONT)
A-400 SCALE: 1/8" = 1'-0"



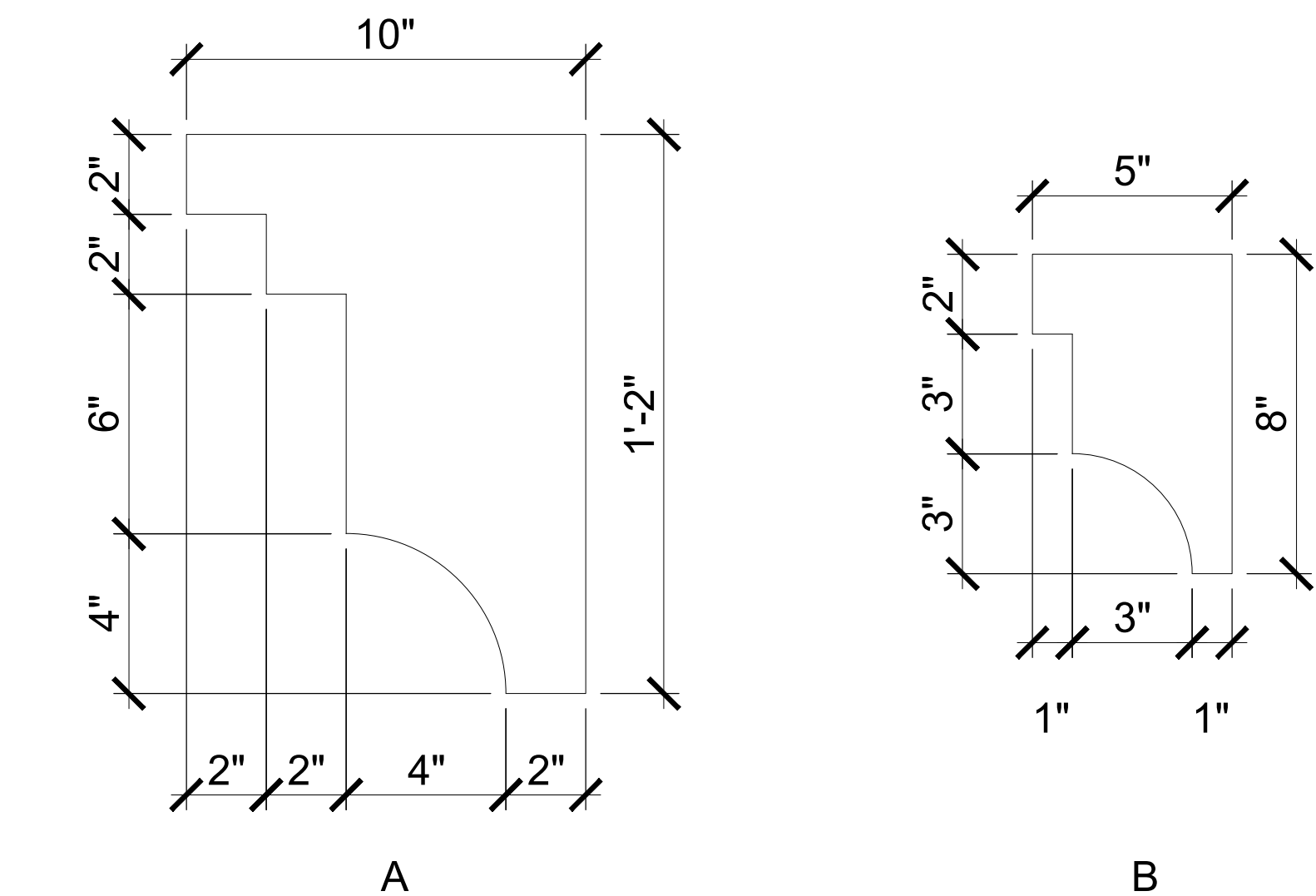
02 NORTH EXTERIOR ELEVATION
A-400 SCALE: 1/8" = 1'-0"



03 WEST EXTERIOR ELEVATION
A-400 SCALE: 1/8" = 1'-0"



04 EAST EXTERIOR ELEVATION
A-400 SCALE: 1/8" = 1'-0"



05 EXTERIOR PARAPET PROFILE
A-400 SCALE: 3" = 1'-0"

SYMBOL LEGEND / SHEET REFERENCES:	
XX	SEE KEYNOTES ON THIS PAGE
XXX	SEE PAGE A-700 FOR ROOM FINISH LEGENDS
XXX	SEE PAGE A-700 FOR ROOM FIXTURE LEGENDS & EQUIPMENT
XXX	SEE PAGE A-730 FOR DOOR SCHEDULES AND DETAILS
XXX	SEE PAGE A-730 FOR WINDOW TYPES AND DETAILS
XXX	SEE FINISH SCHEDULE A-700 FOR ROOMS TO RECEIVE SOUND INSULATION
XXX	ALL INTERIOR FURNITURE OFOI, UNLESS OTHERWISE NOTED
XXX	SEE A-200 SERIES SHEETS FOR REFLECTED CEILING PLANS
XXX	SEE A-400 SERIES SHEETS FOR EXTERIOR ELEVATIONS & DETAILS
XXX	SEE A-700 SHEET FOR FF&E LEGEND, FINISH SCHEDULE, FINISH LEGEND, INTERIOR ELEVATIONS, & VENDOR LISTS

EXTERIOR ELEVATIONS GENERAL NOTES:
1 - ALL ALTERNATE MATERIALS NOT USED WILL BE STUCCO (P-1) VERIFY USE AND FINISH OF MATERIALS WITH OWNER
2 - EXTERIOR SIGNAGE TO BE DETERMINED
3 - ANY WALL VENTS / GRILLES TO MATCH ADJACENT WALL COLOR

EXTERIOR ELEVATIONS KEYNOTE LEGEND:	
XX	
01	STUCCO (COLOR: P-1)
02	EXTERIOR STONE BUILDING WATER TABLE (WS-1)
03	PARAPET CAP (COP-1)
04	PRECAST CONCRETE SILL
05	ANODIZED ALUM STOREFRONT (BRUSHED ALUM FINISH)
06	PREFINISHED MTL GUTTER & DOWNSPOUT MATCH (P-3)
07	PREFINISHED MTL SCUPPER & DOWNSPOUT WHEN ON BUILDING MATCH (P-1) WHEN ON COLUMN MATCH (P-3)
08	DECORATIVE CORNICE (P-9). SEE DETAIL 5A/A400 FOR PROFILE
09	ACM FASCIA PANELS (BLACK) WITH VINYL GRAPHICS BY SIGN VENDOR
10	CANOPY COLUMNS FINISH (P-3)
11	CONCRETE PIER @ 36" A.F.G. FINISH (P-3)
12	STEEL DOOR (MATCH P-1) STEEL FRAME (MATCH P-10)
13	GAS METER
14	24" HIGH STAINLESS STEEL DOWNSPOUT GUARD. ANCHOR WITH STAINLESS STEEL LAG SCREWS AND WASHERS
15	6" Ø CONC. FILLED MTL. PIPE BOLLARD. COLOR: YELLOW
16	MTL. OVERHEAD DOOR
17	DECORATIVE CORNICE (P-9). SEE DETAIL 5B/A400 FOR PROFILE

PROJECT NUMBER: XXX
DRAWN BY: XXX
CHECKED BY: XXX

NOT FOR CONSTRUCTION

P.O.R. NAME
LICENSE# XXX
PROFESSIONAL OF RECORD
###-###-####

ENTERPRISE HOLDINGS, INC.
CLERMONT, FL
MULTI-BUSINESS LINE
NEW CONSTRUCTION

THIS DRAWING IS THE PROPERTY OF
ENTERPRISE HOLDINGS, INC.

REV.	ISSUE:	DATE:
	OWNER REVIEW	MM/DD/YY
	BID ISSUE	MM/DD/YY
	PERMIT ISSUE	MM/DD/YY
△	ARCHITECT ISSUED	MM/DD/YY

1700 SOUTH GRAND
HIGHWAY
CLERMONT, FL 34711

SHEET TITLE:
EXTERIOR
ELEVATIONS

SHEET NUMBER:
A-400



CITY OF CLERMONT

CONDITIONAL USE PERMIT

APPLICATION

Date 10/26/21		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Enterprise Rent A Car and Car Sales			
Applicant Enterprise Leasing Company of Orlando LLC			
Contact Person Robert Ziegenfuss			
Address 708 E. Colonial Dr, Ste. 100	City Orlando	State FL	Zip 32803
Telephone 407-271-8910 x501	Fax 407-442-0604		
Email bob@zdevelopmentservices.com			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name C/O MPG Property Group			
Owner Address 1851 W. Indiantown Rd, #101	City Juniper	State FL	Zip 33458
Telephone	Fax		
PROPERTY INFORMATION			
Address of Subject Property 1700 S. Grand HWY & Hooks Street	City Clermont	State FL	Zip 34711
General Location Located at 1700 S Grand HWY, Clermont - behind the Golden Coral Restaurant and the site also has frontage on Hooks Street.			
Legal Description & Alternate Key (include copy of survey) 3885083 (1700 S. Grand HWY) & 3885085 (Hooks St) Oak Hills Commons - Unit II Replat PB 64 PG 101 Lot 1A & Oak Hills Commons - Unit II Replat PB 64 PG 101 Lot 1C			
Land Use (City verification required) Vacant Commercial			
Zoning (City verification required) M1-Industrial District			



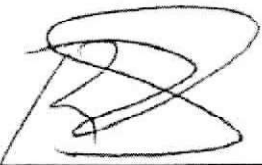
CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**

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

See attached Narrative

Robert Ziegenfuss

Applicant Name (print)

x 
Applicant Name (signature)

JOHN MCGILL

Owner Name (print)

x 
Owner Name (signature)

*****NOTICE*****

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

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

5/26/2020

CONDITIONAL USE PERMIT APPLICATION
DETAILED DESCRIPTION OF REQUEST
CITY OF CLERMONT

I. LAND USE AND ZONING

The Subject Property, totaling approximately 7.87 acres, is located with frontages on both Hooks Street and South Grand Hwy. The site is adjacent to existing commercial uses, including a Goodwill of Central Florida secondhand goods store, a Ford car dealership, Valvoline and a Golden Corral restaurant. The Subject Property is comprised of two parcels with M-1 zoning and a future land use designation of Commercial, as shown on the maps below:



Under Section 122-261 of the Code, “[t]he M-1 district is intended for industrial uses of such a nature that they do not create problems of compatibility with adjacent land uses.” As set forth below, the proposed use of the Subject Property does not include any industrial uses and will be compatible with adjacent land uses. Under the City’s existing Code, M-1 zoning allows a variety of uses, including but not limited to:

1. *All uses permitted in C-2 general commercial district, provided they meet the regulations of the C-2 district.*
2. *Offices or technical training enterprises*

C-2 zoning further allows by right:

1. *Retail businesses: Any retail business or service, including the sale of goods and services for resale, as long as it is incidental to and in conjunction with a retail business.*

Though offices and retail businesses are generally allowed in the M-1 zoning district by right, the City requires a conditional use permit (“CUP”) approval for automotive uses.

Under Objective 1.9 of the City's Comprehensive Plan, the "commercial category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population." Policy 1.9.1 furthers, "[t]he commercial land use category shall accommodate activities such as general retail sales and services, professional and business offices, personal services and limited residential use." Policy 1.9.2 continues that "[t]he maximum intensity of commercial development shall be limited to 0.25 FAR."

II. PROPOSED USE

Enterprise Leasing Company of Orlando, LLC ("Enterprise") is the end user for the proposed development. Enterprise's corporate focus is on environmental impact and sustainability, philanthropy and community relations, including \$120 dedicated to fighting hunger and advancing social and racial equity. Importantly, Enterprise is committed to providing the highest quality services to any community in which it has the privilege to operate.

The proposed use is principally for passenger vehicle and small box truck leasing, but there will be ancillary sales of passenger vehicles (vehicles under 2 years with manufacturer's warranty) on site. To ensure quality vehicles with the highest standard of care of cleanliness are provided to our customers, additional ancillary uses of onsite car wash and limited vehicle maintenance will be integrated into the business operations. However, the car wash and maintenance services are limited to vehicles being leased or sold and is not open to the general public.

III. CUP CRITERIA

Under Section 86-144, the following criteria apply to any CUP request, which are satisfied as noted below:

(1) The granting of the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city;

As noted above, the proposed use is consistent with the existing pattern of adjacent commercial development and meets the policies and goals of the City's Commercial future land use designation.

(2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity;

The project is not detrimental to the health, safety or general welfare of persons residing or working in the vicinity. Rather, it will provide a needed service to the City's residents in an upscale new building that will bring approximately 30 new jobs to the community.

(3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and

The proposed use meets or greatly exceeds all requirements set forth under the City's Code, as shown here:

BUILDING SETBACKS:	<u>REQUIRED</u>	<u>PROVIDED</u>
FRONT (WEST, S. GRAND HWY.)	25 FT	275.0 FT
SIDE (NORTH)	12 FT	82.3 FT
SIDE (SOUTH)	12 FT	194.3 FT
REAR (EAST)	25 FT	291.4 FT
LANDSCAPE BUFFERS:		
FRONT (WEST, S. GRAND HWY.)	15 FT	38.5 FT
SIDE (NORTH)	10 FT	29.5 FT
SIDE (SOUTH)	10 FT	97.8 FT
REAR (EAST)	10 FT	25.9 FT

(4) The proposed use may be considered desirable at the particular location.

Though it has a Commercial future land use designation, the Subject Property has a zoning of M-1, which is not similar to any of the surrounding commercial zoning designations. There are a multitude of more intense uses that could be permitted on this site by right, including light manufacturing or warehousing (for industries such as lumber and building material yards and electrical/plumbing supplies), up to 100,000 SF of retail buildings and gas stations/convenience stores. Enterprise would be compatible with the adjacent existing uses and would not create any traffic hazards or negative off-site impacts.

IV. CONCLUSION

The project will provide a more desirable use than the existing manufacturing zoning would permit, will meet and in most cases greatly exceed minimum development standards under Code, and will satisfy the applicable CUP criteria. We respectfully request approval of the CUP requested herein and appreciate the City's consideration of the same.



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	11/16/2021
Order Number:	6543307
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	62.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	11/30/2021 - 12/07/2021	Govt Public Notices
LEE dailycommercial.com	2	11/30/2021 - 12/07/2021	Govt Public Notices

Total Order Confirmation

\$191.04

Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request for a Conditional Use Permit (CUP) to allow for vehicle sales and rental services in the M-1 Industrial zoning district, as required by the code for Section, 122-264, at the following location:

LOCATION:

Vacant parcels located at 1700 South
Grand Highway
and Hooks Street
(Alternate Key 3885083 & 3885085)

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

The Clermont Planning & Zoning Commission will consider this request at a public meeting on Tuesday, December 7, 2021 at 6:30 PM.

The Clermont City Council will consider this request at a public meeting on Tuesday, December 14, 2021 at 6:30 PM.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

6543307
November 30, 2021 &
December 07, 2021



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Citizen Request <i>Trolley Pub</i>		
Requested Action		
Staff Report		
Darren Johnson has requested placement on the December 14th meeting agenda to request the City Council create an ordinance to allow for commercial megacycles, as defined by state statutes, to operate within the CRA as a commercial "Trolley Pub" business. State statute only permits commercial megacycles with approval from the local jurisdiction in which they are proposed to operate. City staff, the police department and city attorney have reviewed similar ordinances throughout the state. State statutes define a commercial megacycle as: Commercial megacycle.--A vehicle that has fully operational pedals for propulsion entirely by human power and meets all of the following requirements: (a) Has four wheels and is operated in a manner similar to a bicycle. (b) Has at least 5 but no more than 15 seats for passengers. (c) Is primarily powered by pedaling but may have an auxiliary motor capable of propelling the vehicle at no more than 15 miles per hour.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Council Agenda Item backup 12_14_21	Council Agenda Item backup 12_14_21.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 8:30 p.m. in the Council Chambers at City Hall unless otherwise noticed.

I am a: ☒ Citizen ☐ Council Member

Requestor: Darren Johnson
PRINTED NAME

Date Submitted: 11/15/21

Address: 1075 W. Lakeshore Dr.

Preferred contact: ☒ Cell 352-305-6866 ☐ Work phone _____
☒ E-mail darren@darrenjohnson.com ☐ Fax _____

I respectfully request the below item be placed on the 12/14/21 (Date) Agenda for City Council consideration.

