



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, March 8, 2022**

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

Naval Sea Cadets

PROCLAMATION

Tuskegee Airmen Recognition

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Minutes Approval

Consider approval of the January 11, 2022 and February 22, 2022 Council Meeting and February 15 Workshop minutes.

Item No. 2 - Surplus Request

Consider declaring surplus from Fire and Finance and dispose of in accordance with the Purchasing Policy.

Item No. 3 - Letter of Engagement

Consider the selection of Special Counsel with Shepard, Smith, Kohlmyer & Hand, P.A. Law Firm to the Code Enforcement Board.

Item No. 4 - Resolution No. 2022-008R

Consider Resolution declaring surplus approximately .5 +/- acres located at 332/334 Palm Lane, property acquired by the City through a Code Enforcement action, authorizing the sale to Carey Hubbard Family Trust for the purchase price of \$72,000 with the buyer demolishing the structures on the property and paying all closing costs.

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Item No. 5 - Phase 3 Downtown Streetscape
Project and Budget Amendment

Consider the third contract amendment between the City of Clermont and Traverse Group, Inc. to provide construction of Phase 3 of the downtown streetscape project in the amount of \$7,215,149.68 with an ARPA fund budget amendment for the total project budget of \$7,757,916.31.

Item No. 6 - Community Garden Sponsorship

Consider approval to utilize any donated sponsorship dollars collected for the Community Garden project exclusively for the project.

Item No. 7 - Collective Bargaining Agreement
and Budget Amendment

Consider the Collective Bargaining Agreement with the International Association of Firefighters, AFL-CIO – Clermont Professional Firefighters Local 4350 and a General Fund budget amendment in the amount of \$180,000.

Item No. 8 - Comprehensive Plan Proposal and
Budget Amendment

Consider approval to utilize East Central Florida Regional Planning Council to complete the Evaluation and Appraisal Report and a budget amendment in the amount of \$45,000.

NEW BUSINESS

Item No. 9 - Ordinance No. 2022-010
Chicone Property Transmittal

Consider the tabling of the transmittal hearing to April 12, 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.

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

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

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.

PROCLAMATION

Whereas, the courage, dedication, self-sacrifice and compassion of the “ordinary heroes” of the World War II generation continue to inspire our nation, especially the men and women who are currently serving and protecting our country; and

Whereas, the Armed Forces of the United States were segregated in World War II; and

Whereas, in 1940 the US military selected Tuskegee Institute to train pilots because of its commitment to aeronautical training; its facilities, engineering and technical instructors; and a climate for year-round flying; after which the Tuskegee Program was expanded to become the center for African-American aviation during World War II; and

Whereas, the Tuskegee Airmen were active from 1941 to 1946 and overcame segregation and prejudice to become one of the most respected fighter groups of World War II, paving the way for full integration of the US Military; and

Whereas, Clermont resident, Tuskegee Airman Lt. Daniel Keel, who is approaching his 100th birthday, served as a Flight Officer in the Air Force from 1943 to 1946. Lt. Keel was one of only five Tuskegee Airmen to receive a triple airman rating;

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the 17th Day of March, Two Thousand and Twenty Two as:

TUSKEGEE AIRMEN RECOGNITION DAY

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 8th Day of March in the year Two Thousand and Twenty Two.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

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CALL TO ORDER

The City Council met in a regular meeting on Tuesday, January 11, 2022 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: City Manager Bulthuis, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Police Chaplin Pete Rodriquez followed by the Pledge of Allegiance.

PRESENTATIONS

Recitation of MLK "I Have a Dream" speech

Mayor Murry informed those in attendance that the class presentation of the Dr. Martin Luther King, Jr. speech will be postponed until the January 25, 2022 meeting.

Deputy Chief of Police Promotion Ceremony

Chief Broadway announced that Captain John Graczyk was being promoted to Deputy Chief of Police.

City Clerk Howe conducted the Oath of Office for John Graczyk to accept the position as Deputy Chief of Police.

Deputy Chief Graczyk gave brief comments thanking his family and community for their support. He promised to continue to serve with dignity and respect.

CFX 2045 Master Plan

Will Hawthorne, Executive Director of Engineering for the Central Florida Expressway Authority (CFX) presented a PowerPoint presentation to the Council about the development of their 2045 Master Plan. CFX was created in 2014 by the state legislature and their jurisdiction was expanded outside of Orange County to add other surrounding central Florida counties in which they could add multi-modal partnerships. He notified the Council that Lake County Board Chairman Sean Parks is now chair of the CFX as well. Their system is composed of 125 miles of limited expressway.

He informed the Council that the 2045 master plan sets the course for the next twenty (20) years as it is the wish list of transportation needs. Mr. Hawthorne highlighted the major projects under construction and those that have been fully funded, but not yet started. He informed those attending that there is a survey link available at cfxway.com/master-plan for feedback.

Council Member Purvis asked what the timeline for completion of the Wekiva Parkway. Mr. Hawthorne stated that they are targeting 2023.

Mayor Murry asked about the Lake-Orange Connection. Mr. Hawthorne stated that permitting is taking some time. Right of Way acquisition is taking some time as well since the courts are backed up from Covid. He ventured a guess that they are looking at 2025-2026 to be open for traffic.

Opening Comments

City Manager Bulthuis informed the Council that there were some changes to the agenda.

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Item No. 5 – Ordinance No. 2021-024 FINAL – The Vue CPA

City Manager Bulthuis informed the Council that the applicant wished to table the reading until January 25, 2022.

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 January 25, 2022 made by Council Member Bates; Seconded by Council Member Purvis. Passed unanimously 5 to 0 with all members present voicing aye.

Item No. 6 – Ordinance No. 2021-025 FINAL – The Vue Rezoning

City Manager Bulthuis informed the Council that the applicant wished to table the reading until January 25, 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 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 January 25, 2022 made by Council Member Bates; Seconded by Council Member Purvis. Passed unanimously 5 to 0 with all members present voicing aye.

Item No. 7 – Ordinance No. 2021-032 INTRODUCTION – Stillwell Clermont Rezoning

City Manager Bulthuis informed the Council that the applicant wished to table the reading until February 8, 2022.

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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 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. 2021-032 until February 8, 2022 made by Council Member Bates; Seconded by Council Member Purvis. Passed unanimously 5 to 0 with all members present voicing aye.

SELECTION OF MAYOR PRO TEM

Mayor Murry announced that the floor was open for nominations for Mayor Pro Tem. Council Member Bates stated he would like to continue.

MOTION TO REAPPOINT Council Member Bates as Mayor Pro Tem made by Council Member Purvis; Seconded by Council Member Entsuh. Passed unanimously 5 to 0 with all members present voicing aye.

PUBLIC COMMENTS

Charlene Forth, 939 W. Desoto Street, Clermont – Thanked staff for their work on the Christmas parade. Thanked Debbie in the City Manager’s office for assistance. Thanked Chief Broadway and the officers at the Health Department assisting with the lineup.

Bill Maines, Indian Shores HOA, Clermont – Asked the Council to address speeding on SR561. They have done a petition. Mr. Maines provided traffic studies to the City Clerk.

City Manager Bulthuis informed the Council that he will direct Chief Broadway to look into the situation and they will report back to the Council.

Shawna Vaughn, 473 Blue Cypress Drive, Groveland – Asked the Council to address the increased traffic to SR50. She stated she is not opposed to growth and development, but informed the Council they should be mindful when approving developments. Ms. Vaughn provided pictures to the City Clerk.

Mayor Murry stated that it is not just Clermont and there is a lot of traffic flowing through Clermont.

Paul Roundtree, 1515 E. SR50, President of Project Scholars – Thanked the City for their support of “Pig on the Pond.” There are twenty (20) plus non-profits that benefit from the event. They have paid out multiple scholarships of \$10,000 payable over four (4) years. Mr. Roundtree presented a video and provided handouts to the City Clerk.

Council Member Purvis commented that “Pig on the Pond” is one of the premier events of Clermont. He stated that he would like to see a scholarship in the name of Cheryl Fishel who dedicated and organized the event for many years prior to her passing.

Peggy Cocizel, 1416 W. Lakeshore Drive, Clermont – Asked the Council to address a concern regarding a helicopter landing at 1397 W. Lakeshore Drive which is in a residential neighborhood. Ms. Cocizel also read a letter into the record from Karen and Jonathon Prescott.

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Council Member Purvis stated that he has received two (2) phone calls about this from residents he does not personally know. He asked City Attorney Mantzaris if the city has an ordinance that addresses this.

City Attorney Mantzaris told the Council that there is nothing currently in the code prohibiting the landing in the city. He stated that if the Council wishes, the City Attorney's Office can draft one for the Council to review. He stated there are many issues at play as there are intersecting jurisdictions with different governmental agencies. Most municipal codes can only address the land development side defining a heliport and prohibiting the construction in a residential area.

Council Member Entsuaah stated that he has spoken with both the Prescott's and the neighbor with the helicopter. He cautioned the Council about making rash decisions where there are intersecting governmental jurisdictions.

City Manager Bulthuis stated that he has spoken with at least one neighbor as well. He also cautioned the Council as this is currently a developing industry. The City will also have to be careful as this property may be grandfathered as they are already doing the action.

Corbin Wartinburg, 1000 Sadie Ridge Road – Back in October they spoke about a potential skate park idea and asked for an update.

Mayor Murry stated they are still interested in it and have a new City Manager on board. The Council will discuss it at a future workshop.