1) Describe item to be considered and area of City involved, if any: Downtown

2) Executive Summary of item and Action sought by Council: _____

Approval to operate a trolley pub in the CRA

3) Do you need time to present this item? ☒ Yes ☐ No If so, how much? _____

4) Will your item have supporting documents? ☒ Yes ☐ No If so, how many pages? 3

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: 11/19/2021

hs 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



ECO PEDAL-POWERED TOURS

WHAT

Trolley Pub is a pedal-powered, eco-friendly, pub-crawling trolley for up to 14 people at a time. The Trolley Pub is powered by YOU and your fellow pedalers.

HOW

Explore downtown as you pedal to the best sights and destinations.

Our 14-person pedaled party on wheels is also perfect for bachelor or bachelorette parties, birthdays, company outings, brewery tours, sightseeing, themed nights out. — and **MORE** !

PUB CRAWLS

Our pedal-powered pubcrawls (7-14 riders) are our most popular tour. Choose three pubs to stop by along your tour. Pack your own cooler with snacks and beverages and get ready to have the pubcrawl of your life!

MIXER NIGHTS

Want to try the Trolley Pub but don't have enough people to fill a full tour? Never fear! On Mixer Tours, you can buy tickets on the Trolley Pub and you will be mixed with other fun-loving riders.

SPECIAL EVENTS

Would you like to use Trolley Pub at your next special event? We offer special rates and can bring the Trolley Pub to your location. Perfect for weddings, birthdays, corporate events and more.

BOOK TODAY!

WWW.TROLLEYPUB.COM

352-995-7800



April 5, 2021

Stent 641 West Ave



1:4,995
0 0.0425 0.085 0.17 mi
0 0.05 0.1 0.2 km
Lata County Property Appraiser



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Board Appointments		
Requested Action		
Staff Report		
Notice was advertised requesting a letter of interest/resume to be submitted to the Clerk's office for individuals interested in serving on the available boards. Attached are the letters of interest submitted to the City. The city code requires individuals serving on the Planning and Zoning Commission to be an elector of the city. The Pension Board of Trustees requires that individuals serving to live in the city limits.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Board Appointment Requests (2022-2023) - Voted 12.14.2021	Board Appointment Requests (2022-2023) - Voted 12.14.2021.pdf	
2. Outside Agency Appt CY2022 - Voted 12.14.2021	Outside Agency Appt CY2022 - Voted 12.14.2021.pdf	
3. Colby, David - 11.30.2021 - Planning & Zoning	Colby, David - 11.30.2021 - Planning & Zoning.pdf	
4. McAllister, Jane - 11.19.2021 - Planning & Zoning	McAllister, Jane - 11.19.2021 - Planning & Zoning.pdf	
5. Gustafos, Joe - 11.03.2021 - Planning & Zoning	Gustafos, Joe - 11.03.2021 - Planning & Zoning.pdf	
6. Guerrero, Ariel - 11.30.2021 - Planning & Zoning	Guerrero, Ariel - 11.30.2021 - Planning & Zoning.pdf	
7. Duhon, Paul - 11.2021 - Planning & Zoning	Duhon, Paul - 11.2021 - Planning & Zoning.pdf	
8. Gonzalez, Michael - 11.29.2021 - Planning & Zoning	Gonzalez, Michael - 11.29.2021 - Planning & Zoning.pdf	
9. Hutto, G. Ross - 11.2021 - Planning & Zoning	Hutto, G. Ross - 11.2021 - Planning & Zoning.pdf	
10. Evenden, Barbara - 11.22.2021 - Planning & Zoning	Evenden, Barbara - 11.22.2021 - Planning & Zoning.pdf	
11. Walters, Beth - 11.2021 - Planning & Zoning	Walters, Beth - 11.2021 - Planning & Zoning.pdf	
12. Grube, Dieter - 11.2021 - Planning & Zoning	Grube, Dieter - 11.2021 - Planning & Zoning.pdf	
13. Franklin, Marshall - 11.30.2021 - Planning & Zoning (2)	Franklin, Marshall - 11.30.2021 - Planning & Zoning (2).pdf	
14. Norton, Matthew - 11.22.2021 - Planning & Zoning	Norton, Matthew - 11.22.2021 - Planning & Zoning.pdf	
15. Johnson, Simon - 11.11.2021 - Planning & Zoning (2)	Johnson, Simon - 11.11.2021 - Planning & Zoning (2).pdf	
16. Johnson, James - 11.15.2021 - Planning & Zoning	Johnson, James - 11.15.2021 - Planning & Zoning.pdf	
17. Baker, John - 11.25.2021 - Police Pension	Baker, John - 11.25.2021 - Police Pension.pdf	
18. Johnson, James - 11.15.2021 - Police Pension	Johnson, James - 11.15.2021 - Police Pension.pdf	
19. Pastor, Richard - 11.10.2021 - Fire Pension	Pastor, Richard - 11.10.2021 - Fire Pension.pdf	

2022-2023 BOARD APPOINTMENT REQUESTS

PLANNING AND ZONING COMMISSION (3 Seats Available) (2 Year Term)	REQUESTOR	ADDRESS/SUBDIVISION	PRIOR SERVICE TO THE CITY	LIVES IN CITY	REGISTERED CITY VOTER	REQUESTING
	David Colby	3072 Santa Maria Avenue	P&Z (2018 - Pres)	YES	YES	Reappointment
	Jane McAllister	2151 Winsley Street	P&Z (2020 - Pres)	YES	YES	Reappointment
	Joe Gustafson	3699 Corsica Lane	P&Z (2020 - Pres)	YES	YES	Reappointment
	Ariel Guerrero	203 Pleasant Hill Drive	No Prior Service	YES	YES	Appointment
	Paul Duhon	2375 Lakeview Avenue	No Prior Service	YES	YES	Appointment
	Michael Gonzalez	2892 Beaver Ridge Loop	No Prior Service	YES	YES	Appointment
	G. Russ Hutto	326 W. Osceola Street	No Prior Service	YES	YES	Appointment
	Barbara Evenden	2430 Woodward Hill Court	No Prior Service	YES	YES	Appointment
	Beth Walters	1258 Shorecrest Circle	No Prior Service	YES	YES	Appointment
	Dieter Grube	3612 Briar Run Drive	No Prior Service	YES	YES	Appointment
	Marshall Franklin	11250 Harder Road	No Prior Service	NO	NO	INELIGIBLE
	Matthew Norton	126 Orange Avenue	No Prior Service	YES	NO	INELIGIBLE
	James Johnson	854 Zeek Ridge Court	No Prior Service	YES	NO	INELIGIBLE
	Simon Johnson	10514 Via Lugano Court	No Prior Service	NO	NO	INELIGIBLE

POLICE PENSION BOARD (1 Seats Available) (2 Year Term)	REQUESTOR	ADDRESS/SUBDIVISION	PRIOR SERVICE TO THE CITY	LIVES IN CITY	REGISTERED CITY VOTER	REQUESTING
	John Baker	EXEMPT FROM PUBLIC DISCLOUSRE	Police Pension (2010 - Pres)	YES	Not Required	Reappointment
	James Johnson	854 Zeek Ridge Court	No Prior Service	YES	Not Required	Appointment
	G. Russ Hutto	326 W. Osceola Street	No Prior Service	YES	Not Required	Appointment
	Marshall Franklin	11250 Harder Road	No Prior Service	NO	Not Required	INELIGIBLE

FIRE PENSION BOARD (2 Seats Available) (1 Appt. Confirmation) (2 Year Term)	REQUESTOR	ADDRESS/SUBDIVISION	PRIOR SERVICE TO THE CITY	LIVES IN CITY	REGISTERED CITY VOTER	REQUESTING
	Richard Pastor	3483 Chessington Street	No Prior Service	YES	Not Required	Appointment
	James Johnson	854 Zeek Ridge Court	No Prior Service	YES	Not Required	Appointment
	Marshall Franklin	11250 Harder Road	No Prior Service	NO	Not Required	INELIGIBLE

Outside Agency Appointments

Agency/Board	Current Appointee CY2021	CY2022	Term Length	Term Expiration
South Lake Chamber of Commerce	Council Member Pines		1	
Lake County League of Cities Board of Directors	Council Member Bates		1	
Metropolitan Planning Organization (MPO) Governing Board	Council Member Purvis		1	
MPO Governing Board (Alternate)	Council Member Bates		1	
MPO Community Advisory Committee	Vincent Niemiec	Vincent Niemiec	3	Term Expires in December 2023
Lake County Arts and Cultural Alliance	Chris Dudeck	Chris Dudeck	3	Term Expires in July 2023
Lake County Arts and Cultural Alliance (Alternate)	Shirley Draper	Shirley Draper	3	Term Expires in September 2023
Tourism Development Council	Council Member Entsuah	Council Member Entsuah	2	Term Expires December 2022
Lake Apopka Natural Gas	Mayor Murry		1	

Tracy Howe

From: David Colby <davidc@southlakechamber-fl.com>
Sent: Tuesday, November 30, 2021 4:25 PM
To: Curt Henschel
Cc: Tracy Howe
Subject: Reappointment on P&Z Commission

Curt,

I am interested in being reappointed to the Clermont Planning and Zoning Commission. As you know I have served on the Commission for the past 4 years. I am pleased to be able to bring my 25 years of experience in working with local businesses to this board. I hope that the City Council will once again agree that I am a good fit to serve in this capacity. I look forward to speaking with you soon.

Best,

David Colby

David B. Colby

President & CEO

South Lake Chamber of Commerce

620 W. Montrose Street · Clermont · Florida · 34711

Office: 352-394-4191 · Fax: 352-394-5799

Email: DavidC@southlakechamber-fl.com

Website: southlakechamber-fl.com



Jane C. McAllister
2151 Winsley Street
Clermont, FL 34711
352-989-5764

November 19, 2021

Tracy Ackroyd Howe, City Clerk
Clermont City Hall
685 W. Montrose Street
Clermont, FL 34711

Dear Tracy,

Should it behoove the City Council I would like to continue to serve the citizens of Clermont as a member of the Planning and Zoning Commission for another term.

The Council's consideration will be most appreciated.

Yours truly,

Jane C McAllister

Beth & Joe Gustafson
3699 Corsica lane
Clermont, Florida 34711
407-654-9004 – Tel.
407-491-3139 - Cell
Jgustafson4@cfl.rr.com
Gustafsonbeth1@gmail.com

November 3, 2021

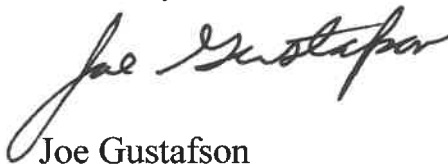
Mr. Curt Henschel
Development Services Director
685 West Montrose Street
Clermont, Florida 34711

Dear Mr. Henschel,

This letter is to submit my name for consideration as a continuing member of the Clermont Planning and Zoning Commission for the next 2 years – 2022-2023.

I have been a resident of Clermont for about 9 years. Since attending the Clermont Citizens Academy about 5 years ago, I have had a substantial interest in the city's future. My 2 years' service on the current P&Z Commission, plus substantial business experience, (attached), can hopefully contribute to the deliberations of the Planning and Zoning Commission.

Sincerely,



Joe Gustafson

CC: J Kruse

Attached - Resume

Joe Gustafson

3699 Corsica Lane

Clermont, Fl. 34711

Graduated from the NY State Maritime College in 1965 with a US Navy Ensign Commission, Coast Guard Officer License, and degrees in Meteorology and Oceanography. Served as 3rd & 2nd Mate in the US Merchant Marine for 4 years as Navigation and Cargo officer, and 6 years in US Navy reserve.

Worked 26 years at NYNEX, (now Verizon) – took an early retirement as Managing Director of Business Market Development.

Consulted for Long Island University – regarding their Venture Capital Masters Game.

Started a Strategy Development Consulting firm - J G Market Development LLC.

After 2 years was asked to join a consulting firm, (IPG), as an Associate. Two years later was then asked to join another consulting firm, (VPA), as Managing Partner. After 5 years sold my shares in the firm to the other partners; wanted to give back to society and do volunteer work.

Was a Court appointed Professional Guardian for people who were unable to care for themselves financially, medically, or personally.

Served on the Board of Banana Bay Estates HOA, Board of Governors of The Windemere Country Club, and the Resident Advisory Council at Heritage Hills.

Created and chaired the Windermere Country Club Foundation, (WCCF - 501-C-3), to raise money for local Central Florida Charities. Over a 15-year period WCCF raised almost \$1,000,000 for various local charities. The last 7 years were dedicated to raising funds to provide the families of Disabled Veterans with Mortgage Free homes; helped provide 7 mortgage free homes to these veterans.

For 17 years served as volunteer chairmen for the Arnold Palmer Invitational to benefit the Winnie Palmer and Arnold Palmer hospitals. Selected as 2015 Volunteer of the year from a total of 1400 volunteers. For 11 years served as a volunteer chairman for The Walt Disney World golf event to benefit The Children's Miracle Network Hospitals.

Currently serving as Vice Chairman of the Clermont Planning and Zoning Commission. Is a part-time volunteer at Special Olympic events, and a part time consultant to a group of parents of challenged children who are planning to build a Special Place for these children in The Villages.

Has been a guest lecturer at Long Island University, Florida State University and Seminole CC.

From 1956-1962 worked at Yankee Stadium as peanut vendor, ground crew, and scoreboard operator.

Joe and wife Beth currently live in Heritage Hills. They have two daughters and 5 Grandchildren living in Long Island NY.

Ariel O. Guerrero
203 Pleasant Hill Drive
Clermont, FL 34711
aog373@gmail.com
November 30, 2021

Tracy Ackroyd
City Clerk
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

Dear Tracy Ackroyd:

I am respectfully requesting to be consider for the available seat in the City Planning and Zoning Commission.

I moved to Clermont on September 18, 2014, and I never looked back. I fell in love with the city and the community. I want to serve in one of the Advisory Boards to be an integral part of the community.

With my 30 years of Military Service and 26 years of Federal Government, specially on the oversight of federal contracts serving the community. I'll bring a lot of knowledge and expertise with the development of federal contracts within the community. This opportunity is unique and an honor to serve and directly make an impact within my community.

Thanks for the opportunity to be considered for the Advisory Board.

Sincerely,



Ariel O. Guerrero

Ariel Omar Guerrero
203 Pleasant Hill Drive
Clermont, FL 34711 United States
Mobile: 305-788-3195 - Ext:
Evening Phone: 305-788-3195 - Ext:
Email: aog373@gmail.com

Work Experience:

Federal Bureau of Prisons
6303 County Road 500
Wildwood, FL 34785 United States

04/2014 - Present

Salary: 0.00 USD Per Year

Hours per week: 40

Series: 1102 Pay Plan: GL Grade: 12

Contract Oversight Specialist (This is a federal job)

Duties, Accomplishments and Related Skills:

I am responsible for all contractual aspects of 7 major use contracts, 8 IGA's and conduct yearly site visits to 22 state borders, to be in compliance with the assigned Statement of Work (SOW). I maintain liaison with the local city, county, state law enforcement and federal agencies that could impact the day to day operations for all contracts within their jurisdictions. I have conducted for potential contractors 11 preliminary site inspections. Conducted site visits to the proposed facility to ensure they are environmentally friendly/safe and in compliance with all of the contractual BOP requirements. For awarded contracts I have conducted and cleared criminal background checks for all contract staff prior to performance and ensured all staff requirements are met. I have conducted 5 pre-occupancy inspections to ensure the awarded contractor has resolve and corrected all prior identified deficiencies, discrepancies and any other issues noted during the Clarifications and Discussions sessions with the Contracting Office. All of these requirements were completed in a timely manner and if any issues were found, a delay on contract activation was requested to ensure compliance with the BOP guidelines. I have monitored 10 major contracts for some or the life of the contract, conducting unannounced and announced site inspections, routing telephonic day to day basis, reviewed incoming related contractor correspondence, provided significant amount of technical assistance during site visits, telephonically or via email, ensuring prompt trouble shooting and problem solving. After every monitoring, the required reports and letters are prepared timely and with minimal to no corrections need it. Additionally, be an integral part of the community relationships as a BOP liaison to the contractor and any other federal agencies involved during the life of the contract. All of this was properly and clearly documented in the official contract file. I have spearheaded the directive to convert all contract files in electronic files within the Orlando and now absorbed Miami office (12 Major). I review and analyzed all data and information provided from the contractor to the RRM office to identified discrepancies or flaws with the operations of the facilities. After a review of all provided information and documentation, I have suggested and implemented plans of action to resolve the found issues. With minimal to zero supervision of the RRM, I been responsible to audit and the review of monthly submitted UA logs, current staff rosters ensuring all staff has received the required background clearances and training, contractors required quarterly reports, home confinement reports and employment reports among other required information. I conduct all of the required annual and key staff training for all of the contracts under my responsibility. I have developed a comprehensive curriculum that covers all or any operational changes, addressing new technical directions, national policies changes or modifications. I conducted training on facility sanitation, life and safety, basic correctional techniques, employee ethics, pat and area searches, inmate discipline among other topics from the SOW or PWS. Conduct the required key staff training to ensure compliance for the RRC Directors, CM's, EPS's or SSC's. With the key staff I review CDC procedures, Inmate Intake and Orientation the Resident Programming chapter. Also, organized and conducted several annual Facility Directors and Key staff meetings. I scheduled and secured the support of the local BOP Institution, from subject matter experts in different aspects of facility operations and possible inmate issues. Personnel from the FCC Coleman present topics ie. Inmate Discipline, Religious Issues, Food Service, Medical Services or First Responder among any other requested topics from the contractors. The meetings also had the participation of the

liaison servicing USPO's to the RRC's. Additionally, I have organized CDC training for the contractors and it was conducted at the United States Probation Middle District of Florida. I been appointed as a resource to newly hired COS's. Since the inception of R3M I have established as the go to person in the office for any R3M related matters. I have a solid knowledge base of the capabilities of the system and how it supports the mission of the branch. Acting RRM, BOP and RRM staff reach out on daily basis to me for clarifications, corrections or any situation related to the program. The staff use me as a resource for guidance on the day to day duties or any unusual circumstances they may encountered. In the last Orlando RRM Office Program Review all contracting sections did not received any discrepancies or advise items. Maintained a close and professional relationship with the Contracting Officers.