Carol Rosario, 640 S. Grand Highway – Asked about getting a sign at the intersection of Bloxam and SR50 recognizing the honorary name to Martin Luther King Jr. Blvd. Stated that Bloxam is misspelled and should be spelled as "Bloxham" with an "H".

Mayor Murry informed Ms. Rosario that it was only an honorary naming and that the honorary signs have been put up. City Manager Bulthuis added that the state will not recognize an honorary naming, so they will not put up any signage at the intersection.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- Announced that City Hall will be closed in honor of MLK Day.
 - Police Chief Broadway discussed the closure of Bloxam Avenue.
- Announced a City Council Special meeting on January 24, 2022 at 6:30pm
- Announced the next Council meeting is scheduled for January 25, 2022 at 6:30 pm
- Announced there will be a closed session after the adjournment of meeting to discuss collective bargaining.
- Offered congratulations to Deputy Chief Graczyk.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

CITY COUNCIL REPORT

Council Member Bates –

- Offered congrats to Deputy Chief Graczyk;

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- Informed the Council that Florida is in session through March 11. He is going through the bills to see what is pertinent. He will be on a call every Monday with the Florida League of Cities.

Council Member Purvis –

- Offered congrats to Deputy Chief Graczyk.
- Discussed the serious accident on US27 near Kings Ridge. He was given a resolution on behalf of residents to get a signal intersection at the entrance of Kings Ridge.
 - He asked the Council to send a copy of the resolution to the City Manager for review with the City Attorney and make a recommendation whether the council should support the resolution.
- Recognized an 8th grade woman who wrote him a personal letter.

Council Member Entsuah –

- Attended the Holidays with Heroes event
 - Deputy Chief Graczyk paid over the allocated amount for each child out of his own pocket to make sure his child got the Christmas they deserved. He truly has a heart to serve the community.
- Asked for an update on the proposed dog park at Lake Hiawatha.
- Announced that East Ridge High School has hired a new football coach.

With regards to the dog park, Deputy City Manager Davidoff informed the Council that there was a request to re-turf the dog park with a synthetic sod. Staff is currently looking at the pros and cons and will report back to Council during the budget process.

Council Member Pines –

- Offered congrats to Deputy Chief Graczyk.
- Looking forward to participating in the MLK parade and festivities. This is the third year and it is growing every year.

Mayor Murry –

- Offered congrats to Deputy Chief Graczyk.
- Thanked Chief Broadway for running extra speed patrols on US27 by Kings Ridge.
- Thanked Chief Broadway for running DUI checks over the holidays.
- Wished everyone a Happy New Year.
- Thanked Chief Broadway for their assistance at the Florida Health Department during covid-testing hours.

Council Member Purvis asked if the testing was that busy, if there is any consideration to relocation. Mayor Murry stated he spoke with the Health Department and they expressed concerns that they would get too many out-of-towners if they moved to a larger location.

City Manager Bulthuis added that he spoke to Chief Ezell and it was determined that the facility is always busy first thing in the morning, but between 12:00 pm and 2:00 pm it is not very busy.

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 – Meeting Minutes | Approval of the December 14, 2021 Council Meeting minutes |
| Item No. 2 – Surplus Request | Approval of surplus from Public Services and Police Department, and dispose of in accordance with the Purchasing Policy. |
| Item No. 3 – Purchase of Police Vehicles | Approval to piggyback the Florida Sheriff's Association Contract with Garber Ford, Inc to purchase police vehicles in the total budgeted amount of \$323,946.30. |
| Item No. 4 – Event & Road Closure Request | Approval of Freedom 5K event and road closure request on July 4, 2022. |

Council Member Purvis requested Item No. 4 be pulled for further consideration.

MOTION TO APPROVE the consent agenda items 1-3 made by Council Member Bates; Seconded by Council Member Pines. Passed unanimously 5 to 0 with all members present voicing aye.

Item No. 4

Council Member Purvis expressed concerns of the race course going down 3rd Street. He stated he would like to see better control of the participants when in a residential area.

Deputy City Manager Davidoff informed the Council that this race starts downtown, and so it is a different course. This is the third time for this event and they have had not had any prior issues with this promoter.

Council Member Purvis asked for an update about issuing temporary parking permits for downtown residents. Deputy City Manager Davidoff stated that the Police Department is still looking into that proposal.

MOTION TO APPROVE the consent agenda item 4 made by Council Member Bates; Seconded by Council Member Pines. Passed unanimously 5 to 0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 5 – Ordinance No. 2021-024 – *Addressed earlier in the meeting*

Item No. 6 – Ordinance No. 2021-025 – *Addressed earlier in the meeting*

Item No. 7 – Ordinance No. 2021-032 – *Addressed earlier in the meeting*

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Item No. 8 – Resolution No. 2021-057R – *Pinecrest Charter School CUP*

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.

City Clerk Howe read the resolution into the record by legal title only. The staff presentation was made by Planning Manager John Kruse.

Planner Kruse informed the Council that the applicant is requesting a Conditional Use Permit amendment to Resolution 1010 to allow the construction and operation of a charter school on the existing Lake Sumter College Campus. The current zoning is Planned Unit Development and the Future Land Use is Public Facility/Institutional. The charter school, Pinecrest, is looking to use a portion of the main campus site for a 6th through 12th grade school. The property is currently used for the Lake Sumter College Campus and the Cooper Memorial County Library. The original CUP was granted in 1998 for a College Campus and related facilities. Staff has reviewed the CUP and backup material, and the proposed 6th - 12th grade charter school was not included in the original CUP or ever considered for this site. City staff directed the applicant to apply for a conditional use permit amendment to include this use and to evaluate the impacts this use would have on the existing facility and surrounding area, especially the traffic impacts.

The applicant's proposal is for the first phase to be in 2022 and will include the construction of a new three story building consisting of approximately 36,000 square feet that will serve 650 students. The first phase will use the existing access point from Oakley Seaver and students will be dropped off and picked up through the existing parking lot that serves the college campus and the county library. No bussing is being proposed at any time and all students will be transported via private vehicles. Since this is a 6th-12th grade facility, staggered operation times are being proposed. The operating times for 9th-12th grade will be from 7:20 am to 2:20 pm and 6th-8th grade from 8:30 am to 3:30 pm. An analysis has been performed to show how the vehicles will que through the existing parking lot with a minor parking lot redesign. This is shown in the exhibited titled "Year One/Traffic Operations Plan." The applicant is proposing to double stack the vehicles once they have entered the parking lot off of the access drive, west of the existing library. The queue length is indicated to be 2,440 feet, which would accommodate approximate 98 vehicles.

The applicant has performed a traffic impact analysis, queueing analysis and parking analysis for phase one only. The analysis only evaluated the impact of adding 650 students and corresponding staff to the existing campus. The study did not look at any access from Legends Way, in which the applicant will be required to do prior to the construction of this access point in phase two.

The applicant is proposing that Phase two, in 2023, will consist of several internal roadway improvements to provide access from Legends Way. This phase includes the upgrading of the existing access point serving the five ballfields adjacent to Legends Way, which would connect to the charter school building, and a new access point on Legends Way. Upon completion of this phase, the Oakley Seaver access point would be discontinued and the queuing of vehicles will occur from these areas.

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This phase would also include the construction of additional parking spaces and a parking lot that would primarily serve the charter school. No additional students would be generated during this phase. Prior to this phase, a detailed traffic impact analysis will be performed to evaluate the impacts on Legends Way and the surrounding intersections. Any transportation improvements identified during this study will be a requirement upon the Charter School.

The applicant has indicated the intent for future phases and an increase in student enrollment. However, this will be presented and evaluated at a future date and will need City Council approval. A traffic impact analysis will be a requirement prior to any new student enrollment or transportation changes.

Staff has reviewed the application and proposed project in regards to the Review Criteria for a Conditional Use Permit. The proposed use may be consistent with the existing and previous development patterns and character of the surrounding areas. The charter school sharing the Lake Sumter College Campus could be an enhancement to the overall educational opportunity at the current location.

The proposed uses will not be detrimental to the health, safety and general welfare of the community. However, staff is apprehensive about the operational function of transporting students to and from the charter school within the existing roadway network and internal queueing. The existing college campus and county library transportation network and parking were designed in a way that did not take in consideration the daily use of student drop off and pick up from a charter school. However, the Charter School and the College have entered into an agreement with this being considered and this area will only be used during Year One. The submitted queueing analysis indicates stacking for 98 vehicles within the existing drive lanes and parking lot that is used primarily for the library. City staff is concerned when special events are held on the college campus or library, such as early voting, but this would only be an inconvenience in Year One. The Charter School has also agreed to make safety improvements at the trail crossing and Oakley Seaver Drive with inclusion of islands within the trail connection. With the addition of the Legends Way access points, a new drive isle constructed for vehicle queueing and stacking would be made available and Oakley Seaver access would be discontinued.

The Conditional Use Permit will not be in conflict to the Clermont Comprehensive Plan goals, objective and policies for the Public Facility/Institutional land use. The proposed project will be required to comply with all Land Development Regulations for development of the site. The City's traffic consultant has reviewed the transportation studies and believes the conditions contained in the CUP are adequate. Staff is recommending approval of Resolution No. 2021-057R. The Planning & Zoning Board is also recommending approval by a vote of 5 to 1.

Mayor Murry asked if the applicant was present.