Supervisor: Darlene Tyler (352-689-7390)

Okay to contact this Supervisor: Yes

Federal Bureau of Prisons

401 N Miami Avenue

Miami, FL 33128 United States

10/2005 - 04/2014

Salary: 76,937.00 USD Per Year

Hours per week: 40

Series: 0006 **Pay Plan:** GS **Grade:** GS11

Residential Reentry Specialist (This is a federal job)

Duties, Accomplishments and Related Skills:

I assisted the RRM and COS during increased periods of work and during their absences. I performed with minimal to no supervision, Residential Reentry Centers (RRC) safety and sanitation inspections, programming and all other reviews of six locations, ensuring compliance with what is stipulated in the awarded contract and the BOP guidelines. I submitted my findings in official reports to the RRM and the Regional Management Team (RMT). I have used the National Fire Protection Agency (NFPA) handbook and codes while performing preliminary site inspections, instrument reports as well as routine announced and unannounced oversight reviews. I have participated in OIA investigations and assisted the RRM and COS in decision making regarding disciplinary problems as it pertains to staff within the RRC. I have participated, represented as well as co-chaired several Community Relation Boards. These committees promote a strong communication between the Residential Reentry Centers, the US Probation Office, local Law Enforcement as well as local leaders. I prepared monthly and quarterly reports for the RRM in a timely manner with accuracy. As the Residential Reentry Specialist for the Miami office I assisted the RMT during staff shortages. I worked and communicated effectively with the staff in the Regional Management Financial Office, RMT and all RRM's at the local offices regarding all expenses and budget projections. I participated in several staff assist at the Regional Office and RRM offices. During my participation on multiple office staff assist, I resolved inmate confinement discrepancies, administrative problems and personnel issues at the office levels. With the guidance of the office COS completed quarterly on site monitoring of several RRC's within the South East Region. I also made daily office decisions and acted on his/her behalf during the absence of the RRM's. I responded promptly and professionally to multiple inquiries from the Regional Director, Regional Deputies and other Regional Administrators. I researched and drafted several responses for Administrative Remedies on behalf of the RRRRA and the Regional Director. I have prepared responses to Congressional inquiries at the RRM office as well as for the SERO. I reviewed institution referrals for correct information, accuracy of all forms and completeness of the packets. I reviewed and authorized community confinement requests reviewing and approving home confinement plans and furlough requests as well as subsistence and employment waivers. I also monitored and completed all in transit forms for Residential Reentry failures. On a daily basis I monitored the daily movement log in Sentry to be sure data is up to date and accurate. I maintained my CIM certification. I monitored a CIM daily log in Sentry and reviewed all clearances for CIM inmates to ensure they had the proper needed clearance. I assumed the duties of the Budget Analyst temporarily (04/2011 - 02/2013) as a collateral duty, overseeing and maintaining the Residential Reentry Regional Office budget to pay for inmates confinements at the RRC's, local jails and medical expenses incurred by the inmate. I implemented Excel spreadsheets for tracking purposes. This new implemented tracking system allowed me and future staff to effectively monitor budget expenditures for the two major decision units at the regional level and local offices. With this new

system, the margin of error is 1% for future projections. I was an integral part of the decision making process to determine funds allocation for past, current and upcoming fiscal year expenditures for the SER Residential Reentry Office and all four local Residential Reentry Offices. As the RRS I was tasked with being responsible for the escape log and monitoring all inmates on escape status. I completed all paperwork associated with an escape to include the escape report and the apprehension report when the inmate was apprehended. I monitored all Center Discipline Committee (CDC) process until the completion of the Disciplinary Hearing for all inmates designated to one of the 6 Residential Re-Entry Centers (RRC). I reviewed all CDC packets that were generated within the RRC for accuracy and completeness. I forwarded all CDC packets to the Discipline Hearing Officer and upon completion updated the inmate designation back to his/her parent facility if applicable. I am the subject matter expert regarding Discipline Hearing matters within the RRM Office-Miami as I completed the DHO training. I coordinated CDC and Annual BOP Staff training for the staff at the RRC's. Thanks to this training that was completed on quarterly basis, accuracy and completeness of the CDC packets was increase to 100 percent. I organized yearly RRC Facility Director Meetings for training and networking purposes. This meetings served as a direct avenue between the BOP and the contractors to correct any contractual discrepancies.

Supervisor: Carlos Rodriguez (305-215-3933)

Okay to contact this Supervisor: Yes

United States Navy Reserve
9500 Armed Forces Reserve Dr.
Orlando, FL 32827 United States

01/1993 - Present

Salary: 0.00 USD Per Month

Hours per week: 15

Seniro Chief Petty Officer

Duties, Accomplishments and Related Skills:

As a Senior Chief Petty Officer during my deployment from March 8, 2013 though January 2014, I was responsible for the medical training readiness of 309 United States Marines and Sailors that are located within five different remote locations in the Continents of Africa and Europe. I coordinate their medical trainnig and support during their forward deployments. I am the point of contact to coordinate anything necessary within my detachment; I approve any medical evacuation to the nearest military hospital outside the continent. I am also responsible for over \$850,000.00 of sensitive medical equipment and supplies. Prior to forward deployments, I reviewed the medical and training requirements and selected the proper staff and medical support that is needed to support our current mission. I complete Performance Evaluations for the junior staff that is assigned to our command. I prepare and present medical weekly briefings to the Commanding Officer and pre movement medical support. I also prepared a bi-weekly basis budget report for the purpose of monitoring expenses and any unforeseen medical needs in the future.

As the Senior Medical Representative, I have to do food and water safety and sanitation inspections at remote locations. I have to prepare and submit official reports prior to contracts be awarded to prospective companies. In my reserves unit 4th MLG 4th Med Bn, San Diego, CA., I am a Command Senior Enlisted Leader of 489 Hospital Corpsman and Marines. I ensured all sailors were ready to be mobilized within short notice. I coordinate, organize and maintain all of their required medical and military training that is imperative to maintain 100% mobilization readiness. I prepare and submit the sailors yearly performance evaluations and also submit their names for awards and recognition. I also complete performance counseling for disciplinary reasons or any other reasons that may need more individualized attention for the sailor. I was forward deployed to the country of Uganda and though to 42 Ugandan People Defense Forces and thought them food and living quarters sanitation.

Completed Senior Leadership Course 2009.

Supervisor: CAPT Charles Briseno (239-209-7317)

Okay to contact this Supervisor: Yes

Federal Bureau of Prisons
Federal Detention Center

33 NE 4 Street
Miami, FL 33132 United States

06/2002 - 10/2005

Salary: 56,755.00 USD Per Year

Hours per week: 40

Series: 0006 Pay Plan: GS Grade: GS09

Supervisory Correctional Systems Specialist (This is a federal job)

Duties, Accomplishments and Related Skills:

As the Supervisory Correctional Systems Specialist I supervised a number of personnel to include Mail Room staff, Administrative Assistants, Legal Instruments Examiners in the Inmate Records Office, and Receiving and Discharge staff. As the supervisor, I supervised a staff compliment of around 23 to 25 to include two other supervisors, four legal technicians, two administrative assistants and 15 Inmate Systems Officers. I completed evaluations for the ISM staff, quarterly log entries, recommended staff for awards and promotions, assisted in deciding disciplinary actions against subordinate staff. I also assisted in resolving complaints and grievances regarding the union and management and completed training requests for all subordinate staff. Along with all my supervisory responsibilities I was proficient at all job duties within the Inmate Systems Department, however, I was a subject matter expert regarding inmate commitment paperwork, inmate movement and sentence computations to include old law and DC inmate cases. I was a final reviewer for all release paperwork, transfer and furlough paperwork prior to the inmate movement. I also reviewed all releases for Good Conduct time, Extra Good Conduct time and Statutory Good time discovering any discrepancies.

When the ISM Manager retired I was appointed by the Executive Staff as the acting Inmate Systems Manager, based on my well rounded knowledge and expertise of all sections of the ISM Department. I was the Acting ISM Manager for a period of nine months. During this time frame, I revised all ISM Department Institutional Supplements. Since these supplements were getting outdated due to the quick changes and new directives from the Federal Bureau of Prisons I updated all of them with ease.

I was the inmate property Tort Claims coordinator for the department. I was responsible to ensure that Tort Claims were processed expeditiously and with all research complete. I implemented a tracking system with spreadsheets that provided the department with a visual guide on time frames and deadlines.

I was selected by the Regional Inmate Systems Administrator to participate in multiple Staff Assist at different custody level of institutions, ie. FCC Coleman Low and Medium, FCI Miami. I reviewed and certified hundreds of inmates sentence computations prior to their release from custody or their furlough to Residential Reentry Centers in the absence of the Inmate Systems Manager.

I coordinated monthly trainings for the ISM staff to introduce them to new policies and procedures. As a result of this training schedule the department was run more effectively and more efficiently.

As a result of my efforts, dedication to duty and hard work I was selected as the Supervisor of the quarter two times during my period as a supervisor. Several of the staff was selected as Employee of the Month and one as the Employee of the Year for the Federal Detention Center.

I completed the NCIC Instructor course with the Department of Justice and Bureau of Prisons. I am presently still certified as a NCIC Instructor as I completed the recertification course in April 2011.

Supervisor: Osmido Izquierdo (305-542-9016)

Okay to contact this Supervisor: Yes

Education:

University of Maryland University College Germany, AE United States
Some college (no degree)

Credits Earned: 24 Quarter Hours

Colegio Universitario Del Este Carolina, PR United States
Some college (no degree)

Credits Earned: 12 Semester Hours

Job Related Training:

Contracting Officer's Representative Certificate Level III 2019, Central Inmate Monitoring System 2012/2009, Cardio Pulmonary Resuscitation/Automatic External Defibrillator Instructor 2012, Residential Reentry National 2011, NCIC/NLETS Instructor Refresher 2011/2009, Financial Management Federal Government Purchase Card 2011/2009, Prisoner Transportation Basic Armed Requalification 2010/2004, Firearms Instructor Requalification 2010, Discipline Hearing Officer 2009, Residential Reentry Fundamentals 2007, Community Corrections Cross Development Course 2005, Residential Reentry Familiarization 2005, Labor Management Relations, Supervisors and Managers, Instructors Skills 2004/2003, Inmate Systems Management 2004, Civil Treatment for Managers 2004, Principles of Leadership 2001, Correctional Programs 2000, Sentence Computation Advance 2000, Safety 1999, Sentence Computation Principles 1998, Inmate Systems Officer 1996.

Language Skills:

Language	Spoken	Written	Read
Spanish	Advanced	Advanced	Advanced

Spanish

Spoken	Advanced
Written	Advanced
Read	Advanced

References:

Name	Employer	Title	Phone	Email
Diane Easter (*)	Federal Bureau of Prisons	Assistant Sector Administrator	202-598-3418	deaster@bop.gov
Dagoberto Perez (*)	US NAVY	LCDR Executive Officer	305-608-1179	dperez3580@comcast.net
Luis Cabrera (*)	Federal Bureau of Prisons	Operations Manager Lima Team	972-352-4487	

(*) Indicates professional reference

Diane Easter (*)

Employer	Federal Bureau of Prisons
Title	Assistant Sector Administrator
Phone	202-598-3418
Email	deaster@bop.gov

Dagoberto Perez (*)

Employer	US NAVY
Title	LCDR Executive Officer
Phone	305-608-1179
Email	dperez3580@comcast.net

Luis Cabrera (*)

Employer	Federal Bureau of Prisons
Title	Operations Manager Lima Team
Phone	972-352-4487
Email	

(*) Indicates professional reference

Additional Information:

Well rounded knowledge of the Microsoft Office Excel, Power Point and Word, Adobe presentations and Adobe Document creation software. High level of proficiency on the creation of Excel Spreadsheets and Power Point presentations.

2019 Special Act Award
2012 Sustained Superior Performance
06.03.12 Time Off Award
05.08.11 Quality Step Increase
07.17.11 Special Act Award

2004 Quality Step Increase
2004 Supervisor of the Quarter
2003 Quality Step Increase
09.06.02 Supervisor of the Quarter
08.03.01 Employee of the Month
05.11.01 Quality Step Increase
05.05.00 Quality Step Increase
04.06.00 Time Off Award
02.11.00 Time Off Award
10.15.99 Foreign Language Award
10.15.99 Special Act Award
05.07.99 Quality Step Increase
09.30.98 Special Act Award
10.01.97 Special Act Award
1997 Employee of the Month
08.14.96 Special Act Award

A decorative graphic at the top of the page consisting of several overlapping, wavy bands in various shades of blue, creating a sense of movement and depth.

Paul Duhon
2375 Lakeview Ave. Clermont, FL 34711
407-446-4127
Paul@ericadiazteam.com

**City Clerk, Attention to Tracy Ackroyd Howe (Clermont City Hall
685 W. Montrose Street, Clermont, FL 34711**

Dear Tracy,

I am a father of 3 little girls and a husband of 15 years. I was born and raised in a very small town in Louisiana. Growing up in a small town I have always had a strong love for community and being a part of the community. I moved to Orlando at 19 in 1999 and have lived all over the area.

My family just moved last year to Clermont from Downtown Winter Garden where we lived for 10 years. We saw a lot of changes in those 10 years and being a Realtor I took part in some of the development and community growth.

We now live across from Lakeshore Dr. off of Lake Minnehaha. We can see Lake Minnehaha from our house and we like spending our weekends on the lake or hanging around Downtown Clermont. We plan to stay here in Clermont for many many years as we found our dream home. I would really like to take part in the Planning and Zoning Commission. I really feel that my passion for community, love for Clermont, and Realtor career will work very well with this opportunity.

Warm regards,

Paul Duhon
Realtor, Erica Diaz Team

PAUL DUHON

Realtor

EDUCATION

Basile High School

Aug 1996 – May 2000
High School Diploma

Valencia CC

June 2001 – June 2003
Studied for Associates of Art Degree

WORK EXPERIENCE

Coldwell Banker – Realtor

July 2014 – September 2017
Helping families find a home

The Real Estate Collection – Realtor

September 2017 – August 2018
Helping families find a home, Help develop the area

Erica Diaz Team – Realtor

August 2018 – Present
Helping families find a home, Create local content, Development of Brand

SKILLS

- Customer Service
- Brand Development
- Social Media
- Community Expert
- Sales
- Negotiation

CONTACT

PHONE:
407-446-4127

EMAIL:
Paul@ericadiazteam.com

PLANNING AND ZONING BOARD

LETTER OF INTENT

Michael Gonzalez
2892 Beaver Ridge Loop
Clermont, FL 34711

Date: 11/29/2021
685 West Montrose Street
2nd Floor
Clermont, Florida 34711

Dear City Clerk,

I am writing this letter to inform you that I intend to apply for the position of Planning and Zoning board member. I understand that there some vacancies and would like to be considered for one of these positions. I am enclosing my resume.

I recently moved here four years ago. And this position would give me an opportunity to continue to serve, after retiring from US Coast Guard, being a High School Teacher and now employed by the Department of Veterans Affairs. I have a diverse background which would be an asset

Sincerely,



Michael Gonzalez

MICHAEL GONZALEZ

2892 Beaver Ridge Loop
Clermont, FL 34711
Cell: 239-494-2955
tritonbassmaster@gmail.com

Summary

Accomplished Medical Administrative Specialist (Advanced). With over 4+ years' experience serving in the U.S. Department of Veterans Affairs. Multi-skilled practitioner competent in medical records transcription and office management, insurance verification, billing, collections, scheduling and processing. Success in optimizing delivery of care by automating charting systems and continuously measuring performance metrics.

Highlights

Supply and Logistics	Supply and Logistics
Program Development	Order Procurement
Staff Training and Development	Quality Assurance
Process Improvements	Inventory Control

Jan 2018 to Present **Veterans Affairs**

Clermont, FL

Advanced Medical Administrative Assistant

- Experienced in multiple disciplinary clinics, challenging scheduling parameters, accomplished within current scheduling directives, creating easier flow with patient care and access to local.
- Advanced knowledge of medical terminology and healthcare practices providing the ability to demonstrate leadership skills and communication regardless of environment.
- Extensive working knowledge of MS Word, MS Excel, Power Point and Outlook.
- Responsible for ensuring that health records, reports, and other highly sensitive medical information are secured to prescribed HIPPA standards.
- Responsible for the overall coordination of clinic cancellations, clinic schedules to include appointment scheduling and changes, arrangements for special studies, appointment check ins/outs and consult tracking, demographics, and verification of doctor's orders.
- Coordinated fiscal and human resource activities, equipment purchases, and provision of facilities and supplies to the appropriate departments.

Jan 2018 to Present **Veterans Affairs**

Clermont, FL

Advanced Medical Administrative Assistant

- Experienced in multiple disciplinary clinics, challenging scheduling parameters, accomplished within current scheduling directives, creating easier flow with patient care and access to local.
- Advanced knowledge of medical terminology and healthcare practices providing the ability to demonstrate leadership skills and communication regardless of environment.
- Extensive working knowledge of MS Word, MS Excel, Power Point and Outlook.
- Responsible for ensuring that health records, reports, and other highly sensitive medical information are secured to prescribed HIPPA standards.

- ✦ Responsible for the overall coordination of clinic cancellations, clinic schedules to include appointment scheduling and changes, arrangements for special studies, appointment check ins/outs and consult tracking, demographics, and verification of doctor's orders.
- ✦ Coordinated fiscal and human resource activities, equipment purchases, and provision of facilities and supplies to the appropriate departments.

Jan 2014 to June 2017 **H.S Teacher**

Wakulla and Winter Park High School

NJROTC Naval Science

- ✦ Taught 9th thru 12th grade Naval Science Curriculum with an average of 25 students per class.
- ✦ Employed assessment tools to compile, collect and track information regarding the NJROTC program goals and school metrics.
- ✦ Maintaining over \$25 thousand in Naval Property.
- ✦ Planning and preparing subject specific courses and lessons in Naval History.
- ✦ Established and communicated clear objectives for all educational activities.
- ✦ Led classroom activities for play-based and immersive learning.
- ✦ Discussed important historical figures, dates and events that have helped shape modern seamanship.
- ✦ Communicated with parents regarding student activities.

July 1985 to Sep 2013 **US Coast Guard**

Fort Pierce, FL

Department Head/Senior Enlisted Advisor

- ✦ Supervised and managed over 300 department personnel.
- ✦ Automated data processing custodian maintained \$10 million worth of government equipment with no loss of compromise.
- ✦ Training board chairman accountable for the development and evaluation of trainees.
- ✦ Managed the day-to-day tactical and long-term strategic goals within the unit.
- ✦ Prepared, reviewed, and processed all personnel evaluation reports and awards.
- ✦ Communicated with parents regarding student activities.

Education

2010

Vincennes University

Associate of Science

- Graduated Cum Laude 3.57.

G. Ross Hutto
326 W. Osceola Street
Clermont, FL 34711
grhutto@live.com

Cell (803) 260-2035

Cell (803) 260-2035

OBJECTIVE Seeking a volunteer position on the Police Officers Pension Board of Trustees, and the Planning and Zoning Commission.

EDUCATION ***Bachelor of Arts in Political Science.*** Graduation May 2006
University of South Carolina, Columbia SC

- Cognate: History
- GPA: 3.25

Associate in Arts. 08/1999-08/2004
Midlands Technical College. Columbia SC

SKILLS ***Computer:*** Microsoft Word; Excel; Power Point; and Windows.
Medical: Nationally Registered Emergency Medical Technician-Basic.
Law Enforcement: Gang Task Force; SWAT Team member; Basic Gang School; Drug Recognition Expert (DRE); Breath Examiner Specialist; Community Oriented Policing Training; Suspicious Activity Reporting Training; Dealing with Difficult People and Situations Training; Basic Line Supervision; Public Safety Leadership Development Course.

EXPERIENCE

South Carolina Electric & Gas Meter Reader Collector	12/1999-01/2004
South Carolina Highway Patrol Trooper	7/2006-10/2006
Columbia Police Department Master Police Officer	1/2007-12/2010
Orlando Police Department, Florida Sergeant	12/2010-Current

November 22, 2021

Tracy Ackroyd Howe
Clermont City Clerk
685 W Montose St.
Clermont FL 34711

Dear Tracy Ackroyd Howe,

I am writing to apply for the position on the Planning and Zoning Commission Advisory Board.

I am a newer member to the community and have been attending the Planning and Zoning meetings as well as the City Council meetings for approximately 2 years. During this time, I have developed genuine relationships with the leaders of the community and interacting with the local businesses and residents with Sommer Sports events throughout the year.

I feel that my skills are in line with this role, and I would be a good fit for the board.

I care about this community and would like to help shape the direction it will be going. I plan on being a member of the Clermont community for a very long time.

Please let me know if you need any further information and feel free to contact me at your convenience.

Thank you for your consideration regarding my submission for this position.

Sincerely,

A handwritten signature in cursive script, appearing to read "Barbara Evenden".

Barbara Evenden

2430 Woodward Hill Ct
Clermont Florida, 34711
Barb.evenden@gmail.com
248-231-2685

BARBARA EVENDEN

2430 Woodward Hill Court, Clermont, Florida, 34711 · Cell (248) 231-2685 barb.evenden@gmail.com

PROFESSIONAL EXPERIENCE:

May 2021 – Current

Sommer Sports Events, Clermont Florida

- Team member for preparation and execution of running and triathlon events
- Volunteer Coordinator – Solicit and manage volunteers at the events
- General office support (manage phone calls and main interface with visitors)
- Interaction with local city business & vendors for sponsorship and donations for pre and post event
- Handle computer registrations and general Microsoft office programs.

April 1999 - February 2021

Magna Seating Systems (Magna International), Novi, Michigan / Clermont, Florida

Sr. Strategic Buyer - Worked remotely since relocating from Michigan to Florida (May 2014 – February 2021)

- Sourcing and on-going engineering change responsibilities for Headrests and Armrests annual buy of 200 million dollars, Fasteners annual buy of 10 million dollars, MRO/Travel Contract Management, Purchasing Processes
- Liaison between Supply base, Engineering and Production Plant
- Annual Cost savings/cost avoidance achievement over 1 million dollars
- Agile (PLM)activity: Global training for new and current employees, member of the Magna Global Agile upgrade and continuous improvement team; Department Administrator for Agile System; process owner for RFC's and RFQs
- Created and trained new employees on operational policies and procedures
- Department representative for all ISO/IATF External audits

ISO Auditor 2014-2021

- Audit program teams to ensure adherence to our Product Development Process for ISO / IATF audit compliance

Commodity Buyer/System Project Manager 2004-2014

- Created a Specification for a new purchasing RFX and cost tracking system as well as managed the configuration and installation of the Magna Seating Agile purchasing system
- Trained employees and suppliers for initial roll out and continue with on-going application of the system including development and launch team member for the Magna Seating PDM Engineering change system.
- Commodity buyer for Foam products, Metals and Mechanisms buyer for the GM Division

Program Buyer 1999-2004

- Liaison between Supply base, Engineering and Production Plant
- Sourced products, negotiated engineering changes
- Assisted the production plant with any supplier issues or delivery problems
- Supported cost savings and cost avoidance efforts through sourcing decisions and negotiations
- Launch team member

September 1997 - April 1999

Lear Corporation, Rochester Hills, Michigan

Divisional Buyer

- Negotiated and issued production piece price and tooling purchase orders for engineering change levels
- Prototype buyer for the Dakota and Durango truck platforms, main contact for supply base
- Supported cost savings and cost avoidance efforts through sourcing decisions and negotiations
- Direct support for engineering and the production plant with supplier cost and/or delivery problems
- Assisted corporate purchasing with production sourcing decisions, cost contact for sales department

April 1992 - September 1997

RCO Technologies, Inc. (Subcontracted to Delphi) Roseville, Michigan

Cost Saving Engineer/Project Management

Cost savings-tracking, performed tryouts and implemented ideas, Coordinated and procured materials for seat builds and interacted with suppliers of material, Managed departmental material budget, Liaison between Delphi & Riverside seat plant in Kansas City, MO Extensive seat assembly and car assembly plant experience frequent interface with the customer including Engineering / Design interaction on projects and warranty

EDUCATION:

Oakland University, Rochester Hills Michigan - BA in Pre-Law/Political Science

Oakland University, Rochester Hills Michigan - Legal Assistant Program

Macomb Community College Michigan - Business Associates Degree

BETH WALTERS

HELLO!

My name is Beth Walters and I'm applying to be a volunteer on the Planning and Zoning Commission. I've been living in Clermont for 20 years as a stay at home mom. My two children went to South Lake High School, one graduated from The University of Florida and one will be graduating from The University of Central Florida next spring. I enjoy spending time with my family and friends and presiding as President on my HOA. My goal is to get more involved in the community. I feel a need to give back to Clermont, the city that has been so good to my family and I'm so proud to call home.

CONTACT

PHONE:
352-255-2823

EMAIL:
bethwalters@cfl.ir.com

ADDRESS:
1258 Shorecrest Circle
Clermont, FL 34711

EDUCATION

Catholic Central High School. Troy NY
1980 – 1984
Achieved Regents Diploma

SUNY Albany, Albany NY
1984 – 1989
*2 credits short of a BA in Psychology

WORK EXPERIENCE

Delta Airlines
1989-1993
Flight Attendant/Marketing Admin Assistant/Customer Service Rep

Delmar Publishers
1993-1999
Administrative Assistant to Business Sales Manager

VOLUNTEER WORK

Indian Shores of Clermont HOA
President
2016-present

South Lake High School PTO
2013-2016

South Lake High School Football Booster Club
2012-2015

SKILLS

Strong Leadership
Excellent Organizational Skills
Well Developed Communication Skills
Able to Multitask
Microsoft Word
Microsoft Outlook

City Clerk,
Att.: Tracy Ackroyd Howe,
Clermont City Hall
685 W. Montrose St., Clermont FL 34711

To whom It may concern,

I would like to apply for the position on the P & Z board.

I am a Clermont resident since 2010.

I presently serve on the board of the Clermont Historical Society and volunteer as head usher at the Clermont Performing Arts Center.

I do not nor have I ever had a formal resume. I have never needed one. My entire working career I have had companies seeking me out.

My professional career consisted of the following:

1985-1990 Owned and ran a high end architectural plywood manufacturing company. One of the important projects we produced was the exotic wood paneling in the Nixon Presidential Library.

I worked very closely with the architects and builders for nearly a year.

1990-1993 Consulted on several architectural projects in the Los Angeles area.

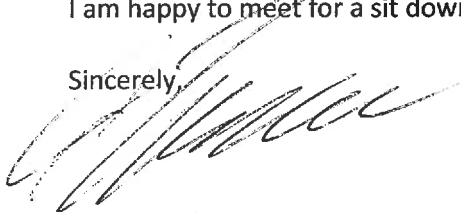
1993-1995 Lead woodworking consultant on the Cerritos Performing Arts Center, one of the most innovative music/arts centers in the country still to this day.

1995-2005 Managed a specialty plywood division for a west coast plywood manufacturer. Brought sales from \$2,000,000 to \$20,000,000 in that time.

2005 retired. My wife, who was an executive at Procter and Gamble was transferred to Geneva, Switzerland and it was impossible for me to get a work permit.

I am happy to meet for a sit down anytime.

Sincerely,



Dieter Grube
3612 Briar Run Dr., Clermont, FL 34711
352-223-4901 (cell)
352-432-5229 (home)

Tracy Howe

From: Marshall Franklin <USMarshall@live.com>
Sent: Tuesday, November 30, 2021 10:50 AM
To: Tracy Howe
Subject: Re: Volunteer Position
Attachments: Resume of M. Franklin.pdf

Good Morning Tracy,

I was provided your email by a member of the City of Clermont Government Facebook page regarding the volunteer positions related to the Planning and Zoning Commission, Police Officers Pension Board of Trustees, and Firefighters Pension Board of Trustees. That said, I believe my financial and legal background may be a benefit to serve as a volunteer in whichever capacity you see most beneficial. Please review my attached resume and let me know when would be a good time to stop by to discuss how I can give back to my local community.

I look forward to hearing from you soon.

Sincerely,

Marshall Franklin
Mobile: 407-461-3729

PROFESSIONAL EXPERIENCE:

SHUKER & DORRIS, P.A. – Orlando, Florida

Senior Paralegal – September 2019 to Present

Law practice primarily engaged in Bankruptcy and Corporate Law. Some of my general responsibilities include: preparation, review, and/or filing of legal pleadings, settlement agreements, mortgages, notes, etc.; performing legal research and/or discovery; briefing of attorney prior to meetings, hearings, and consultations; preparing and filing of corporate records such as Docketing Statements, Mergers and Annual Reports with the appropriate State Departments; research real property liens, taxes and ownership details; attending various functions, seminars, and club meetings while maintaining communications with diverse constituencies, local governmental offices/officials, general contractors, staff at all levels, local media and the public. I am proficient in a vast array of computer programs (i.e. Excel, MS Word, WordPerfect, Outlook, etc.) and employer specific case management software (i.e. Perfect Practice and BestCase Solutions).

LATHAM, SHUKER, EDEN & BEAUDINE, LLP – Orlando, Florida

Bankruptcy and Corporate Paralegal – May 2007 – September 2019

Law practice primarily engaged in Bankruptcy; Corporate Law, Intellectual Property, Labor & Employment Litigation Agribusiness, Real Estate Construction, Resort & Theme Development and Public Finance. Many responsibilities were similar to my current position with the following additional responsibilities: scheduling depositions, hearings and trials; preparing real estate closing documents and binders; and oversee client-owned property preservations, improvements, renovations and/or code compliance.

KASS, SHULER, SOLOMON, SPECTOR, FOYLE & SINGER, P.A. – Tampa, Florida

Bankruptcy Paralegal – October 2005 - May 2007

Law practice primarily engaged in Bankruptcy Creditor's Rights (Chapters 7, 11 and 13), Business Planning, Collections, Commercial Litigation, Construction Law, Default Servicing for Mortgage Lenders (Foreclosure), Estate Planning, Labor and Employment Law, and Real Estate. Many responsibilities were similar to my current position with the following additional responsibilities: scheduling depositions, hearings and trials, and maintained internal accounting of client receivables and payables.

MASON LAW, P.A. – Clearwater, Florida

Foreclosure Department Supervisor and Interim Bankruptcy Paralegal – February 2001 - October 2005

Law practice engaged in Bankruptcy Creditor's Rights (Chapters 7, 11 and 13), Collections, Intellectual Property, Commercial Litigation, Construction Law, Default Servicing for Mortgage Lenders (Foreclosure), and Real Estate. However, in the fall of 2005 the practice's primary focus became Intellectual Property and closed all other areas of practice. Responsibilities included similar duties as above with more focus on state court foreclosure related duties instead of federal court and bankruptcy related duties.

EDUCATION:

WEST VIRGINIA STATE UNIVERSITY

College coursework in Criminal Justice and Political Science - Institute, WV (1997)

PUTNAM COUNTY TECHNICAL CENTER

Automotive Mechanical Repair and Body Restoration Certification - Eleanor, WV (1994)

ADMISSIONS AND COMMISSIONS:

Florida Notary Public Commission (2014)

Central Florida Bankruptcy Law Association (2007)

ECF Certified –Bankruptcy Courts for all Districts of Florida (2003)

Universal Life Church Minister Ordination (2017)

November 22, 2021

Attn: Tracy Ackroyd Howe
Clermont City Clerk
685 W. Montrose Street
Clermont, FL 34711

Matthew Norton
126 Orange Avenue
Clermont, FL 34711
(407) 353-0479
Norton922@gmail.com

Re: Planning and Zoning Commission

Dear Ms. Howe,

I would like to take this opportunity to declare my interest in serving the residents of Clermont, as a member of the Planning and Zoning Commission.