Dr. Stan Sidor, President of Lake-Sumter State College (LSSC) – *Applicant*. Dr. Sidor stated that the charter school and the college started working together three (3) years ago. He asked the Council to approve the Resolution. He thanked the city staff for working with them to address the concerns staff had prior to this hearing. Dr. Sidor introduced Academica's Chief Operating Officer Julio Robania.

Julio Robania, 6340 Sunset Drive, Miami – *Applicant*. Mr. Robania informed the Council that Pinecrest Academy is a charter management organization of over 18,000 students in three (3) different states. He explained to the Council how a charter school is different than a regular private school as well as the rules and regulations they have to follow. He informed the Council that parents in the Clermont and greater community are searching for a K-12 solution.

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Students are graduating with their AA when they graduate from high school due to partnerships like the one with LSSC. He requested the support and approval of the Council.

Rolando Yanis, 8323 Northwest 12th Street, Doral, FL – *Project Architect*. Mr. Yanis provided a vision for the project and went over different aspects of the proposed building and architecture. The facility will be a standalone building with eventual designated parking separate from the college and library.

Mayor Murry opened the floor for comments from the public.

Those that spoke in support of the project are as follows:

William Signenthauer, 301 Pine Road
Bella Cona, 1812 Carry Street
Mike Delany, 11131 Versailles Blvd, Clermont
Melissa Madoff, 492 Denama Drive

There were no speakers that were in opposition to the project.

Seeing no other speakers, Mayor Murry closed the floor from further comment.

Council Member Bates disclosed that his child attended Pinecrest when they first opened and graduated from middle-school. He spoke highly of the school and the programs offered. Council Member Bates wanted to recognize that there were many in attendance in support of the project, but chose not to speak under public comment.

Council Member Bates stated that he has concerns about the traffic. He wanted to recognize that staff has worked hard with the college and the school to alleviate many of his traffic concerns. He stated he believes that parking can be worked out. He asked about the potential conflict with parking from the Spring Games.

Mr. Robania responded that everything going in and out is going to be designed so as not to interfere with other parking areas. Student parking will happen on the other side and will be designated as use only for the charter school.

Mayor Murry disclosed that he met with the applicants on many occasions and has voiced concern for traffic flow backing up on to Oakley Seaver. Mr. Yanis stated that city staff has made it very clear that traffic cannot back up onto Oakley Seaver.

City Manager Bulhuis added that the school has been agreeable to working with the city to make sure there is no backing up onto the street.

Council Member Bates asked if there was any intent to provide bussing for students.

Mr. Robania stated that the administration of the school will always be open for discussion with parents about the need for bussing. However, based on patterns for this specific school and flexibility among parents, they are seeing a stronger desire to drop off and pick up their kids. In addition, there are a lot of after school activities that would be bussing prohibitive.

Planner Kruse stated that if bussing is added, it is stipulated in the CUP that the academy will need to return to the Council.

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Council Member Pines stated that her understanding is that the first year would not see the full capacity of 650 students. Mr. Robania confirmed that understanding and added that they are looking at 525-550 students.

Council Member Bates asked about student parking. Mr. Robania stated that they have a limited number of spaces so it would be limited to 11th and 12th graders. He discussed that they could further limit it to just seniors or those with a GPA over 3.5, if required.

Council Member Purvis stated he does not believe that ten (10) spots will cut it for student parking. However, he was happy to hear that the academy has a process to limit who can drive themselves to school. He also expressed concern about Oakley Seaver Drive and that there will be backup there to turn left into the facility.

Council Member Purvis asked about the status of the school as a for-profit entity and if they will be paying taxes. Mr. Robania stated that they take a lot of pride in their educational outcomes. He informed the Council that the school itself is a 501C3 that contracts with his company to administer the operations of the school. As for the land, it will remain under the college as they are doing a land lease agreement with the non-profit. He added that even if they were a for-profit entity, there are exemptions to taxes because they are still a public school and those are in state statutes.

Council Member Entsuaah asked if they planned to use student resource officers in their facilities. Mr. Robania stated that they do plan to have the officer as well as other guardians.

MOTION TO APPROVE the Conditional Use Permit contained in Resolution 2022-057R made by Council Member Bates; **Seconded by Council Member Purvis. Passed unanimously 5 to 0 with all members present voicing aye.**

NEW BUSINESS

Item No. 9 – Variance Request – *South Lake Presbyterian Church*

The staff presentation was made by Development Services Director Curt Henschel.

The applicant is requesting a variance to allow an accessory structure shed to be located on a single-family lot without an established primary structure on the same lot. The property is located at 171 Chestnut Street with R-2 Medium Density Residential zoning and a Future Land Use Designation of Medium Density. The South Lake Presbyterian Church owns the property and the previous use was residential prior to the demolition of the existing single family structure. The sheds on the parcel were used in conjunction with the residential use of the property. The residential home had become dilapidated and unsafe, and the church demolished the building with the intent of rebuilding a new structure on the property. The church permitted the shed accessory structures to remain as existing on the property, until the future construction of a new single-family residence was complete. The church will use the single family home for ministry related outreach and housing for the pastor.

The variance request will allow for the accessory structure shed to remain on the lot as existing, with up to a maximum two (2) year timeframe while the new home is under construction. The applicant has indicated the church will soon start the process for contractor selection and permitting for development.

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The church will also be required to install a privacy fence to minimize any impact on the surrounding neighborhoods. The development of the parcel will require compliance with the Land Development Regulations for the R-2 Medium Density Residential zoning district.

Staff has reviewed the application and proposed project in regards to the Review Criteria for a Variance. Staff finds the requested maximum (2) two-year timeframe to allow for the construction of a new single-family primary residence on the lot will allow reasonable use of the property. The proposed redevelopment efforts of a new home will provide an opportunity to improve and enhance the community and surrounding areas. The proposed uses will not be detrimental to the health, safety and general welfare of the community. The requested variance will not be in conflict with the Clermont Comprehensive Plan goals, objective and policies for residential land use. Based on these conclusions, staff recommends approval of the requested variance.

Mayor Murry asked if the applicant was present.

Revered Drew Marshall, 131 Chestnut Street, Clermont – *Applicant*. Rev. Marshall stated that this will not impact the traffic on Chestnut Street.

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

Council Member Purvis asked if there were any letters of opposition received. Director Henschel replied that no letters were received. He added that the proposed project would meet the setback requirements of the code.

Council Member Bates asked if there was water, power running to the properties, and if there were any current residents. Rev. Marshall stated that there is no water or power currently and that there is no one living there.

MOTION TO APPROVE the variance request for 171 Chestnut Street made by Council Member Bates; Seconded by Council Member Pines. Passed unanimously 5 to 0 with all members present voicing aye.

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ADJOURN: With no further comments, this meeting adjourned at 9:14 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

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CALL TO ORDER

The City Council met in a workshop on Tuesday, February 15, 2022 in the Clermont City Council Chambers. Mayor Murry called the workshop to order at 6:30 pm with the following Council Members present: Council Members Pines, Entsuah, Bates, and Purvis.

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

OPENING COMMENTS

Chief Ezell spoke about an accident on Highway 50 earlier in the day. A tractor trailer was parked off of Highway 50 by East Avenue, the driver got out and somehow the tractor trailer rolled back into traffic on Highway 50 and struck one of the Fire engines that was passing at that time. The driver did his best to avoid the collision but the engine was struck toward the back of vehicle and the axle was torn loose from the body of the engine. There were no injuries to the public or firefighters.

The engine has been towed and it will be several weeks to determine if it is repairable. Currently there are two other engines out for repair but one should come back on Wednesday so they will be working with one reserve engine while this one is down. We do have an engine on order which is about eighteen to twenty four months out.

AGENDA ITEMS

1. Comprehensive Plan Review

Curt Henschel, Development Services Director, stated that everyone is here to discuss the desire and requirement to update our Comprehensive Plan and Evaluation and Appraisal Report (EAR). It is required by the state that we have to review this every seven years. Mr. Henschel introduced Tara McCue, Deputy Director of East Central Florida Regional Planning Council (ECFRPC) to discuss the topic further.

Brian Bulthuis, City Manager, explained that the city is looking for a proposal from ECFRPC for us to engage them to update the Comprehensive Plan and Evaluation and Appraisal Report rather than going out to find a consultant.

Tara McCue spoke about what a Comprehensive Plan is. She reviewed the nine elements of the Comprehensive Plan and went over common contents of the Comprehensive Plan Elements.

Ms. McCue reviewed understanding the role of the Comprehensive Plan as well as the timeline to submit to the state which is October 2022, and what that process looks like. The City of Clermont's last Comprehensive Plan was adopted in 2009 and there are things that have changed since then and need to be updated.

Discussion ensued between City Council, Planning and Zoning Board members and staff regarding what belongs in a Comprehensive Plan versus the Land Development Code. They discussed the timeline to submit the EAR to the state and was informed that staff has a goal to get it approved by Planning and Zoning in August, City Council in September and submit to the state before the October deadline.

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Brian Bulthuis, City Manager, stated that there are two phases to this process. Phase one is to get the EAR submitted to the state by October 2022. Phase two is to work on and update our Comprehensive Plan. Mr. Bulthuis asked for a consensus from Council to put on the March 8, 2022 agenda a proposal from East Central Florida Regional Planning Council to work on the EAR and Council agreed.

Tara McCue stated that as soon as the proposal is approved, they would start working on the EAR.

Development Services Director Henschel explained that if the City does not get the EAR submitted by the deadline in October 2022, then the city cannot process any applications for any new development.

City Manager Bulthuis previously talked about starting the Comprehensive Plan now but he was not aware of the EAR requirement. As soon as the EAR is completed, we will work on the Comprehensive Plan since there is a need to amend the current Comprehensive Plan to include the Wellness Way area.

Mr. Bulthuis, stated that currently the proposal from East Central Florida Regional Planning Council is just for the EAR and they will return with a proposal for the Comprehensive Plan when we are in the budget process.

Wellness Way

City Manager Bulthuis introduced Richard Levey who is a consultant with the City regarding Wellness Way.

Richard Levey spoke about the Comprehensive Plan and the amendment for Wellness Way. This project started as a collaboration between the City of Clermont and Lake County. Lake County has adopted goals, objectives and policies for Wellness Way within their Comprehensive Plan which were outdated. Two years ago, the City of Clermont and Lake County agreed to jointly pursue and create an implementation plan to identify things which needed to change within their Comprehensive Plan regarding Wellness Way. This proposal is what is being considered by Lake County. Mr. Levey walked through each section of the proposed Wellness Way Comprehensive Plan amendment.

City Manager Bulthuis reviewed a map explaining all the parts of Wellness Way and the conserve property on the north part which will not be developed. He also spoke about the Lake/Orange connector going through at the bottom and is scheduled to open in 2025.

City Manager Bulthuis spoke about the city limits and annexing property into the City. There was discussion about part of Olympus being in the City utility area. We will have to run water and sewer down Hancock to Hartwood Marsh this summer in order for development to start. Once utilities are in, developers can start building.

Richard Levey talked about building the roads in Wellness Way and which ones will be renamed so that they flow through the area. The developers are paying for the roads to be built instead of paying the County to build them.

Richard Levey commented about thirty percent of a neighborhood having park and open space standards. The government is now requiring dog parks, gardens, small playgrounds interconnected in neighborhoods so everyone is connected to greenspace.

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Richard Levey went over the mapping of conservation land. Council Member Pines raised concerns over the minimum length of the buffer from wetlands being fifteen feet in some instances, she does not feel that is a big enough space between the wetlands and development. Mr. Levey stated that the Water Management District sets buffer lines to protect the habitat of wetlands. The buffer will be fifty feet in most areas which is an increase from the City's current twenty five foot buffer.

Discussion ensued regarding what will be done when land development proposals come in. There was discussion regarding reclaimed water. Public Services Director Brunson stated there is no reclaimed water in that however there are wells onsite and staff is working with the land owners to get access to those.

City Manager Bulthuis asked Council to look over the document for anything that they want changed, the document will go before Council for the final reading at the February 22, 2022 City Council Meeting and then we still have to get concurrence with Lake County.

Council Member Purvis stated that he shares concerns about the buffer. He stated he would not support the document with that minimum buffer length and suggested a compromise with a minimum of 35 foot buffer. Mr. Levey explained that the current buffer the city has in place is 25 feet.

City Manager Bulthuis explained that Council can table this final hearing again if they need more time to review. Council Member Purvis stated that this is the first time they have had a complete package to review. This was a big help and overall, it is good. Mr. Bulthuis said at this time, the goal is to table the item at the City Council Meeting next Tuesday; if Council has comments, email them to Development Services Director Henschel so he can get them to Richard Levey within the next two weeks. Mr. Levey will then go over and address all comments.

Mr. Bulthuis introduced Kelly Randall, Supervisor of Growth Planning for Lake County School Board. Mr. Bulthuis asked her to help explain how Lake County School Board plans out building schools.

Kelly Randall, Supervisor of Growth Planning for Lake County School Board, stated that the Lake County School Board has been present in the discussions about Wellness Way. Most recently attending stakeholder meetings and meetings with the City. She explained that she has been consistent with expressing the needs of the school district in all of the meetings.

Ms. Randall reviewed the school capacity needs analysis for Wellness Way and what constitutes a need for a school. The analysis is based on a total maximum value of 1,900 units. The build out time for that amount is 25 to 30 and only one-third of the area is in the City. Every three years as part of the impact fee update, they conduct a student generation rate which is .35 for single family homes and .282 for multifamily houses. Out of 100 houses built, we only expect 35 students going into traditional schools in K-12.

Ms. Randall stated that the School Board builds schools for the entire district and not any one entity therefore schools outside of Wellness Way will serve the children that live there. The City of Clermont and Lake County joined to adopt an Interlocal Agreement in 2007. The agreement ensures the district is fully aware of any development coming in and the City agrees not to approve any development unless the school capacity is either available or have projects to make sure capacity is there at the time the school system is impacted.

Ms. Randall explained that it costs a lot to build and run schools. At this time, there is capacity available at the elementary school and middle school level and will continue to monitor growth. The high school that would serve Wellness Way is over their permanent capacity and has been for years.

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The Lake County School Board sees Wellness Way as an opportunity to address the overcrowding and find a high school site.

City Council Members discussed how impact fees are used regarding schools and keeping the funds for a specific school rather than going to the whole district. Ms. Randall explained the difference between when funds go district wide and when funds stay in one area. Council Member Pines thanked Ms. Randall for clarifying how the process works and what the School Board is looking to do in the future for the growth that is coming.

City Manager Bulthuis said the goal is to find a high school and elementary school site in March or April. Once we get utilities to that area, we will have a better schedule to see commercial development.

Mayor Murry thanked Mr. Bulthuis for bringing everyone together for this project.

CLOSING COMMENTS

City Attorney Mantzaris presented Council with a draft letter in opposition to the pending bill to restructure Lake County Water Authority. The bill would restructure and eliminate the board of elected officials and make them appointed officials of the County Commission. Mr. Mantzaris stated that Council cannot take official action tonight. City Manager Bulthuis stated this item will be on the agenda for February 22, 2022 and they will be asking for Council to take action.

City Manager Bulthuis handed out a map of the Downtown Streetscape Phase 3 which will be on the March 8, 2022 agenda. This project will be done in phases and is estimated to take a year to complete. They will start the first phase on March 21, 2022 which will take eight weeks, each phase will take 4 to 8 weeks to complete.

All businesses will be notified of the plans and street closures as well as First Friday events and the Christmas Parade.

City Manager Bulthuis announced that the City will be submitting for a grant to build Pickle ball Courts at the Arts and Recreation Center. The Live Well Foundation gives out grant funds up to \$1 million and there is no match required as long as it is health related.

Council Member Purvis asked about a Skateboard Park and if they have found anywhere to build one. Deputy City Manager Davidoff stated the City has been looking for a place to build one and staff has gone to other cities to see that they have.

ADJOURN: With no further comments, this workshop adjourned at 9:22 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

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CALL TO ORDER

The City Council met in a regular meeting on Tuesday, February 22, 2022 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 City Manager Bulthuis, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was provided by Pastor Millan of Real Life Church followed by the Pledge of Allegiance.

OPENING COMMENTS

Mayor Murry informed the Council that there were some changes to the agenda.

Item No. 11 – Ordinance No. 2022-002 FINAL - Wellness Way

City Manager Bulthuis informed the Council that he is asking for this item to be tabled.

Ordinance No. 2022-002 FINAL - 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 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.

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

Council Member Bates moved to table Ordinance 2022-002, Wellness Way to March 22, 2022; Seconded by Council Member Pines. The motion passed with all members present voting aye.

PUBLIC COMMENTS

Darren Johnson, 1075 W. Lakeshore Drive - After Ms. Forth's presentation at the last Council Meeting, Mr. Johnson contacted the Police Department and asked them to pull all the noise complaints from the downtown area from 12th Street to East Avenue for all of 2021. There were a total of 16 complaints, and of those, five were Lilly's on the Lake. Nine complaints were regarding residences. Mr. Johnson read what the noise complaints were. Two of the complaints were regarding downtown, both complaints were anonymous. One was that the band at Clermont Brewing Company was too loud, when Police arrived they noted that it was the band playing for Mega Trucks. The second complaint said the music downtown was too loud and it was from one of the breweries or maybe somewhere else downtown.

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Police arrived and there was no band to be found. Mr. Johnson displayed a map around Clermont Brewing Company and pointed out the residences surrounding and said that there has never been a noise complaint in the three years they have been here. Mr. Johnson stated that Ms. Forth does not speak on everyone's behalf.

Charlene Forth, 939 W. Desoto Street – Addressed what happened at the last Council meeting and the conduct of the Council. Ms. Forth spoke about the Police Department and how they respond to complaints in the downtown area.

REPORTS

COUNTY COMMISSIONER PARKS

Lake County Board Chair Sean Parks was not able to attend.

CITY MANAGER REPORT

City Manager Bulthuis –

- Public information meeting tomorrow from 4p.m. to 6p.m. at the City Center regarding the downtown streetscape project.

CITY ATTORNEY REPORT

City Attorney Mantzaris -

- Time for Council to go through the annual ethics training which has to be completed by July 1, 2022. Council needs to complete four hours of training. They can do a private session with him in either one or two sessions or alternative options offered by the Florida League of Cities.

Council Member Bates asked if there was a recording from last year that they can watch. Attorney Mantzaris said he will look into that as an option.

City Manager Bulthuis asked Deputy City Manager Davidoff to come forward and speak about a grant the city was awarded.

Deputy City Manager Davidoff stated that the city has received a new grant this year which is an increase in the amount that we have received previously from the Florida Division of Cultural Affairs. The grant is specific for the Clermont Performing Arts Center and this year the grant received is a total of \$71,018.00 to assist with programming at the Arts and Recreation Center. Staff has worked hard and is a big step for the city to receive a grant in this amount for this program.