I am originally from Tallahassee, FL and have lived in Clermont since 2011. Since July of 2020, I have lived within walking distance of downtown Clermont, just off the Clermont Waterfront Park and have fallen in love with this community. Before moving to Clermont, I lived in numerous cities across the country including Tallahassee, Austin, Mission Viejo (CA), Chicago, Atlanta, Terre Haute (IN), Gainesville and Tampa. During my time in Gainesville, I worked for Habitat for Humanity and also attended the UF graduate program for Urban & Regional Planning.

I am currently employed by Meritage Homes, as the Purchasing Manager for the Orlando Division. In addition to my role as Purchasing Manager for vertical construction, I am also actively involved in Forward Planning for both our Land Development and Land Acquisition departments.

Throughout my various jobs, education and extracurricular activities, I have gained experience in many relevant skillsets, which include, but are not limited to...

- | | |
|---------------------------|-------------------------------|
| ➤ Project Management | ➤ People Management |
| ➤ Community Development | ➤ Logistics Management |
| ➤ Supply Chain Management | ➤ Residential Construction |
| ➤ Public Speaking | ➤ Public/Private Partnerships |

My career skills and duties primarily consist of leadership and negotiation with both internal and external clients, in order to achieve project success through fiscal responsibility and organizational efficiency. That said, I believe my fundamental strengths are through collaboration and effective communication, promoting a culture of mutual responsibility and accomplishment. I am confident that my background qualifies me for membership on your board. I am eager to serve the Clermont community and support Clermont's vision for positive economic development.

Thank you in advance for your consideration.

Sincerely,

Matthew Norton

MATTHEW E.D. NORTON

126 Orange Ave., Clermont, FL 34711 | 407-353-0479 | norton922@gmail.com

OPERATIONS/PROJECT MANAGEMENT

Experienced Operations and Project Manager with 20+ years of proven background driving revenue and operational growth. Develop strong, long term partnerships with internal and external clients. Lead and promote internal growth of organization and staff.

- Operations Management
- Construction Management
- Production & Project Management
- Public Speaking
- Estimating & Blueprint Analysis
- Cross-functional Team Leadership
- Client Relationships
- Supply Chain Management
- Quality Control

TECHNICAL SKILLS: JD Edwards EnterpriseOne; Hyphen BuildPro; Salesforce; QuickBooks; Google Sketchup; Microsoft Word, Excel, PowerPoint, Access, Teams

PROFESSIONAL EXPERIENCE

MERITAGE HOMES , Orlando, FL Purchasing Manager, July 2021 - Present Sr. Purchasing Agent & Plans Manager, Jun 2019 - Present Sr. Purchasing Agent, Nov 2018 – Jun 2019 Purchasing Agent, May 2016 – Nov 2018	2016-Present
1ST CHOICE DOOR & MILLWORK , Winter Garden, FL Operations Manager	2012-2016
NORTON REMODELING SERVICES , Gainesville/Tampa/Orlando, FL Owner-Operator	2007-2012
ALACHUA HABITAT FOR HUMANITY , Gainesville, FL Director of Construction	2006-2007
ATOMIZED POWDER COATINGS , Terre Haute, IN Production Manager	2005-2006
COX BUSINESS SERVICES (CBS) , Atlanta, GA Compliance Manager: National Education, 2002-2004 Sales Support Coordinator, 2001-2002	2001-2004

EDUCATION, INTERNSHIPS & BOARDS

Graduate Coursework, Urban and Regional Planning (URP), University of Florida, Gainesville, FL, 2007-2010
Bachelor of Arts, Economics, Southern Methodist University, Dallas, TX, 2002
High School Diploma, Leon High School, Tallahassee, FL, 1995

Professional Internships

CQ INSULATION, Division 7 & 10 Estimating Intern, Tampa, FL 2008-2009

ALACHUA FACILITIES MANAGEMENT, Intern: Capital Improvements Projects, Gainesville, FL 2008

Board Memberships

Gainesville Community Redevelopment Agency, 5th Ave/Pleasant St Advisory Board Member, 2007-2008

Tracy Howe

From: Simon Johnson <dizrig1@gmail.com>
Sent: Thursday, November 11, 2021 10:32 PM
To: Tracy Howe
Subject: Planning and Zoning Commission letter of intent.
Attachments: Simon Cover.pdf; Resume.docx

To Tracy Ackroyd Howe, City Clerk,

I am writing this letter in response to the request for Volunteers for Open Advisory Board Seat(s). I am very interested in serving on the Planning and Zoning Commission for the city of Clermont.

I have included a recent copy of my resume which outlines my education and my professional experience. I have been a Clermont resident since the year 2000 when I moved from Orlando to start a family with my wife. I have been a renter, homeowner and for a time, co-owned a furniture store.

I am currently employed as a project planner at a major theme park where my tasks include collaborating with a variety of skilled practitioners to produce entertainment offerings while following strict local and federal protocols. I believe my skills and experience can be an asset to the Planning and Zoning commission and I look forward to continuing this conversation on how I may be of service.

Thank you for your time and consideration.

Sincerely,

Simon Johnson



SIMON JOHNSON

**Planning and Zoning
Commission**

CONTACT

PHONE:
407-234-1822

EMAIL:
Dizriq1@gmail.com

Tracy Ackroyd
Clermont City Clerk
Clermont City Hall
685 W. Montrose Street
Clermont, FL 34711

To Tracy Ackroyd Howe, City Clerk,

I am writing this letter in response to the request for Volunteers for Open Advisory Board Seat(s). I am very interested in serving on the Planning and Zoning Commission for the city of Clermont.

I have included a recent copy of my resume which outlines my education and my professional experience. I have been a Clermont resident since the year 2000, when I moved from Orlando to start a family with my wife. I have been a renter, homeowner and for a time, co-owned a furniture store.

I am currently employed as a project planner at a major theme park where my tasks include collaborating with a variety of skilled practitioners to produce entertainment offerings while following strict local and federal protocols. I believe my skills and experience can be an asset to the Planning and Zoning commission and I look forward to continuing this conversation on how I may be of service.

Thank you for your time and consideration.

Sincerely,

Simon C. Johnson

Simon Johnson

Enclosure

SUMMARY OF QUALIFICATIONS

Over twenty years' experience demonstrating leadership, problem solving, and the importance of developing relationships. Specialized in preparing and leading teams as we complete projects meeting all safety and show standards. Skilled at working in the collaborative environment of live entertainment using all available resources to produce world class products and services while staying true to stated corporate values.

HIGH LIGHTS

Rigging Production Planner	Rigging Crew Chief	Level 2 Rope Access Technician
Competent Person Fall Protection	Load Class Instructor	Partner in Excellence
Adventureland/Liberty Square Coordinator of Training		

EMPLOYMENT

Rigging Team October 2010 – Present **Walt Disney World** **Lake Buena Vista, FL**

Rigging Production Planner: Pre-plan and implement technical aspects of rigging maintenance and special events. Provide leadership and support to rigging crews ensuring all safety and show quality standards are upheld. Partner with the Production Team, Technical Directors, and vendors. Task include providing budgets, schedules, procuring equipment, leading teams, and writing reports.

Show Technician March '01 - October '06 **Walt Disney World** **Lake Buena Vista, FL**

Relief Rigging Crew Chief: Responsible for the care and maintenance of the Adage and Tumble Monkey rigging apparatus at Festival of the Lion King. Other tasks included Park Tech for DAK, made sure all tech positions were covered for daily ops and other duties, as necessary.

April '97 – March '98 **Walt Disney World** **Lake Buena Vista, FL**

Performance Coordinator: Training Coordinator for Adventureland & Liberty Square. Was on the team who revamped training in the Magic Kingdom. Created and implemented programs to prepare Cast Members and area Trainers for their role as Attraction Host.

March '94 – April '97 **Walt Disney World** **Lake Buena Vista, FL**

Attractions Host. Provided safe and enjoyable experience for Guest visiting the Magic Kingdom Park.

OFFICE/TECHNICAL SKILLS

Computer Skills: Windows, Microsoft Word, Excel, Outlook, PowerPoint, Quicken. R2, EiSS, Maximo, Competent Person Fall Protection, AWP, and other industrial equipment trained.

EDUCATION AND CERTIFICATIONS

Bellevue University	Bellevue, NE	B.S. Business, Management, and Leadership
Orlando College	Orlando, FL	Associate Science Degree Video Arts
USF Office of Corporate Training	Tampa, FL	Diversity, Equity, and Inclusion in the Workplace

AWARDS

Partners in Excellence Award: Walt Disney Company award honoring Cast Members who have “achieved sustained, excellent job performance as measured by Guest Satisfaction, Cast Excellence, and Business Results”.

JAMES JOHNSON

Clermont, FL

11/15/2021

Tracy Ackroyd Howe
City Clerk
Clermont City Hall

Dear Tracy Howe:

This letter is to express my interest in serving as a volunteer on the advisory boards for the city. I have previous experience serving on such boards as indicated in my resume. I look forward to the opportunity to serve my new community.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "J-J", with a horizontal line extending from the end of the second "J".

James Johnson



JAMES JOHNSON

President/ CEO

PROFILE

As an entrepreneur for the last 15 years, I have had the ability to learn through experience and study about many subjects surrounding business, finances, and leadership. My passion now is brining what I have learned to others to allow them to learn from my experiences and grow as individuals.

Serving others in my community allows me to give back for all the opportunities and blessings I have received in my life.

CONTACT

PHONE:
407-739-8937

EMAIL:
Jaj407@yahoo.com

HOBBIES

Reading
Authoring
Investing
Playing sports

EDUCATION

Walden University – B.S.B.A.

Jan 2005 – Jan 2011

Earned a bachelor's degree in Business Administration while minoring in Information Systems

Kemper Military Academy – J.R.O.T.C.

Study high school core subjects and participated in team leadership study from a military perspective

WORK EXPERIENCE

TCI Financial Inc – President/CEO

Jan 2017 - Present

Insurance and financial company offering retirement planning, investment options, and insurance products

Appreciation Financial LLC – Regional Vice President

May 2014 - Present

We assist public employees, business owners, and individuals with retirement planning and financial services

Maurice's Olde World Furnishings – Operations Manager

Nov 2008 – May 2014

Oversaw day to day operations of a custom furniture and cabinetry retail location

OTHER QUALIFICATIONS

Business Roundtable Member – Thousand Oaks, CA

As a member of the Business Roundtable, I advised the City Council of Thousand Oaks, CA on several business-related projects and city redevelopment plans.

Investment Advisor Representative

I hold a series 65 securities license for the ability to advise on investments

Tracy Howe

From: John Baker <jbakerinbay@yahoo.com>
Sent: Thursday, November 25, 2021 7:36 AM
To: Tracy Howe
Subject: police pension board appointment

Ms Howe, I have served as a trustee for more then 10 years and i hope my reappointment will be approved by council. As a retired Firefighter from St Clair Shores ,Michigan ,i also served as a pension trustee for 18 years on the Police and Fire pension trust fund.

JAMES JOHNSON

Clermont, FL

11/15/2021

Tracy Ackroyd Howe
City Clerk
Clermont City Hall

Dear Tracy Howe:

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Thank you for your consideration.

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James Johnson



JAMES JOHNSON

President/ CEO

PROFILE

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CONTACT

PHONE:
407-739-8937

EMAIL:
Jaj407@yahoo.com

HOBBIES

Reading
Authoring
Investing
Playing sports

EDUCATION

Walden University – B.S.B.A.

Jan 2005 – Jan 2011

Earned a bachelor's degree in Business Administration while minoring in Information Systems

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Investment Advisor Representative

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**Richard J. Pastor
Becky L. Pastor
3483 Chessington Street
Clermont, FL 34711
407 761 3267
46clergy@gmail.com**

November 10, 2021

RE: Firefighters Pension Board of Trustees Volunteer Vacancy

**Tracy Ackroyd Howe, City Clerk
Clermont City Hall
685 W. Montrose Street
Clermont, FL 34711**

Dear Ms. Howe:

Please consider this letter and the enclosed resume as an expression of my interest in the current vacancy on the Firefighters Pension Board of Trustees.

We have lived in Clermont for 15 years and have enjoyed our time here. In fact, when we retired, we chose to continue living here. We have watched Clermont grow and I now would like to contribute to the City and their employees.

As you will see from the resume, I have had numerous opportunities to bring value to my employers and to others I have served.

I would be happy to discuss my background and answer any questions that you may have. Please feel free to contact me at your convenience.

Thank you for your consideration.

Sincerely,

Richard J. Pastor

Enclosure

Richard J. Pastor

Contact

3483 Chessington Street
Clermont, FL 34711
407 761 3267
46clergy@gmail.com

Education

Drexel University
MS Environmental Management

University of Pittsburgh
BS Biology

Certifications

Qualified Environmental
Professional

Skills

- Policy Development
- Leadership and People Development
- Communications
- Integrity and Transparency

Experience

01/2014 – 02/2015

President • Board of Directors • Community Health, Education and Assistance Program

Led the organization of this volunteer non-profit 501(c)(3) whose mission is to provide health education and durable medical assistance.

09/2006 – 05/2013

Vice President • Business Development • Shaw Environmental, Inc
Corporate leader of the environmental management and sustainability programs for clients. Project Manager for several multimillion-dollar projects.

01/2003 – 08/2006

Director Environmental Management • Wal-Mart Corporate

Developed the first corporate environmental management program for over 4000 facilities. Implemented cost effective management contracts for environmental issues.

Professional Summary

Strategic thinking, experienced in supporting corporate initiatives and communicating these initiatives both internally and externally. Offer engaging and pleasant personality with expertise in building consensus. Excellent negotiation skills.

Local Involvement

Beside the Community Health Education and Assistance program I have been active in our HOA community. I have served on the Board of both the Kings Ridge Men's Club and on the Kings Ridge Pickleball Club. My wife and I oversee 13 volunteers who operate the Community Library in our Clubhouse.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Resolution No. 2021-057R - <i>Table</i> <i>Pinecrest Charter School</i>		
Requested Action		
Consider a request for an amendment to an existing Conditional Use Permit (CUP), Resolution No. 1010, to permit the construction and operation of a 6th through 12th grade Charter School on the College Campus (Lake Sumter State College).		
Staff Report		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Pinecrest DRAFT CUP INTRO RES 2021-057R	Pinecrest DRAFT CUP INTRO RES 2021-057R.docx	
2. Legal ad	Legal ad.pdf	

CITY OF CLERMONT
RESOLUTION NO. 2021-057R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO AMEND RESOLUTION NO. 1010 TO ALLOW THE CONSTRUCTION AND OPERATION OF A 6TH THROUGH 12TH GRADE CHARTER SCHOOL ON THE COLLEGE CAMPUS (LAKE SUMTER STATE COLLEGE), AND PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	11/22/2021
Order Number:	6569181
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	63.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	11/30/2021 - 12/07/2021	Govt Public Notices
LEE dailycommercial.com	2	11/30/2021 - 12/07/2021	Govt Public Notices

Total Order Confirmation	\$193.96
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request for an amendment to an existing Conditional Use Permit (CUP), Resolution No. 1010, to permit the construction and operation of a 6th through 12th grade Charter School on the College Campus (Lake Sumter State College), at the following location:

LOCATION:

Lake Sumter State College
1250 North Hancock Road
(Alternate Key: 3777502, 3777498,
3777505, 3777506, 3784773, 3784776,
3777499, 3777500, 3808649)

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

The Clermont Planning & Zoning Commission will consider this request at a public meeting on Tuesday, December 7, 2021 at 6:30 PM.

The Clermont City Council will consider this request at a public meeting on Tuesday, December 14, 2021 at 6:30 PM.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

6569181
November 30, 2021 &
December 07, 2021



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Ordinance No. 2022-003 - <i>Table Capital Improvement Element</i>		
Requested Action		
Staff recommends approval and transmittal of the proposed Capital Improvements Element to the State Reviewing Agencies.		
Staff Report		
This Comprehensive Plan Text Amendment is a staff initiated amendment to update the Capital Improvement Element of the City's Comprehensive Plan. Mr. James Kinzler, with Kinz Consulting, LLC, has prepared the following element with City staff's assistance. The Capital Improvements Element is being updated to reflect the changes from the Potable Water Element and to update Appendix B - the Five year schedule of Capital Improvements. The two items below will have the reflected changes: 1. Policy 1.2.4: Update the Level of Service for Potable Water from 185 to 220 gallons per day per capita. 2. Update Appendix B (B-5 & B-6) – the Five year schedule of Capital Improvements to FY 2023-2027 as approved in the 2022 City Budget. Staff recommends approval and transmittal of the proposed Capital Improvements Element to the State Reviewing Agencies. Once comments are received, an adoption hearing will be scheduled in early 2022 to finalize the amended element. The Planning and Zoning Commission recommended unanimous approval, 7-0.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2022-003 Capital Improvements (10.26.2021 V2)	Ord 2022-003 Capital Improvements (10.26.2021 V2).pdf	
2. 2022-003 CIE legal ad	2022-003 CIE legal ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2022-003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING A TEXT AMENDMENT TO THE GOALS, OBJECTIVES AND POLICIES OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statutes 163.3187; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing and made recommendations to the City Council for amendments to the plan; and

WHEREAS, the City Council of the City of Clermont held public hearings on the proposed amendments to the plan in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Capital Improvements Element is hereby amended as shown in Exhibit A.

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.



CITY OF CLERMONT
ORDINANCE NO. 2022-003

SECTION 3: 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 4: ADMINISTRATIVE CORRECTION

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

SECTION 5: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect after a period of thirty days plus one following its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2022-003

ORDAINED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 22nd day of February, 2022.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

EXHIBIT A



**CITY OF CLERMONT
COMPREHENSIVE
PLAN**

**CHAPTER XIII
CAPITAL IMPROVEMENTS ELEMENT**

Adopted June 23, 2009

Amended Nov. 24, 2009

Amended Jan. 11, 2011

Amended Jan. 24, 2012

Amended Feb. 26, 2013

Amended May 27, 2014

Amended December 8, 2015

Amended: February 22, 2022

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CHAPTER XIII
CAPITAL IMPROVEMENTS

GOAL 1: Through the use of sound fiscal policies and the adoption of a financially feasible Five-Year Schedule of Capital Improvements, the City shall ensure the timely and efficient provision of public facilities for all existing and future development.

Objective 1.1: Capital Facilities Needs. The Capital Improvements Element shall be updated annually to meet the City's existing and projected needs for the construction of capital facilities necessary to meet existing deficiencies, to accommodate desired future growth, and to replace obsolete or worn-out facilities.

Policy 1.1.1: The implementation of the Capital Improvements Element shall be monitored annually during the City's budget process.

Policy 1.1.2: Capital improvements identified and proposed within each individual element of the comprehensive plan shall be consistent with those proposed in the Five-Year Schedule of Capital Improvements. Sources of revenue identified within the Capital Improvements Element shall provide direction in expenditures for capital improvements.

Policy 1.1.3: The City's debt service shall not exceed 20 percent of annually budgeted revenues.

Policy 1.1.4: The City shall reserve enterprise fund surpluses, unless otherwise indicated, for major capital expenditures.

Policy 1.1.5: Efforts shall be made to secure grants or private funds whenever available to implement the Capital Improvements Element.

Policy 1.1.6: The City shall continue to require collection and utilization of a proportion of impact fees under the auspices of Lake County, and to develop, adopt and implement City impact fees for the purpose of subsidizing the costs of public facility improvements.

Objective 1.2: Concurrency Management. The City shall implement the Concurrency Management System adopted in the City's Land Development Code, which is consistent with sections 163.3177 and 163.3180, F.S. and the minimum requirements for concurrency established in Rule 9J-5.0055 (3), F.A.C. (included as **Appendix A** of this element), to manage the land development process so that public facility needs created by previously issued development orders or future development do not exceed the City's ability to fund and provide needed capital improvements.

Policy 1.2.1: The concurrency evaluation system shall measure the potential impact of any development proposal on the established minimum acceptable level of service (LOS) standards for sanitary sewer, solid waste, stormwater, potable water, parks and recreation and transportation facilities, unless the development is exempt from the review requirements of the Concurrency Management System.

Policy 1.2.2: No development permit or order shall be issued unless adequate public facilities are available to serve the proposed development as determined by the concurrency evaluation in the adopted Concurrency Management System.

Policy 1.2.3: The City shall require all public and private capital facilities to provide service at the LOS standards adopted in this comprehensive plan for previously vested, existing and future permitted development. These capital facilities shall be provided concurrently with the impacts of development based on the minimum requirements in the City's adopted Concurrency Management System.

Policy 1.2.4: The City hereby adopts the following minimum level of service (LOS) standards, which must be retained in reviewing the impacts of new development and development on public facilities:

- The **LOS** standard for *Roadways* shall be as follows:
 - “C” for US 27/SR 25, which is a strategic intermodal system (SIS)
 - “D” for SR 50
 - “D” for all minor arterials and collectors
- The **LOS** standard for *Sanitary Sewer* is 70 gallons per capita per day at peak flow rate.
- The **LOS** standard for *Solid Waste* is 6.63 pounds per capita per day.
- The **LOS** standard for *Potable Water* is 220 gallons per capita per day.
- The **LOS** standard for *Recreation and Open Space* is 10 acres per 1,000 residents.
- The **LOS** standards for *Stormwater Management* facilities developed within the City areas follows:

Facility Type	Design Storm Frequency and Duration
Storm Sewers and Cross Drains	10 year/24-hour
Detention/ Retention Structures	50 year/24-hour
Retention with Percolation or Detention with Filtration	100-year/24 hour

- The level of service for *Public Schools* shall be set at 100 percent of Florida Inventory of School Houses (FISH) permanent capacity. In instances where the CORE (dining) capacity is greater than the FISH permanent capacity, the school capacity shall then be increased to that of the CORE (dining) capacity and the LOS standard maintained at 100 percent of the school capacity. In no instance shall the school capacity increase more than 125 percent due to additional CORE (dining) capacity. Coordination with the Lake County School Board’s Five-Year District Facilities Work Plan, the plans of other local governments, and as necessary, updates to the concurrency service area map is required to ensure that the adopted LOS standards for concurrency service areas will be achieved and maintained.

Policy 1.2.5: The City shall monitor the availability of public facilities and services through: 1) the maintenance of a cumulative record of the LOS allocations permitted by the approval of development orders relative to the operating LOS for the applicable public facilities and services for which LOS standards have been established; the maintenance of a record of all applicable public facility and service capacities that have been reserved as a result of approved capacity reservation; and the preparation of an annual report concerning the status of all LOS and capacities.

Objective 1.3: New Development. The City shall ensure that new developments share a proportionate share of the costs required to maintain adopted LOS standards through the assessment of impact fees or developer contributions, dedications and/or construction of capital facilities necessary to serve new development as required in other elements of this plan.

Policy 1.3.1: New development shall be responsible for installing all internal water and sewer systems, traffic circulation systems and internal recreation/open space facilities within the development. In addition, connections of internal systems to the City's designated water and sewer systems and traffic circulation network shall be the financial responsibility of the developer.

Policy 1.3.2: All development order applications shall be evaluated as to the impact of the development on capital facilities and the operation and maintenance of those facilities. The evaluation shall include, but not be limited to, the following:

- Expected capital costs, including the installation of required new facilities that are related to the development.
- Expected operation and maintenance costs associated with the new facilities required by the development.
- Anticipated revenues from the development, including impact fees, user fees and future taxes.

Policy 1.3.3: The land development regulations shall continue to require land dedication, payment-in-lieu-of-dedication or other forms of impact exaction as a requirement of land development to secure easements for utility and traffic circulation systems.

Policy 1.3.4: The City, through adoption and implementation of land development regulations, comprehensive plan goals, objectives and policies, impact fees, other impact exactions, implementation of the annual budget and five-year capital improvements schedule, shall ensure the availability of public facilities and services concurrent with the impacts of development. Development shall not be approved unless the necessary infrastructure items and services are available subsequent to plan adoption.

Policy 1.3.5: The City shall continue to participate with Lake County and the Lake-Sumter Metropolitan Planning Organization (MPO) in the transportation impact fee program or shall adopt and implement a schedule of City impact fees to ensure that new development provides a pro rata share of the costs required to finance public facility improvements necessitated by such development.

Policy 1.3.6: When applicable, the City may require a developer to execute a development agreement and/or develop a proposed project in phases to ensure the timely and appropriate installation of needed capital facilities to service new development. Such agreements will be executed under the City's constitutional home rule power and will follow the procedures set forth in Chapter 163.3220, Florida Statutes.

Objective 1.4: Evaluation of Capital Projects. The City's capital projects shall be evaluated to determine if they meet prioritization criteria and consistency with adopted level of service standards and/or public need.

Policy 1.4.1: The City's finance director shall prepare a Five-Year Capital Improvement Program annually along with the City's annual budget, which shall address all capital needs of the City.

Policy 1.4.2: As part of the annual budgeting process, the City Council, city manager and department directors shall participate in a capital facilities planning process to evaluate and rank projects proposed for inclusion in the Five-Year Schedule of Capital Improvements, based on the following criteria:

- Whether the project is needed to protect the public health and safety, fulfill the City's legal commitment to provide facilities and services or preserve or achieve full use of existing facilities.
- Whether the project increases efficiency or use of existing facilities, prevents or reduces future improvement costs, provides service to developed areas lacking full service or promotes infill development.

- Whether the project represents a logical extension of facilities and service from the City to the Lake County/Clermont Joint Planning Area, or is compatible with applicable plans of state agencies or that may provide public facilities within the City's jurisdiction.
- Whether the project is coordinated with major projects of other state agencies and adjacent jurisdictions.
- Whether the project implements the policies of the comprehensive plan pertaining to concurrency requirements.
- Whether the project is financially feasible.

Policy 1.4.3: Requests for capital projects shall be evaluated on their impact on the City budget and the financial feasibility of the project based on the following criteria:

- The finance director shall determine if the capital project can be funded from existing cash, future revenues or through borrowing. In addition, the finance director shall assign revenue sources to fund the project.
- The finance director shall prepare a report evaluating the funding options, the effect of the improvement on future revenues and the effect of the improvement on operation and maintenance costs.

Objective 1.5: Debt Management. The City shall adopt policies and procedures which address the management and utilization of debt for capital project financing. The City will use line-of-credit borrowing or bond anticipation notes for specific construction projects and shall issue revenue-pledged debt at the completion of construction only if current funds are not adequate to pay for construction.

Policy 1.5.1: The use of revenue bonds as a debt instrument shall be evaluated based on the following criteria:

- Debt will not be issued to finance normal repairs and maintenance.
- Debt can be issued to make renovations, updates, modernizations and rehabilitations provided that the expenditures extend the useful life of the capital asset.
- The maximum ratio of total debt service (principal and interest) to total revenue shall be that percentage deemed most beneficial to the City as determined by the City's financial advisors and its bond counsel based upon criteria set by the rating agencies and credit enhancement organizations.
- The impact of principal and interest revenue bond payments on the operation and maintenance of the affected utility and/or department will not require deferring the current maintenance of existing infrastructure.
- The impact of bond covenants and restrictions on the City's method of accounting for depreciation shall be evaluated, as well as the impact of any reserve account restrictions on the operation and maintenance of the affected utility and/or department.
- Cash restricted due to bond and grant covenants will be budgeted in accordance with the terms of the covenants.
- Capitalized repairs of existing infrastructure will be paid from funds restricted by debt covenants and current revenues. Debt will not be issued to finance capitalized repairs.

Policy 1.5.2: The use of tax revenues as a pledge for the repayment of debt shall be evaluated based on the following criteria:

- A five-year projection of revenues from all taxes shall be prepared and updated annually as a part of the City's budget process. An analysis of historic and future trends in the tax revenue stream will be a part of the projection process.
- At the time of issuance of new debt, a review shall be conducted to ensure that the maximum amount of general government debt shall not exceed 20 percent of the City's annually budgeted revenues.

Policy 1.5.3: The City may use long-term capital lease payments on lease purchases for capital projects identified within this element, provided adequate debt service requirements are provided.

Objective 1.6: Schedule of Capital Improvements. In order to maintain adopted LOS standards, the City shall coordinate land use decisions and available or projected fiscal resources to correct existing deficiencies identified in the comprehensive plan, accommodate desired future growth and replace worn out or obsolete facilities through the annual adoption of a Five-Year Schedule of Capital Improvements.

Policy 1.6.1: Capital projects included in the Five-Year Schedule of Capital Improvements shall be defined as those projects identified within the comprehensive plan that are necessary to maintain adopted LOS standards including increasing the capacity or efficiency of existing facilities and/or replacing failing facilities.

Policy 1.6.2: The City of Clermont adopts by reference the Five-Year Facilities Master Plan FY 2016-2020 as formally adopted by the Lake County School Board on September 14, 2015 and as amended, into the City's Five-Year Schedule of Capital Improvements

Policy 1.6.3: The City hereby adopts the Five-Year Schedule of Capital Improvements included as **Appendix B** of this element, which will be updated on an annual basis.

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Appendix A

Rule 9J-5.0055, F.A.C., Concurrency Management System

(3) MINIMUM REQUIREMENTS FOR CONCURRENCY. Every jurisdiction shall maintain a concurrency management system to ensure that public facilities and services to support development are available concurrent with the impact of development, consistent with the provisions of this Chapter.

(a) For sanitary sewer, solid waste, drainage, and potable water facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirements:

1. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development; or

2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(a), F.S.]

(b) For parks and recreation facilities, at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement:

1. At the time the development order or permit is issued, the necessary facilities and services are in place or under actual construction; or

2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the local government, or funds in the amount of the developer's fair share are committed; and

a. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government 5-year schedule of capital improvements; or

b. At the time the development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or

c. At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(b), F.S.]

(c) For transportation facilities (roads and mass transit designated in the adopted local government comprehensive plan), at a minimum, a local government shall meet the following standards to satisfy the concurrency requirement, except as otherwise provided in subsections (4)-(7) of this section.

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or

2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted local government five-year schedule of capital improvements. The schedule of capital improvements may recognize and include transportation projects included in the first three years of the applicable, adopted Florida Department of Transportation five year work program. The Capital Improvements Element must include the following policies:

a. The estimated date of commencement of actual construction and the estimated date of project completion.

b. A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the five-year schedule of capital improvements; or

3. At the time a development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction no more than three years after the issuance of a certificate of occupancy or its functional equivalent; or

4. At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent. [Section 163.3180(2)(c), F.S.]

5. For the purpose of issuing a development order or permit, a proposed urban redevelopment project located within a defined and mapped Existing Urban Service Area as established in the local government comprehensive plan pursuant to Section 163.3164(29), F.S., shall not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., of this chapter for up to 110 percent of the transportation impact generated by the previously existing development. For the purposes of this provision, a previously existing development is the actual previous built use which was occupied and active within a time period established in the local government comprehensive plan. [Section 163.3180(8), F.S.]

6. For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements of subparagraphs 9J-5.0055(3)(c)1.-4., F.A.C., only if all of the conditions specified in subsection 163.3180(6), F.S., are met. [Section 163.3180(6), F.S.]

7. A development order or permit within a designated multimodal transportation district may be issued provided the planned community design capital improvements are included in a financially feasible long range schedule of improvements for the development or redevelopment time-frame for the district, without regard to the period of time between development or redevelopment and the scheduled construction of the capital improvements as specified in Section 163.3180(15)(c), F.S.

(d) For school facilities, a local government shall meet the following minimum standards to satisfy the concurrency requirement:

1. For district-wide concurrency service areas:

a. At the time the residential development order or permit is issued, the necessary facilities and services are in place or under construction; or

b. A residential development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than 3 years after permit issuance as provided in the adopted public school facilities program.

2. For less than district-wide concurrency service areas: If public school concurrency is applied on less than a district-wide basis in the form of concurrency service areas, a residential development order or permit shall be issued only if the needed capacity for the particular service area is available in one or more contiguous service areas and school capacity is available district-wide as defined in Section 163.3180(13)(e), F.S.