CITY COUNCIL REPORT

Council Member Bates –

- There has been no legislative issues regarding our area.

City Attorney Mantzaris let Council know there is pending legislation regarding an increase in sovereign immunity limits. Currently, the sovereign immunity limits are \$200,000 for negligence claims filed by the city. The pending bill would raise that to \$1,000,000. He went on to say that he is not sure how Council feels about that, the major impact on the city is that it will likely have an impact on the insurance premium. Attorney Mantzaris believes that the city already maintains coverage at the level of sovereign immunity but it would have an impact due to claims paid out.

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Council Member Purvis asked when the last time it was adjusted. Attorney Mantzaris stated that it went from \$100,000 to \$200,000 in the last five years.

Council Member Purvis –

- Nancy Fullerton passed away, she served on the Lake County Water Authority for ten plus years.

Council Member Entsuah –

- Asked for an update on the grant for the Clermont Arts and Recreation Center.

Deputy City Manager Davidoff stated that the city received the full \$90,000 grant and has until December 31, 2022 to complete the project. Staff is currently working with experts on the final design. Once they are closer to finalizing the design, they will bring something back to council so everyone can see what it will look like.

- Toured the Police Department and participated in ride along with Officer Bell. He thanked Chief Broadway for giving him that opportunity.

Council Member Pines –

- Toured the Police Department and participated in ride along with Officer Bell as well.
- Attended first Main Street meeting and getting acclimated, will be bringing in a report at some point with an update to Council.

Mayor Murry –

- Will be signing the letter in opposition to the pending bill to restructure the Lake County Water Authority Board.
- The next Mayor's lunch will be at Sonny's BBQ on March 7, 2022 at noon.
- Excited to hear that two council members took the opportunity to do the Police Department tour and ride along.

Council Member Bates added in that he did the Police Department tour and ride along as well.

- Attended the promotion ceremony for three of our officers.
- Attended Sargent Chris Martin's graduation.

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 minutes from the Council meetings of January 25, 2022 and February 8, 2022.

Item No. 2 – Plat Approval

Consider plat for phase 2 of Hartwood Landing subdivision for 148 lots.

Item No. 3 – Surplus Request

Consider declaring surplus from the Police and Parks and Recreation Departments and dispose of in accordance with the Purchasing Policy.

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| Item No. 4 –Single Source Term Contract Award | Consider approval of single source determination and term contract award from F.J. Nugent & Associates, Inc. to purchase Grundfos submersible pumps and parts on an as-needed basis. |
| Item No. 5 – Bid Award | Consider award to William Medley Construction, Inc. d/b/a Medley Sports Construction to provide tennis court resurfacing at Lake Felter Park in the total budgeted amount of \$74,500. |
| Item No. 6 – Financial Software Purchase and Budget Amendment | Consider the purchase of a Requisition and Purchase Order module from Tyler-Munis in the total amount of \$51,275 and a budget amendment for the same. |
| Item No. 7 – Resolution No. 2022-004R | Consider approval of Fiscal Year 2022 Budget Amendment |
| Item No. 8 – Agreement for Reimbursement and Budget Amendment | Consider approval of a Utility Reimbursement with South Lake Connector, LLC in the amount of \$87,400 with a budget amendment for upsizing of 1,960 linear feet of reclaimed water main. |
| Item No. 9 – Event, Boat Ramp Closure, Trail Closure, Open Container Request
<i>Pig on the Pond</i> | Consider event at Waterfront Park October 14-16, 2022 with open container in approved area, fee waiver, signage on City property, fireworks, staff assistance, and trail and boat ramp closure. |
| Item No. 10 – Special Events Request | Consider allowing 10 special events consisting of up to 3 food trucks within the Southern Fields community. |

Council Member Bates moved to approve the Consent Agenda as submitted for February 22, 2022; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 11 – *This is was addressed earlier in the meeting and tabled to the March 22, 2022 meeting.*

Item No. 12 – Ordinance No. 2022-003 Transmittal Hearing – Capital Improvement Element

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

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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.

Planning Manager Kruse stated the next three items on the agenda are all staff initiated Comprehensive Plan Amendments. Mr. Kinzler with Kinz Consulting, LLC has prepared the following three elements with city staff assistance and will be available for any questions at the end of each presentation if needed.

This item is the Capital Improvement Element of the City's Comprehensive Plan. The Capital Improvements Element is being updated to reflect the changes to 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. Number one is policy 1.2.4: Update the Level of Service for Potable Water from 185 to 220 gallons per day per capita. Number two is to 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 to the State Reviewing Agencies and tabling the final hearing until May 10, 2022.

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

Council Member Entsuaah asked about the level of service standards for policy 1.2,4 and if those are standard for normal highways and roads. Mr. Kinzler stated that most transportation elements are standard.

Council Member Bates moved to approve Ordinance No. 2022-003 Transmittal Hearing – Capital Improvement Element; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Item No. 13 – Ordinance No. 2022-004 Transmittal Hearing – Potable Water Element Amendment

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.

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

Planning Manager Kruse explained that this item is the Potable Water Element. In order to ensure adequate water supplies, the Florida Legislature has established a coordinated planning process between regional water supply plans and comprehensive plans prepared by local governments. 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, the revised City of Clermont water supply facilities work plan addresses the planning period of 2022 through 2031 and demonstrates sufficient supply to meet the objective demand over that time frame. Several areas in the element have been updated to reflect the revised work plan. The work plan has been included as well in the updated Potable Water Element. Staff recommends approval and transmittal to the State Reviewing Agencies and tabling of the adoption hearing until May 10, 2022.

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

Council Member Pines asked what constitutes an exemption from review requirements and questioned the type of exemptions. James Kinzler, Kinz Consulting, LLC stated that beyond a school, there are not many examples where the city would want to overlook and ensure that concurrency.

Council Member Bates moved to approve Ordinance No. 2022-004 Transmittal Hearing – Potable Water Element Amendment; Seconded by Council Member Pines. . Passed unanimously 5-0 with all members present voicing aye.

Item No. 14 – Ordinance No. 2022-005 Transmittal Hearing – Intergovernmental Coordination 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 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.

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

Planning Manager Kruse presented the ordinance. 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. Staff recommends approval and transmittal to the State Reviewing Agencies and tabling of the adoption hearing until May 10, 2022.

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

Council Member Bates moved to approve Ordinance No. 2022-005 Transmittal Hearing – Intergovernmental Coordination Element; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Item No. 15 – Ordinance No. 2022-007 FINAL – Code Enforcement Board

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ARTICLE V, “CODE ENFORCEMENT”, DIVISION 1, “GENERALLY”, SECTION 2-186 “INTENT OF ARTICLE” AND SECTION 2-187 PROVIDING THAT THE CITY COUNCIL SHALL APPOINT A CODE ENFORCEMENT BOARD; SECTION 2-187, “ALTERNATE CODE ENFORCEMENT SYSTEM” AND AMENDING DIVISION II, ‘CODE ENFORCEMENT BOARD’, SECTION 2-206, “CREATED; JURISDICTION; POWERS AND DUTIES; ENFORCEMENT BY COURTS”, SECTION 2-207, “COMPOSITION; APPOINTMENT” AND SECTION 2-208, “COUNSEL NAMED” PROVIDING FOR THE CREATION AND APPOINTMENT OF A CODE ENFORCEMENT BOARD; AND, PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

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

City Manager Bulhuis stated the first public hearing regarding reestablishing the Code Enforcement Board was two weeks ago. The board will meet on the third Monday of every other odd month, either at 6pm or 6:30pm. Staff’s plan will be to have a training session in April after members have been appointed so they can understand their roles and tour the community. The first hearing will be in May of this year.

Council Member Entsuaht thanked Mayor Murry and Council Members for bringing this board back. He feels this is a great opportunity to get more citizens involved in their local government.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street – Expressed that she is proud of our code officers. In favor of bringing back the Code Enforcement Board and stated that Chuck Forth will be submitting a resume to serve on the board.

Mayor Murry closed the public hearing.

Council Member Bates spoke regarding how many members will be on the board. He is leaning towards a five member board; instead of seven members.

City Manager Bulhuis said that council can talk about that this evening and he believes the ordinance gives the option of a five member board or seven member board.

City Attorney Mantzaris stated that the ordinance requires a seven member board. He will research the statute to confirm we need a seven member board.

Council decided to move to Item No. 16 while Attorney Mantzaris researches the number of members.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 22, 2022

Item No. 16 – Ordinance No. 2022-008 *FINAL* – *Commercial Megacycles*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING CHAPTER 62 “TRAFFIC AND VEHICLES” CREATING ARTICLE IV, “COMMERCIAL MEGACYCLES” SECTIONS 62-45 THROUGH 62-64 OF THE CITY CODES OF THE CITY OF CLERMONT AUTHORIZING THE USE OF COMMERCIAL MEGACYCLES UPON DESIGNATED STREETS; PROVIDING FOR DEFINITIONS, OPERATION OF COMMERCIAL MEGACYCLES RESTRICTED, PERMIT REQUIRED, PERMIT APPLICATION, APPLICATION FEE, REVIEW AND APPROVAL, PERMIT FEES, TRADE NAME REQUIRED, FIXED PLACE OF BUSINESS REQUIRED, GENERAL OPERATING CONDITIONS, VEHICLE REQUIREMENTS, REQUIREMENTS FOR DRIVERS AND OTHER PERSONNEL, LIABILITY INSURANCE REQUIRED; AMENDMENT TO PERMIT, BUSINESS TAX RECEIPTS, TRANSFERABILITY, PERMIT SUSPENSION AND REVOCATION, APPEAL PROCEDURE, ENFORCEMENT AND POSTING OF SIGNS; AND, 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.