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Appendix B

City of Clermont Five-Year Schedule of Capital Improvements, FY 2023-2027¹

CITY OF CLERMONT, FLORIDA FISCAL YEAR 2022						
FIVE YEAR CAPITAL PLAN						
Comprehensive Plan Element/Project	Funding Source	2023	2024	2025	2026	2027
STORMWATER MANAGEMENT						
Replacement vehicles	Stormwater Fund	-	-	-	-	119,000
Minnehaha Basin stormwater improvements	Stormwater Fund	500,000	-	-	-	-
POTABLE WATER						
Replacement vehicles-water	Water Fund	-	65,000	102,000	62,500	-
Alternative water south lake water initiative	Water Fund	100,000	100,000	100,000	100,000	100,000
East water system looping des. & const.	Water Fund	400,000	100,000	400,000	100,000	400,000
West water system improvements des. & cons	Water Fund	400,000	100,000	400,000	100,000	400,000
SANITARY SEWER						
Lift station wet well lining	Sewer Fund	60,000	60,000	50,000	50,000	-
Lift station electrical rehab	Sewer Fund	80,000	80,000	50,000	50,000	50,000
Replacement vehicles-sewer	Sewer Fund	-	-	-	73,000	119,000
Lift station pump replacement	Sewer Fund	400,000	200,000	200,000	100,000	50,000

West side gravity main lining	Sewer Fund	-	500,000	-	-	-
Lateral / manhole lining	Sewer Fund	100,000	100,000	-	50,000	50,000
Wastewater Treatment Facility expansion	Sewer Impact Fees	15,150,000	-	-	-	-
PARKS AND RECREATION						
Mainstage telescopic seating	Infrastructure Fund	630,000	-	-	-	-
4 light poles waterfront park	Infrastructure Fund	100,000	-	-	-	-
Hancock park soccer field 2	Infrastructure Fund	147,015	-	-	-	-
Pool storage building renovation	Infrastructure Fund	70,000	-	-	-	-
ARC 10 led lighting fixtures & poles north lot	Infrastructure Fund	50,000	-	-	-	-
ARC dog park	Recreation Impact Fees	350,000	-	-	-	-
Resod athletic fields	Infrastructure Fund	163,350	54,563	109,125	109,125	54,563
ARC multipurpose field	Infrastructure Fund	159,015	-	-	-	-
ARC aquatics upgrade	Infrastructure Fund	1,156,731	-	-	-	-
ARC shade structure & outdoor classroom	Recreation Impact Fees	120,000	-	-	-	-
ARC walking trail recreation area	Recreation Impact Fees	60,000	-	-	-	-
ARC replace roof	Infrastructure Fund	-	-	-	-	506,500
TOTALS		20,196,111	1,359,563	1,411,125	794,625	1,849,063



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	10/11/2021
Order Number:	6398536
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	85.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	10/18/2021 - 02/07/2022	Govt Public Notices
LEE dailycommercial.com	2	10/18/2021 - 02/07/2022	Govt Public Notices

Total Order Confirmation

\$258.20

Ad Preview

CITY OF CLERMONT NOTICE OF PROPOSED AMEND- MENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2022-003

The City of Clermont will hold public hearings regarding the proposed ordinance on Tuesday, November 2, 2021 at 6:30 PM before the Planning and Zoning Commission and before the City Council on Tuesday, December 14, 2021 at 6:30 PM for a transmittal hearings, and on Tuesday, February 22, 2022 at 6:30 PM for a final adoption hearing to consider proposed changes to the City's adopted comprehensive plan.

ORDINANCE #2022-003:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING A TEXT AMENDMENT TO THE GOALS, OBJECTIVES AND POLICIES OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

The public hearing will be held at Clermont City Hall, inside the first floor City Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711 and are open to public comment. Please call (352) 241-7305 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (First Floor, City Hall) between 8 AM and 5 PM. Monday through Friday.

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

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearing.

Tracy Ackroyd Howe, MMC
City Clerk

6398536
October 18, 2021 &
February 07, 2022



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, December 14, 2021	
Agenda Item Name	
Ordinance No. 2022-004 - <i>Table Potable Water Element amendment</i>	
Requested Action	
Staff recommends approval and transmittal of the proposed Potable Water Element to the State Reviewing Agencies.	
Staff Report	
This Comprehensive Plan Text Amendment is a staff initiated amendment to update the Potable Water Element of the City's Comprehensive Plan. Mr. James Kinzler, with Kinz Consulting, LLC, has prepared the following element with City staff's assistance. In order to ensure adequate water supplies, the Florida Legislature has established a coordinated planning process between regional water supply plans prepared by the water management districts pursuant to Chapter 373, Florida Statutes (F.S.), and comprehensive plans prepared by local governments pursuant to Chapter 163, Part II, F.S. Under these laws, local governments must address in their comprehensive plans the water supply sources necessary to meet and achieve existing and projected water use demand for the established planning period, considering the applicable regional water supply plan prepared and requires local governments within areas projected to have insufficient supplies of water from traditional sources to amend their comprehensive plan: (1) to incorporate the alternative water supply project or projects selected by the local government from those identified in the regional water supply plan pursuant to or proposed by the local government; and (2) to adopt a water supply facilities work plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including the development of alternative water supply projects, conservation, and reuse, which are necessary to serve existing and new development. The water supply facilities work plan must be updated within 18 months after the water management district updates the regional water supply plan, which typically occurs every five years. The revised City of Clermont Water Supply Facilities Work Plan addresses the planning period of 2022-2031 and demonstrates sufficient supply to meet projected demand over that timeframe. This has been included in the updated Potable Water Element. <u>A summary of the proposed revisions for the Potable Water Element are:</u> 1. Update the planning time frame from 2020 to 2031. 2. Update the Level of Service from 185 to 220 gallons per day per capita. 3. Revise SJRWMD district water supply plan to regional water supply plan. 4. Remove reference to the St Johns River as a potential alternative water supply source and add the South Lake County Wellfield – Distributed Lower Floridan well project. 5. Remove Policy 1.2.4 considering construction of a 10-20 million gallon pond for wet weather storage of reclaimed water. 6. Revise inconsistent language referencing the Joint Planning Area and the water service area boundary. 7. Adding language requiring the City update the Water Supply Facilities Work Plan and supporting data and analysis with 18 months of the update of the SJRWMD regional water supply plan as required by state statute. Staff recommends approval and transmittal of the proposed Potable Water Element to the State Reviewing Agencies. Once comments are received, an adoption hearing will be scheduled in early 2022 to finalize the amended element. The Planning and Zoning Commission recommended unanimous approval, 7-0.	

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ord 2022-004 Potable Water (10.26.2021 V2) - RFBL	Ord 2022-004 Potable Water (10.26.2021 V2) - RFBL.pdf
2.	2022-004 Potable Water Legal ad	2022-004 Potable Water Legal ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2022-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING A TEXT AMENDMENT TO THE GOALS, OBJECTIVES AND POLICIES OF THE POTABLE WATER ELEMENT OF THE COMPREHENSIVE PLAN; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statutes 163.3187; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing and made recommendations to the City Council for amendments to the plan; and

WHEREAS, the City Council of the City of Clermont held public hearings on the proposed amendments to the plan in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Potable Water Element is hereby amended as shown in Exhibit A.

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.



CITY OF CLERMONT
ORDINANCE NO. 2022-004

SECTION 3: 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 4: ADMINISTRATIVE CORRECTION

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

SECTION 5: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect after a period of thirty days plus one following its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2022-004

ORDAINED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 22nd day of February, 2022.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

EXHIBIT A



**CITY OF CLERMONT
COMPREHENSIVE PLAN**

**CHAPTER VII
POTABLE WATER ELEMENT**

Adopted: June 23, 2009
Amended: January 12, 2010
Amended: February 22, 2022

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CHAPTER VII
POTABLE WATER

GOAL 1: To plan for and assure an adequate supply of excellent quality potable water to meet the needs of all residents and non-residential establishments within the City of Clermont and within the City's utility service area throughout the 2031 planning timeframe.

Objective 1.1: Maintain Level of Service. Based upon the adopted level of service standard, the City shall annually adopt programs and activities to correct existing deficiencies and maintain the public water system.

Policy 1.1.1: The City's level of service (LOS) standard for potable water supply shall be 220 gallons per capita per day (gpcd).

Policy 1.1.2: The City shall maintain potable water supply facilities as required to maintain the adopted LOS standard.

Policy 1.1.3: The City shall review water fee methodology and user rates to ensure adequate funding for treatment, storage and distribution facilities.

Policy 1.1.4: All improvements and/or additions to potable water facilities to correct deficiencies shall comply, at a minimum, with standards recognized and approved by the Florida Department of Environmental Protection (FDEP) and shall be adequate to meet the adopted LOS standard.

Policy 1.1.5: User fees shall cover the full cost of operating and maintaining the City watersystem, including debt service.

Policy 1.1.6: The City shall maintain a Water Supply Facilities Work Plan that is consistent with the most recently adopted SJRWMD regional water supply plan to address water supply sources and related facilities necessary to meet the existing and projected demand within the City's utility service area.

Policy 1.1.7: The City shall pursue the following water supply strategies consistent with its Water Supply Facilities Work Plan and with the goals, objectives and policies in this element and other elements of the comprehensive plan:

- Continue to safely maximize groundwater supplies consistent with the most recently approved SJRWMD consumptive use permit constraints.
- Explore the use of alternative water supply sources, particularly the South Lake County Wellfield-Distributed Lower Floridian well project.
- Continue to implement the water conservation strategies in this element to reduce system-wide potable water demand through the 2031 planning timeframe.
-

Objective 1.2: Future Potable Water Needs. Based on population projections and analysis in the City's Water Supply Facilities Work Plan (included as Appendix A of this element), the City shall ensure the supply and treatment of safe potable water through the 2031 planning timeframe to meet the adopted LOS standard as well as the requirements of the Water Supply Facilities Work Plan and the SJRWMD water supply plan as updated. *(Amended Jan. 12, 2010, Ord. 625-M)*

Policy 1.2.1: Based on the adopted LOS standard, the City will develop capacity to meet future demands concurrent with new development.

Policy 1.2.2: The City shall maintain a potable water utility master plan and shall update the plan every five years. The master plan will be used to implement the Five-Year Schedule of Capital Improvements to ensure potable water projects are prioritized based on maximum efficiency and cost-effectiveness to meet the demands of future growth.

Policy 1.2.3: The City's Utilities department shall continue to pursue alternative funding sources and participate with adjacent jurisdictions to plan and construct efficient potable water systems. Specifically, the City shall pursue funding from the St. Johns River Water Management District (SJRWMD) water protection and sustainability program and the FDEP clean water state revolving fund.

Objective 1.3: Service Area Development. The City shall prioritize the extension of existing potable water facilities and the construction of new facilities within its utility service area in a manner that discourages leapfrog development and urban sprawl.

Policy 1.3.1: With the exception of those areas served by Lake Utility Services, Inc. and Florida Utility Group, the City shall be the sole supplier of potable water to residents and non-residential establishments within the City's utility service area..

Policy 1.3.2: The City shall encourage and require, as needed, the interconnection and looping of existing and proposed segments of the potable water distribution system.

Policy 1.3.3: The City shall rehabilitate and reuse existing public water facilities as an alternative to new construction when rehabilitation and reuse is cost-effective.

Policy 1.3.4: Before supplying potable water to developments located in the utility service area, the City may require that the development be annexed into the City.

Policy 1.3.5: The City may provide wholesale potable water service to other cities and the county by written agreement.

Policy 1.3.6: The City shall continue to maximize the use of the existing public water treatment facilities connected to the central water system.

Policy 1.3.7: The City shall require all new development to demonstrate concurrency with the adopted LOS standard.

Policy 1.3.8: The City shall require that new developments extend potable water distribution and reclaimed lines along the entire property boundary for future connection to adjacent properties.

Policy 1.3.9: The City shall discourage urban sprawl through the following activities:

- The City shall require all new developments within the City limits to connect to the City's central potable water system.

- The City will coordinate with the county to ensure that all new development within the City's utility service area shall connect to the City's water system where feasible.
- Where connection to the City's water system is not feasible within the unincorporated county portion of the utility service area, the City shall coordinate with the county to ensure that all new developments will install dry lines for future connection to the City's system.

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- To areas contiguous to the City limits, but outside the designated water service area. This shall be after annexation and if capacity is available; and
-

Policy 1.4.2: The City shall implement a water-conserving rate structure.

Policy 1.4.3: The City shall require the use of water-conserving plumbing fixtures in all new development and shall consider the use of incentive programs to encourage retrofits for existing buildings.

Policy 1.4.4: The City shall comply with conservation efforts outlined in the most recently issued consumptive use permit from the SJRWMD.

Policy 1.4.5: The City shall require the installation of dual-water lines and meters in all new developments served by the City's water system to distribute potable and reclaimed water even if reclaimed water is not yet available.

Policy 1.4.6: All new developments that abut existing or planned routes of the City's reclaimed water distribution system will be required to either connect to the system prior to occupancy or provide dry lines for future connection.

Policy 1.4.7: The City shall implement an employee and customer water-conservation education program.

Policy 1.4.8: The City shall require the use of reclaimed water in place of potable water for irrigation and other nonpotable needs when such nonpotable supply is available.

Objective 1.5: Landscape Irrigation and Florida-Friendly Design Standards. The City shall encourage or require, depending on standards established in the Land Development Code, low-impact landscape and irrigation system design to conserve the City's potable water resources.

Policy 1.5.1: The City's land development regulations shall encourage, or in some cases require, the following landscape design criteria:

- Existing vegetated areas shall be preserved and incorporated into the design;
- Plants shall be appropriate for site conditions, taking into account that, in some cases, soil improvements can enhance water use efficiency;
- The percentage of landscaped areas in irrigated high-water-use zones should be minimized; however, these limits should not apply to landscaped areas requiring larger amounts of turf for their primary functions such as ball fields and playgrounds.

Policy 1.5.2: Irrigation systems shall be designed in a manner that considers soil, slope and other site characteristics in order to minimize water waste, including overspray, the watering of impervious surfaces and other non-vegetated areas, and off-site runoff, and they shall be designed to provide the following where feasible:

- Use of the lowest water quality feasible;
-
- Controller systems shall be required, when feasible, to provide the following minimum capabilities;
 - Ability to be programmed in minutes, by day of the week, season and time of day;
 - Operational flexibility to meet year-round water conservation requirements and temporary water shortages; and
 - Ability to minimize free-flow conditions in case of damage or other mechanical failure.

Objective 1.6: Fire Protection Capabilities. The City shall provide adequate delivery and distribution of potable water to meet fire protection demand within the utility service area.

Policy 1.6.1: The City shall continue to monitor, evaluate, repair and replace the existing water delivery and distribution system to ensure the system can deliver needed gallon per minute flows to meet fire protection demands.

Policy 1.6.2: The City shall maintain an active water system and fire hydrant mapping and numbering program.

Policy 1.6.3: The City shall establish and maintain a hydraulic model of the City's water distribution network so that the water distribution system can be routinely analyzed with respect to fire flow capabilities.

Policy 1.6.4: The City shall extend water distribution mains to areas within the City's service area and provide adequate fire protection service to residents and non-residential establishments located within the service area, provided that residents/developers participate in the costs.

Policy 1.6.5: The City shall base fire flow levels of service upon delivery pressures of 20 pounds per square inch (psi) residual, minimum fire flows of 500 gallons per minute (gpm) for residential and 1,500 gpm for non-residential and multi-family developments.

Objective 1.7: Protection of Groundwater from Contamination. The City shall perform specific actions during the 2031 planning timeframe to protect water quality by preserving groundwater from contamination.

Policy 1.7.1: The City shall meet or exceed all federal and state water facility regulations that provide for the protection of the environment.

Policy 1.7.2: To protect the quality and quantity of the City's potable water supply, the City will continue to enforce the land development regulations established for the primary and secondary well field protection zones. The primary well field protection zone consists of the land immediately surrounding any potable water supply well a radial distance of 500 feet. The secondary well field protection zone consists of the land immediately surrounding any potable water supply well a radial distance of 1,000 feet.

Objective 1.8: Intergovernmental Coordination. The City shall coordinate with adjacent jurisdictions and applicable state and federal agencies to protect the quality and quantity of its water sources.

Policy 1.8.1: The City shall meet annually with adjacent governments, private utilities, and state and federal agencies to coordinate the provision of potable water services and service area boundaries.

Policy 1.8.2: The City shall coordinate with adjacent jurisdictions and applicable regional, state and federal agencies to educate the community about conservation, sustainable use and protection of the quality and quantity of its water sources.

Policy 1.8.3: The City shall review and update the Water Supply Facilities Work Plan and supporting data and analysis within eighteen months of the update of the SJRWMD regional water supply plan and will amend this element as necessary to incorporate any applicable policies.

Objective 1.9: Maximizing the Use of Existing Public Facilities. The City shall maximize the use of existing potable water facilities.

Policy 1.9.1: The City's Utilities department shall identify, develop and implement a sustainable potable water production, treatment and distribution system by using the highest and best-proven technology possible.

Policy 1.9.2: The City shall continually update a GIS map of the entire potable water system to maintain the potable water system and to anticipate and facilitate system repair.

Policy 1.9.3: The City's Utilities Department shall maintain accurate records of well-water production flows, maintenance, chemical usage and other items related to efficient ongoing water service operation.



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	10/14/2021
Order Number:	6398483
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	85.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	10/18/2021 - 02/07/2022	Govt Public Notices
LEE dailycommercial.com	2	10/18/2021 - 02/07/2022	Govt Public Notices

Total Order Confirmation

\$258.20

Ad Preview

CITY OF CLERMONT NOTICE OF PROPOSED AMEND- MENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2022-004

The City of Clermont will hold public hearings regarding the proposed ordinance on Tuesday, November 2, 2021 at 6:30 PM before the Planning and Zoning Commission and before the City Council on Tuesday, December 14, 2021 at 6:30 PM for a transmittal reading and on Tuesday, February 22, 2022 at 6:30 PM for a final adoption hearing to consider proposed changes to the City's adopted comprehensive plan.

ORDINANCE #2022-004:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING A TEXT AMENDMENT TO THE GOALS, OBJECTIVES AND POLICIES OF THE POTABLE WATER ELEMENT OF THE COMPREHENSIVE PLAN; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

The public hearing will be held at Clermont City Hall, inside the first floor City Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711 and are open to public comment. Please call (352) 241-7305 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (first floor, City Hall) between 8 AM and 5 PM. Monday through Friday.

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

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearing.

Tracy Ackroyd Howe, MMC
City Clerk

6398483
October 18, 2021 &
February 07, 2022



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, December 14, 2021		
Agenda Item Name		
Ordinance No. 2022-005 - <i>Table Intergovernmental Coordination Element</i>		
Requested Action		
Staff recommends approval and transmittal of the proposed Intergovernmental Coordination Element to the State Reviewing Agencies.		
Staff Report		
This Comprehensive Plan Text Amendment is a staff initiated amendment to update the Intergovernmental Coordination Element of the City's Comprehensive Plan. Mr. James Kinzler, with Kinz Consulting, LLC, has prepared the following element with City staff's assistance. The Intergovernmental Coordination Element is being updated to reflect the changes from the Potable Water Element that revises language from St. Johns River Water Management District (SJRWMD) district water supply plan to regional water supply plan. The specific change is reflected under Policy 1.3.9. on page XII-2 of the redlined Element. Staff recommends approval and transmittal of the proposed Intergovernmental Coordination Element to the State Reviewing Agencies. Once comments are received, an adoption hearing will be scheduled in early 2022 to finalize the amended element. The Planning and Zoning Commission recommended unanimous approval, 7-0.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2022-005 Intergovernmental Coordination (10.25.2021 V1) - RFBL	Ord 2022-005 Intergovernmental Coordination (10.25.2021 V1) - RFBL.pdf	
2. 2022-005 ICE legal ad	2022-005 ICE legal ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2022-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING A TEXT AMENDMENT TO THE GOALS, OBJECTIVES AND POLICIES OF THE INTERGOVERNMENTAL COORDINATION ELEMENT OF THE COMPREHENSIVE PLAN; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statutes 163.3187; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing and made recommendations to the City Council for amendments to the plan; and

WHEREAS, the City Council of the City of Clermont held public hearings on the proposed amendments to the plan in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Intergovernmental Coordination Element is hereby amended as shown in Exhibit A.



CITY OF CLERMONT
ORDINANCE NO. 2022-005

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 3: 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 4: ADMINISTRATIVE CORRECTION

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

SECTION 5: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect after a period of thirty days plus one following its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2022-005

ORDAINED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 22nd day of February, 2022.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

EXHIBIT A



CITY OF CLERMONT

COMPREHENSIVE PLAN

CHAPTER XII

INTERGOVERNMENTAL COORDINATION ELEMENT

Adopted June 23, 2009
Amended: February 22, 2022

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CHAPTER XII
INTERGOVERNMENTAL COORDINATION

GOAL 1: To establish viable mechanisms among the pertinent governmental, public and private entities to ensure awareness and coordination of all development activities, and to provide effective and efficient utilization of all available resources to ultimately enhance the quality of life for present and future populations.

Objective 1.1: Coordinate Comprehensive Plan. The City of Clermont shall coordinate comprehensive planning activities with Lake County, the cities of Minneola and Groveland, the Town of Montverde and the East Central Florida Regional Planning Council (ECFRPC).

Policy 1.1.1: When considering comprehensive plan amendments the City shall review the Lake County, Minneola, Montverde and Groveland comprehensive plans, as applicable.

Policy 1.1.2: The City shall review and compare municipal and Lake County land development regulations applicable to respective adjacent lands for compatibility and for conflict with growth management goals, objectives and policies.

Policy 1.1.3: The City shall participate in the ECFRPC's Strategic Regional Policy Plan review and update process as mandated by state statute.

Objective 1.2: Impacts of Development. The City shall ensure that the impacts of development proposed in the City's comprehensive plan are coordinated with adjacent municipalities, Lake County, the Lake County School Board, the ECFRPC's Strategic Regional Policy Plan, the Lake-Sumter Metropolitan Planning Organization (MPO), and the state.

Policy 1.2.1: The City shall notify Lake County and adjacent municipalities as part of the development review process when impacts of a development may impact those jurisdictions.

Policy 1.2.2: The City shall coordinate with the ECFRPC and other applicable governmental agencies when developments requiring Chapter 380, Florida Statutes review are within the City's jurisdiction.

Policy 1.2.3: The City shall coordinate transportation planning activities with the Florida Department of Transportation (FDOT), ECFRPC, Lake-Sumter MPO, Lake County and the adjacent municipalities to protect and preserve necessary future rights-of-way.

Policy 1.2.4: The City shall coordinate planning activities with the FDOT, the Florida Department of Agriculture, the ECFRPC, the Lake-Sumter MPO and Lake County to establish mechanisms for delineation and adoption of corridor roadway systems in and around the City of Clermont.

Objective 1.3: Coordinate Level of Service (LOS) Standards. The City shall implement formal and informal process, memorandums of agreement and coordination mechanisms that establish appropriate level of service standards, consistency and compatibility between the City's adopted comprehensive plan and the mandated plans and legislated activities of federal, state and regional governments or agencies empowered with jurisdictional and quasi-jurisdictional authority and/or service facility provision and maintenance responsibility.

Policy 1.3.1: The City shall coordinate with the Lake-Sumter MPO, Lake County and the FDOT to establish concurrency management mechanisms that will provide consistent LOS standards to be maintained on major roadways in and around the City of Clermont.

Policy 1.3.2: The City will coordinate adopted solid waste LOS standards with Lake County.

Policy 1.3.3: The City shall coordinate with St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), Federal Emergency Management Agency (FEMA) and other appropriate state and federal agencies that have jurisdictional authority or responsibility in the City to ensure water quality, stormwater drainage and flood control measures are addressed consistent with impacts of development.

Policy 1.3.4: The City in conjunction with Lake County, SJRWMD, FDEP and other affected federal, state and local entities shall designate respective personnel to investigate and formulate planning strategies for potential placement and implementation of regional wastewater treatment facilities.

Policy 1.3.5: The City shall coordinate necessary activities with the plans, programs and administered legislative actions of FDEP and Lake County to implement proper operation, storage and disposal of both solid and hazardous waste.

Policy 1.3.6: The City shall coordinate appropriate activities with the FDEP, SJRWMD (including consistency with the District's ERP and CUP rules), Lake County Water Authority and Lake County to effectively manage the preservation and protection of surface and ground water quality and quantity, and aquifer recharge areas.

Policy 1.3.7: The City shall ensure that natural resources occurring in, or affecting more than one governmental jurisdiction, are effectively managed to preserve, protect, and enhance natural systems, wildlife, fisheries and habitat. This includes ensuring its stormwater management, aquifer recharge and reuse water policies and projects are consistent with the goals of the SJRWMD Lake Apopka Surface Water Improvement and Management (SWIM) Plan and the Upper Ocklawaha River Basin SWIM Plan to protect or enhance water quality and natural systems.

Policy 1.3.8: The City shall coordinate with existing resource protection plans of other government agencies and entities including the FDEP, SJRWMD, Lake County and the Lake County Water Authority, as well as with nonprofit environmental organizations to appropriately conserve and manage natural areas and open space.

Policy 1.3.9: The City shall participate in the development of updates to the SJRWMD's regional water supply Plan and in other water supply development-related initiatives facilitated by SJRWMD that affect the City.

Objective 1.4: Conflict Resolution. The City will provide for informal or formal conflict resolution mechanisms when necessary to deal with issues of intergovernmental coordination.

Policy 1.4.1: The City shall utilize the informal mediation process provided by the ECFRPC for resolving conflicts with other local governments when applicable.

Policy 1.4.2: The City shall provide for joint meetings of the City Council and the Lake County Board of County Commissioners to resolve issues relating to intergovernmental coordination.

Objective 1.5: Coordinate Growth Management Issues. The City shall coordinate growth management issues transcending jurisdictional areas through cooperative communications with Lake County and neighboring municipalities at the staff and elected official levels by presenting the City of Clermont's

concerns through documented transmittals, scheduled meetings, attendance at Lake County and adjacent cities' public hearings, joint ad hoc technical coordination committees, execution of interlocal agreements if applicable and, where relevant, less formal communications within one year of the adoption of this element.

Policy 1.5.1: The City shall coordinate growth management activities with Lake County to pursue appropriate, compatible land management for areas adjacent to the City, including enclaves, to avoid conflict created by possible placement of incompatible land uses and to establish compatibility between City, county and the adjacent cities' growth management efforts.

Policy 1.5.2: The City shall engage in mutual discussion with Lake County, the Town of Montverde, and the cities of Minneola and Groveland to establish an annexation policy to direct an orderly and timely process of annexing unincorporated lands adjacent to the City.

Policy 1.5.3: The City shall develop mutually agreeable land use designations for unincorporated areas within the confines of any service area or delineated annexation zone. The emphasis shall be on compatibility with both the City and adjacent governments' comprehensive plan future land use elements.

Policy 1.5.4: The City shall focus commercial development along state roads to commercial nodes in the incorporated areas where there are central services, and shall designate lands in unincorporated areas adjacent to municipalities to lower residential densities, and less intensive land uses than permitted in the City or designated service areas.

Policy 1.5.5: The City shall amend the existing interlocal agreement for the presently designated Joint Planning Area to adequately address mutual issues, logistics, responsibilities for managing future growth and legal requirements necessary to validate any such agreement. The City shall participate with Lake County to amend the current interlocal agreement, as needed, to address the following issues:

- Expansion of the county's technical review committee to include representatives from the City of Clermont on issues concerning any development of land or land use action within any agreed upon Joint Planning Area;
- Determination of land use authority for land within any agreed-upon Joint Planning Area; and
- Identification of applicable level of service criteria for any agreed-upon Joint Planning Area.

Policy 1.6.1: The City shall solicit recommendations and assistance from various public agencies and quasi-public organizations such as the Florida Department of State, Division of Historic Resources, the Florida Department of Community Affairs (DCA), Farmers Home Administration, HUD, Florida Department of Children & Families, Lake County Housing Authority and South Lake Chamber of Commerce to assist in program funding, identification of structures and areas to be preserved for historical purposes, and identification of potential areas to be recommended for future community revitalization type actions.

Policy 1.6.2: The City shall continue both formal and informal communication with appropriate state and regional agencies, such as the DCA and the ECFRPC, to sustain availability of information on specific programs, projects, and legislation pertinent to local governments and to

provide technical assistance for potential grants and Development of Regional Impact (DRI) reviews.

Policy 1.6.3: The City shall continue to coordinate with officials of the Lake County School Board to ensure provision and availability of necessary infrastructure and utilities consistent with location and construction of new educational facilities and/or improvements to existing facilities.

Policy 1.6.4: The City shall engage in efforts with Lake County and the Lake County School Board for procurement, operation and maintenance of parks and recreation facilities.

Policy 1.6.5: The City shall continue to cooperate with state agencies in identifying programs and funding sources to promote further development of community parks, open space and recreation facilities.

Policy 1.6.6: The City shall continue to cooperate with state agencies as well as with nonprofit environmental organizations in identifying programs and funding sources to promote further development of community parks, open space and recreation facilities and to coordinate with them in effectively managing existing natural areas and open space.

Objective 1.7: School Coordination. The City of Clermont will coordinate with the Lake County School Board with regard to school siting criteria, collocation of facilities and planning coordination within one year of the adoption of this element.

Policy 1.7.1: The City and the Lake County School Board shall discuss and coordinate development plans for expansion of existing schools or development of new education facilities within the City to assure such activities are consistent with growth management directives established within the City's comprehensive plan. Issues shall include the impacts of facilities on adopted LOS standards established for public school facilities, transportation, potable water, wastewater, drainage and solid waste services.

Policy 1.7.2: The City shall provide the Lake County School Board with information regarding proposed new developments to assist its efforts in planning new schools and to solicit its review comments.

Policy 1.7.3: The City shall abide by and enforce the interlocal agreement between the City and the Lake County School Board to require cooperation in terms of population projection and school siting.

Policy 1.7.4: The Lake County School Board shall provide facilities plans and population projections on an annual basis to ensure that consistency is maintained between the two.

Policy 1.7.5: The Lake County School Board shall provide the City with any plans to site schools within the corporate limits or joint planning area.

Policy 1.7.6: The City shall provide to the Lake County School Board all applications for land use plan amendments that have the potential of increasing residential density and that may affect student enrollment, student enrollment projections or school facilities.

Policy 1.7.7: The City shall allow a member of the Lake County School Board to sit as an ex-officio member on the Local Planning Agency and comment on proposals that have the potential to increase density.

Policy 1.7.8: The City will take part in the Lake County Educational Concurrency Review Committee established by Lake County, Lake County School Board and the municipalities of Lake County that shall meet at least annually as outlined in the interlocal agreement between Lake

County, Lake County School Board and municipalities for school facilities planning and siting, and will hear reports and discuss issues concerning school concurrency.

Policy 1.7.9: The City will take part in the Joint Staff School Concurrency Review Group, comprised of staff of Lake County, the municipalities of Lake County, and the Lake County School Board, that shall meet at least quarterly, as outlined in the interlocal agreement between Lake County, Lake County School Board and the municipalities of the county, for school facilities planning and siting, to discuss issues concerning school concurrency. These issues shall include but not be limited to land use, school facilities planning, including such issues as population and student projections, level of service, capacity, development trends, school needs, co-location and joint use, and ancillary infrastructure improvements needed to support schools and ensure safe student access. The Lake County School Board staff shall be responsible for making meeting arrangements.

Policy 1.7.10: The City will provide full cooperation and coordination with the Lake County School Board, as needed, to coordinate planning activities and maximize the use of available public facilities.

Policy 1.7.11: The City will pursue formalization of existing agreements with the Lake County School Board for the use of school facilities for recreation services and activities. Agreements should establish a level of service ratio to determine the maximum allowable use of the facilities for public access to optimize the use of the facilities and to help the City determine its long-term recreation needs.

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The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	10/11/2021
Order Number:	6401021
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	86.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	10/18/2021 - 02/07/2022	Govt Public Notices
LEE dailycommercial.com	2	10/18/2021 - 02/07/2022	Govt Public Notices

Total Order Confirmation

\$261.12

Ad Preview

CITY OF CLERMONT NOTICE OF PROPOSED AMEND- MENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2022-005

The City of Clermont will hold public hearings regarding the proposed ordinance on Tuesday, November 2, 2021 at 6:30 PM before the Planning and Zoning Commission and before the City Council on Tuesday, December 14, 2021 at 6:30 PM for a transmittal hearing, and on Tuesday, February 22, 2022 at 6:30 PM for a final adoption hearing to consider proposed changes to the City's adopted comprehensive plan.

ORDINANCE #2022-005:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING A TEXT AMENDMENT TO THE GOALS, OBJECTIVES AND POLICIES OF THE INTERGOVERNMENTAL COORDINATION ELEMENT OF THE COMPREHENSIVE PLAN; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

The public hearing will be held at Clermont City Hall, inside the first floor City Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711 and are open to public comment. Please call (352) 241-7305 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (First Floor, City Hall) between 8 AM and 5 PM, Monday through Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearing will need a record of the proceedings and may need to ensure a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearing.

Tracy Ackroyd Howe, MMC
City Clerk

6401021
October 18, 2021 &
February 07, 2022