City Manager Bulthuis explained that in adopting this ordinance it allows someone to apply for a permit. Council is not granting anything; just setting up rules. Staff is recommending this ordinance to be re-reviewed in February 2023 with this being something new to our community. Staff intends to sit down with anyone that applies for a permit to make sure they understand the rules. Staff is recommending this to move forward for a one year trial period.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street - Expressed her opposition.

Greg Amman, 550 East Avenue – Believes this is in line with the Master Plan. There is a lot of interest online for this.

Barbara Hollerand, Clermont Main Street – Commended staff on putting together a comprehensive ordinance. It has a lot safeguards and she encourages approval.

Jacob Simpson, 193 W. Desoto Street – Asked to consider limiting the approved area to the downtown commercial area.

Darren Johnson, 1075 W. Lakeshore Drive – Clarified there will not be any alcohol served on the vehicle. The route that was originally proposed has been modified and constricted to twelve square blocks of downtown to address any issues with the local residents.

Mayor Murry closed the public hearing.

Council Member Bates expressed concerns about the routes and is in favor of bringing the item back to Council in one year. He supports the ordinance.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 22, 2022

Council Member Purvis disclosed met with Mr. Johnson and inspected the vehicle in question. They spoke about how this will interact with downtown traffic flow. He is in favor of Council reviewing the ordinance in one years' time and determine whether it fits.

Council Member Pines supports the item, this is an ordinance we are looking at, not looking at an applicant tonight. Council Member Entsuah concurred with Council Member Pines.

Mayor Murry met with Mr. Darren Johnson and looked over the cycle. He expressed support and stated there is no cost to the city to try this and can bring it back to Council in one year.

Council Member Bates moved to approve Ordinance No. 2022-008 FINAL – Commercial Megacycles with the stipulation that it comes back to the City Council in a years' time to reevaluate the ordinance; Seconded by Council Member Purvis. The motion passed by roll call vote 5-0.

Item No. 15 -

The City Council came back to finish discussing Item No. 15.

City Attorney Mantzaris stated that Florida Statutes 162.05 requires that a city with a population of over 5,000 have a seven member board.

City Attorney Bulthuis said we currently have six applications and the deadline to submit a letter of interest and resume is Thursday, February 24.

There was discussion on what happens if we do not have seven applications to fill all the seats. Attorney Mantzaris stated that Council and staff will work to fill all seven positions. Council must fill at least four seats to have a quorum. Mayor Murry said that council has to try to fill all seven seats.

Attorney Mantzaris explained that all Code Enforcement Board actions are final. If all seven members are not present at a hearing and there is a tie with what city staff presents, the city request has failed.

Council Member Bates moved to approve Ordinance No. 2022-007 FINAL – Code Enforcement Board; Seconded by Council Member Purvis. The motion passed by roll call vote 5-0.

ADJOURN: With no further comments, this meeting adjourned at 7:33 pm.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 22, 2022

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date										
Tuesday, March 8, 2022										
Agenda Item Name										
Surplus Request										
Requested Action										
Recommend approval and declare end of life inventory as surplus from the Fire Department and Finance Department and dispose of in accordance with the Purchasing Policy.										
Staff Report										
The Procurement Services Department, on behalf of the Fire Department and Finance Department 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>Fire Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(17)</td> <td>SCBA Air packs Models X-3 and AP-75 with Associated bottles</td> </tr> </table> Items will be traded to Valencia College in return for twelve (12) months of fire training consortium membership, three advanced fire courses, and one individual tuition to the live- fire instruction course. <u>Finance Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Broken Chair</td> </tr> </table>			Qty.	Property Description	(17)	SCBA Air packs Models X-3 and AP-75 with Associated bottles	Qty.	Property Description	(1)	Broken Chair
Qty.	Property Description									
(17)	SCBA Air packs Models X-3 and AP-75 with Associated bottles									
Qty.	Property Description									
(1)	Broken Chair									
Additional Analysis										
Fiscal Impact Summary										
Items will be traded to Valencia College in return for twelve (12) months of fire training consortium membership, three advanced fire courses, and one individual tuition to the live- fire instruction course.										
Fiscal Impact	Fund Number and Description	Available Budget Amount								
Exhibits Attached (copies of original agreements)										
1.	Fire Disposal Form	Fire Disposal Form.pdf								
2.	Finance Disposal Form	Finance Disposal Form.pdf								



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: See attached
Contact Person: Chuck Chapman Phone: 352-801-5919
Year / Make / Model: See Attached Vehicle No. N/A
Miles / Hours: Undetermined Serial / VIN: See attached list
Description of Property SCBA Air packs Models X-3 and AP-75 with associated bottles

☒ 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:** Trade of the attached inventory to Valencia College in return for Twelve months of Fire Training Consortium Membership, three advanced fire courses, and one individual tuition to the Live-fire inst. course

Director Signature: [Signature]

Date: Feb 16, 2022

*****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:

Revised 4/12/2017



School of Public Safety

February 14, 2022

**Clermont Fire Department
Rick Casler, Training Captain,
439 West Highway 50, Clermont, Florida 34711**

Captain Casler,

This correspondence is to confirm our recent receipt of four serviceable X-3 Pro packs, 75 self-contained breathing apparatus, and five non-serviceable air cylinders. In lieu of payment for these surplus items, the Fire Rescue Institute agrees to provide 12 months of Fire Training Consortium membership, tuition for three advanced fire courses, and one individual tuition to the live-fire instructor 40hr class. The 12 months of fire academy membership will commence upon final approval of the city.

I want to take this opportunity to personally thank you for reaching out to us and for offering this trade for services with the college. We are very happy to receive these units as their acquisition prevents us from paying full price for new self-contained breathing apparatus.

Please let me know when this transaction meets final approval of the city council.

Regards,

A handwritten signature in black ink, appearing to read "James White". The signature is stylized with a large, looped "J" and a cursive "White".

**James White, CFO, EFO, MiFireE
Fire Training Program Director
School of Public Safety**

C: JoEtta Stahl, Operations Manager

VALENCIA

ASSET	DESCRIPTION	TAG #	SERIAL/PARCEL	DATE ACQ	ACQ COST	RESIDUAL VALUE	MANUFACTURER	MODEL	ADDITIONAL DESCRIPTION
7548	SCOTT 4500 PSI X3 PRO AIRPACK	11128	11551830013096	07/31/18	5,638.25	2,500.00	SCOTT SAFETY	X3 PRO SCBA	
7543	SCOTT 4500 PSI X3 PRO AIRPACK	11131	11551830001185	08/14/18	5,638.25	2,500.00	SCOTT SAFETY	X3 PRO SCBA	
7551	SCOTT 4500 PSI X3 PRO AIRPACK	11134	11551829010257	07/31/18	5,638.25	2,500.00	SCOTT SAFETY	X3 PRO SCBA	
7554	SCOTT 4500 PSI X3 PRO AIRPACK	11138	11551830013109	07/31/18	5,638.25	2,500.00	SCOTT SAFETY	X3 PRO SCBA	
7748	Carbon Wrap SCBA Respirator Cylind 11635	11895657		08/07/18	982.95	350.00	SCOTT SAFETY	45min 4500 P5 CARBONFIBER WRAPPED	
7750	Carbon Wrap SCBA Respirator Cylind 11637	11896788		08/07/18	982.95	350.00	SCOTT SAFETY	45 Min 4500 P: CARBONFIBER WRAPPED	
7752	Carbon Wrap SCBA Respirator Cylind 11639	11896796		08/07/18	982.95	350.00	SCOTT SAFETY	45 Min 4500 P: CARBONFIBER WRAPPED	
7755	Carbon Wrap SCBA Respirator Cylind 11642	11895423		08/07/18	982.95	350.00	SCOTT SAFETY	45 Min 4500 P: CARBONFIBER WRAPPED	
OOS Items									
	Cylinder	11244354			50.00		SCOTT SAFETY	4500	CARBONFIBER WRAPPED
	Cylinder	11244373			50.00		SCOTT SAFETY	4500 PSI	CARBONFIBER WRAPPED
	Cylinder	11245280			50.00		SCOTT SAFETY	4500	CARBONFIBER WRAPPED
	Cylinder	11245283			50.00		SCOTT SAFETY	4500 PSI	CARBONFIBER WRAPPED
	Cylinder	11245298			50.00		SCOTT SAFETY	4500 PSI	CARBONFIBER WRAPPED
	Pack AP 75	11550620006061			150.00		SCOTT SAFETY	--	Reducer #: 115506190075
	Pack AP 75	11550620006066			150.00		SCOTT SAFETY	--	Reducer #: 11550619007525
	Pack AP 75	11550620006068			150.00		SCOTT SAFETY	--	Reducer #: 11550621003837
	Pack AP 75	11550620006071			150.00		SCOTT SAFETY	--	Reducer #: 11550619007530



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: n/a
Contact Person: Becki Young Phone: 352-241-7339
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Old broken office chair

☐ 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: Jim Brosnoki

Date: 2/25/2022

*****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: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2022		
Agenda Item Name		
Letter of Engagement		
Requested Action		
The Clermont City Council switched from a Code Enforcement Special Magistrate back to a Code Enforcement Board. Please consider approval of the engagement letter with Shepard, Smith, Kohlmyer & Hand, P.A. Law Firm to serve as council for the Code Enforcement Board. The staff is proposing the selection of Special Counsel to the City of Clermont Code Enforcement Board. Mr. Samuel Reda currently serves as the Special Magistrate. Staff recommends approval.		
Staff Report		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Engagement letter to Special Counsel to City of Clermont Code Enforcement Board	Engagement letter to Special Counsel to City of Clermont Code Enforcement Board.pdf	



SHEPARD, SMITH, KOHLMYER & HAND, P.A.
ATTORNEYS & COUNSELORS AT LAW
SHEPARDFIRM.COM

Brian Bulthuis, City Manager
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RE: Special Counsel to City of Clermont Code Enforcement Board

Dear Mr. Bulthuis:

It is with great pleasure that Shepard, Smith, Kohlmyer, and Hand, P.A. ("Firm") submits to you the following as its proposed letter of engagement to set forth the terms of my engagement with the City of Clermont ("City") to serve as a Special Counsel to the Code Enforcement Board.

I. SCOPE OF SERVICES.

The Firm will serve on an as needed basis, as Special Counsel to the City's Code Enforcement Board. In that capacity, a qualified Firm attorney will attend all Code Enforcement Board hearings; serve as legal counsel to the Board in accordance with its authority under Chapter 162, *Florida Statutes*, the City Code, and all other applicable law and participate in all matters in which my law firm or I do not have a conflict.

II. PAYMENT.

The City shall pay to my law firm, Shepard, Smith, Kohlmyer and Hand, P.A., the sum of \$135.00 per hour for each actual attorney hour worked and \$65.00 per hour for paralegal hour worked with regard to this engagement. For hearings as scheduled by the City and confirmed by the Firm, there will be a minimum of one (1) hour charged for attendance at the hearing. The City shall pay for the costs of long-distance telephone calls, postage, and mileage for travel from the Firm's office in Maitland to the City, at the actual rate incurred by the Firm. All other costs shall be paid only if pre-approved by the City. For attorney travel time to and from City Hall, the Firm shall invoice, and the City shall pay the sum of \$75.00 per hour.

In all matters hereunder, my Firm will submit each month to you or your designee, a Billing Statement of hours expended for services rendered and costs incurred. All invoices shall be processed and made in the same manner as for all other City invoices and statements. All invoices shall be due and payable within thirty (30) days of the date of the invoice.

III. TERMINATION.

The term of this engagement may be renewed annually. However, the agreement may be terminated by either party immediately with cause or upon thirty (30) days written notice without cause. If such termination occurs, the Firm will be paid for all services rendered and costs incurred, if applicable, to the date of notice of termination.

IV. MISCELLANEOUS.

A. Assignment. The services to be rendered under this engagement letter shall primarily be provided by Samuel Reda, however, in the event of a scheduling conflict or other unavailability, any qualified attorney of the Firm may provide services hereunder.

B. Amendments. This engagement letter may be amended only by written instrument signed by the Firm and the City of Clermont.

C. Independent Contractor Status. In the performance of legal services hereunder, the Firm and its attorneys are independent contractors and shall not hold themselves out employees, agents or servants of the City of Clermont.

This letter of engagement shall not be binding and of no effect until it has been executed by the authorized representative of the City and by the Firm.

Shepard, Smith, Kohlmyer and Hand, P.A.



By: Samuel S. Reda, Esq.

Date: 02/18/2022

CITY OF CLERMONT, FLORIDA,

By: _____
Brian Bulthuis, as City Manager

Date: _____

Cc: Tracy Howe, City Clerk
City of Clermont
685 W. Montrose Street
Clermont, FL 34711



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2022		
Agenda Item Name		
Resolution No. 2022-008R		
Requested Action		
Staff Report		
This is for the sale of property at 332 and 334 Palm Lane. This parcel was acquired by the city this year due to non compliance by the property owner. After being processed by code enforcement action, the owner has provided the city with a Deed in Lieu of foreclosure. This parcel has two dilapidated structures that are in non-livable conditions. The walls and the roof of the structures are currently failing. As a condition of sale, the new owner is required to have the existing structures removed within 45 days of closing on the property. This will satisfy the code enforcement issue of property maintenance on the parcel. Staff has reached an agreement with the buyer for the sale of the parcel with the following conditions: 1) Sale of the parcel in the amount of \$72,000. 2) An additional \$20,000 to be held in escrow to cover the removal of the existing structures if the buyer does not remove them with 45 days of closing. 3) A \$5,000 deposit upon City Council approval of the sale of the parcel. 4) Buyer will cover closing costs.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2022-008R	Resolution 2022-008R.docx	
2. Exhibit A -Klaas Palm Ave Property PSA 030122 version	Exhibit A -Klaas Palm Ave Property PSA 030122 version.docx	



CITY OF CLERMONT
RESOLUTION NO. 2022-008R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT DECLARING SURPLUS APPROXIMATELY .5 +/- ACRES OF REAL PROPERTY LOCATED AT 332/334 PALM LANE, THE PROPERTY HAVING BEEN ACQUIRED BY THE CITY THROUGH A CODE ENFORCEMENT ACTION, AND AUTHORIZING THE SALE THEREOF TO CAREY HUBBARD FAMILY TRUST FOR THE PURCHASE PRICE OF \$72,000 WITH THE BUYER DEMOLISHING THE STRUCTURES ON THE PROPERTY AND PAYING ALL CLOSING COSTS; AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

WHEREAS, the Property that is the subject of this Resolution was acquired by the City through a code enforcement action in satisfaction of a code enforcement lien;

WHEREAS, there exists on the Property structures that are in need of demolition and Buyer has agreed to demolish the structures and bring the Property into compliance with applicable City Codes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Florida, as follows:

SECTION 1.

The City Council of the City of Clermont, Florida does declare surplus the real property located at the 332/334 Palm Lane consisting of .5 +/- acres and hereby accepts the offer from Carey Family Trust to purchase the subject property for \$72,000.00 and does hereby authorize the Mayor to enter into the contract attached hereto and incorporated herein as Exhibit “A” and further authorizes the City Manager to perform all acts necessary and appropriate to close on the property.

SECTION 2.

The Mayor and/or City Manager are specifically authorized to withhold the formal written agreement upon his or her determination of any matter or factor, hereafter coming to their attention which may indicate such action is not in the City’s best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction

SECTION 3.

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2022-008R

PASSED AND ADOPTED by the Mayor and City Council of the City of Clermont, Lake County, Florida, this 8th day of March, 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:

Daniel F. Mantzaris, City Attorney

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (the "Contract") is made and entered into on this _____ day of _____, 2022 (the "Effective Date"), by and between CITY OF CLERMONT, a Florida Municipal Corporation, whose address is 685 West Montrose Street, Clermont, FL 34711 ("Seller"), and CAREY HUBBARD FAMILY TRUST per Trust Agreement Dated _____, whose address is _____ Clermont, FL 34711 ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain property located in Lake County as more particularly described below; and

WHEREAS, Seller desires to convey said real property to Buyer and Buyer desires to purchase the same from Seller;

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant, stipulate and agree as follows, to wit:

1. Description of Property.

THE WEST 1/2 OF LOTS 37 AND 38, CLERMONT HEIGHTS SUBDIVISION, A SUBDIVISION OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 1, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (Acres: 1 +/-)
Parcel ID 30-22-26-0400000-03700

2. Agreement to Sell and Purchase. Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and accept the Property upon the terms and subject to the conditions set forth in this Contract.

3. Purchase Price and Method of Payment. Subject to credits, adjustments and proration for which provisions are hereinafter made in this Contract, the total purchase price for the Property to be paid by Buyer and received and accepted by Seller (the "Purchase Price") shall be SEVENTY-TWO THOUSAND DOLLARS (\$72,000). The Purchase Price shall be paid by Buyer to Seller in the manner and at the times following, to wit:

A. Earnest Money Deposit. Within 5 business days from execution of this Contract by all parties, the sum of One Thousand and no/100 DOLLARS (\$5,000) shall be deposited by Buyer with Daniel F. Mantzaris, Esq., deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP (the "Escrow Agent"), as an earnest money deposit hereunder ("Earnest Money Deposit"). The Earnest Money Deposit shall not be refundable except as set forth herein.

B. Cash Delivered at Closing. At Closing the Earnest Money Deposit plus the balance of the Purchase Price shall be delivered to Seller in United States funds by check or wire transfer. All deposits shall be applied to the Purchase Price.

C. This Contract shall serve as escrow instructions and an executed copy of this Contract shall be deposited with Escrow Agent. In the event of a termination of this Contract or a default under this Contract, the Earnest Money shall be delivered or disbursed by the Escrow Agent as provided in this Contract. If either party shall declare the other party in default under this Contract pursuant to Paragraph 15 hereof, and shall make demand (the "Demand") on Escrow Agent for possession of the Earnest Money, said party must provide the other party with a copy of such Demand made upon the Escrow Agent. Except with respect to a Demand for the Earnest Money made by Buyer prior to the Inspection Deadline, which shall be promptly honored, Escrow Agent shall not disburse the Earnest Money in accordance with any Demand unless and until the demanding party delivers to Escrow Agent evidence (e.g., return receipt issued by U.S. Postal Service) of the other party's receipt of the Demand, and Escrow Agent has not received written objection to such Demand within five (5) business days following said party's receipt of the copy of such Demand. If any dispute or difference arises between the Buyer and Seller or if any conflicting demands shall be made upon the Escrow Agent, the Escrow Agent shall not be required to determine the same or to take any action thereon. Rather, the Escrow Agent may await settlement of the controversy or deposit the escrow sums into the Registry of the Circuit Court of Lake County, Florida, in an interpleaded action or otherwise for the purpose of having the respective rights of the parties adjudicated. Upon making such deposit or upon institution of such interpleaded action or other actions, the Escrow Agent shall be fully relieved and discharged from all further obligations hereunder with respect to the sums so deposited. Buyer acknowledges that Escrow Agent is also serving as Seller's counsel in the transaction contemplated by this Contract, and notwithstanding any dispute between the parties pertaining to Escrow Agent's duties hereunder or the disbursement of the Earnest Money or for any other reason, Escrow Agent may continue to represent Seller in this transaction and in any litigation that may arise hereunder.

4. Title. Within fifteen (15) days of the Effective Date, Buyer at Buyer's expense shall obtain an original commitment for title insurance committing to issue an Owner's policy to Buyer as purchaser of the Property in the amount of the Purchase Price (the "Title Commitment"). The title company and issuing agent shall be selected by Buyer. Buyer shall deliver a copy of the Title commitment to Seller within five (5) days of obtaining the Title Commitment. Buyer shall, on or before thirty (30) days after the effective date, notify Seller in writing specifying any objections Buyer may have regarding the status of title as shown on the Title Commitment, otherwise Buyer shall be deemed to have waived the right to any such objections. Seller shall, within ten (10) days from receipt of Buyer's notice of objection to title, provide a reply by written notice to Buyer (the "Reply Notice"), notifying Buyer that (i) Seller will not undertake to cure Buyer's title objections, or (ii) Seller will make a good faith effort to cure Buyer's title objections within ten (10) business days of Seller's Reply Notice (the "Title Cure Period"). Should Seller fail to deliver a Reply Notice to Buyer, Seller shall be deemed to have elected to decline to undertake a cure of Buyer's title objections. In the event Seller declines to undertake a cure of Buyer's title objections, or if Seller shall not have cured the defects within the Title Cure Period, Buyer shall have, as its sole and exclusive remedy, the option of (i) accepting title to the Land in an "as is" condition without recourse to Seller and without a reduction in the Purchase Price and

the remaining title objections shall become Permitted Exceptions, or (ii) terminating this Agreement and receiving a refund of the Deposit which Escrow Agent shall forthwith return to the Buyer. Buyer's option of terminating this Agreement and receiving a refund of the Deposit must be exercised within seven (7) days following the earlier of: (i) the date Buyer receives the Reply Notice stating that Seller declines to cure Buyer's title objections; or (ii) in the event Seller fails to deliver a Reply Notice, the date Seller is deemed to have elected not to undertake Buyer's title objections; or (iii) in the event Seller elects to make a good faith effort to cure Buyer's title objections, within five (5) days following the expiration of Seller's Title Cure Period. In the event Buyer does not terminate this Agreement pursuant to this Section 4, Buyer shall be deemed to have waived any remaining uncured objections to title and agreed to (a) accept title to the Land in an "as is" condition without a reduction in the Purchase Price and without recourse to Seller and (b) close on the date specified in Section 8 herein.

5. Property Sold As Is, Where Is, With All Faults and Without Any Seller Warranties or Representations. Buyer acknowledges and agrees that (i) the Property is being sold, and Buyer shall accept possession of the Property on the Closing Date, "AS IS, WHERE IS, WITH ALL FAULTS", with no right of setoff or reduction in the Purchase Price and (ii) Buyer has confirmed independently all information that it considers material to its purchase of the Property or the Transaction. Buyer specifically acknowledges that Buyer is not relying on (and does hereby disclaim and renounce) any representations or warranties of any kind or nature whatsoever, whether oral or written, express, implied, statutory or otherwise, from Seller, as to any matter whatsoever. Buyer further acknowledges and agrees that Seller is under no duty to make any affirmative disclosures or inquiry regarding any matter which may or may not be known to Seller and Buyer, for itself and for its successors and assigns, hereby expressly waives and releases Seller from any such duty that otherwise might exist.

6. Conveyance of Property. At Closing, Seller shall deliver to Buyer: (i) a duly executed Special Warranty Deed in recordable form conveying fee simple title to the Property free and clear of all liens, encumbrances and exceptions except for the exceptions approved or deemed approved by Buyer ("Permitted Exceptions"); (ii) an affidavit from Seller certified to Buyer and to the title company in form required by the title company to delete from Buyer's title insurance policy all standard exceptions for construction liens and parties in possession exceptions and any other standard exceptions the title company may delete based on Seller's affidavit; (iii) a certification by Seller which indicates that Seller is not a foreign person as defined in the Internal Revenue Code; (iv) a duly executed closing statement; (v) such documents as the title company requires in order to evidence the authority and good standing of Seller to complete this transaction; and (vi) other documents reasonably required by Buyer or the title company in order to consummate the transaction contemplated herein. At Closing, Buyer shall pay to Seller the Purchase Price of the Property described above, subject to adjustments and proration set forth herein and shall deliver to Seller: (vii) a duly executed closing statement; (viii) written affirmation that the representations and warranties set forth in Paragraph 12 remain true at the time of Closing; and (ix) other documents reasonably required by Seller or the title company in order to consummate the transaction contemplated herein.

7. Closing.

Exhibit "A"

A. The sale and purchase transaction contemplated in this Contract shall be closed and the aforesaid closing documents delivered on or before the expiration of forty-five (45) days from the Effective unless terminated as provided in paragraph 4 (the "Closing Date").

B. The Closing shall be completed by a closing agent or attorney as selected by Buyer and shall take place in Clermont, Lake County, Florida, or by express mail, and at such time as mutually agreed upon between Buyer and Seller.

8. Closing Costs. The Buyer shall pay for the premium for the owner's title insurance policy to be issued pursuant to the Title Commitment, documentary stamps and the cost of recording any and all documents necessary to deliver good and clear title and, if applicable, any note, mortgage or security agreement. Buyer and Seller shall each bear its own attorneys' fees.

9. Possession. Possession of the Property shall be delivered by Seller to Buyer at the time of Closing hereunder. Prior to Closing and the delivery of possession as aforesaid, Seller shall remain the owner of the Property and shall bear the risk of all loss of whatever nature. In the event that prior to Closing all or a portion of the Property being acquired is condemned or condemnation proceedings have been instituted for any public or quasipublic use or purpose, then Buyer shall have the option to terminate this Contract, in which event the payments previously made by Buyer to Seller shall be returned to Buyer, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

10. Proration. Ad valorem real and personal property taxes, if any, or assessments of any kind for the year of closing shall be prorated as of the date of closing. If, however, the amount of such taxes or assessments for the year of closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes and utilizing full discounts, shall be used as an estimate, and tax proration based on such estimate shall be readjusted by the Buyer and Seller when the actual tax bills for the year of sale are received, which obligation shall expressly survive closing for a period of twelve (12) months.

11. Representations, Acknowledgments and Warranties of Seller. Seller only represents, acknowledges and warrants to Seller that:

A. Seller has the power, right and authority, and is duly authorized, to enter into this Contract, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder.

B. To the best of Seller's knowledge, neither the execution and delivery of this Contract, nor the compliance with the terms and conditions of this Contract by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound.

12. Representations, Acknowledgments and Warranties of Buyer. Buyer represents, acknowledges and warrants to Seller that:

Exhibit "A"

A. Buyer has the power, right and authority, and is duly authorized, to enter into this Contract, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder.

B. To the best of Buyer's knowledge, neither the execution and delivery of this Contract, nor the compliance with the terms and conditions of this Contract by Buyer, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound.

C. Buyer understands, acknowledges and agrees that any title commitment with the regard to the Property or any title insurance to be issued hereunder, shall not be issued or available for the benefit of Buyer, until such time as the demolition as described below and the property is brought into compliance with all applicable City code.

D. Post-Closing Demolition Covenant.

1. At Closing and in addition to the Purchase Price Buyer shall deposit with the Escrow Agent the sum of TWENTY THOUSAND DOLLARS (\$20,000) to be held by Escrow Agent as the Post-Closing Demolition Deposit.

2. Within Forty-Five (45) days of the Closing, Buyer, at Buyer's sole expense shall cause to be demolished any and all structures existing on the Property as of the date of Closing. The demolition shall be in accordance with all applicable Florida Building Code and City of Clermont Codes.

3. In the event Buyer timely performs and complies with all of the terms and conditions set forth in subparagraph 2, above, the Escrow Agent, upon written confirmation from Seller of the aforementioned compliance shall, within fifteen (15) days of the date of receipt of written confirmation from Seller, deliver the Post-Closing Demolition Deposit to Buyer. Buyer shall execute any and all documents reasonably required by Escrow Agent to complete the transfer of funds hereunder.

4. In the event that Buyer fails to timely perform and comply with any of the terms and conditions set forth in subparagraph 2, above, the Escrow Agent, upon written confirmation from Seller of the aforementioned non-compliance shall, within fifteen (15) days of the date of receipt of the written confirmation from Seller deliver the Post-Closing Demolition Deposit to Seller. Seller shall execute any and all documents reasonably required by Escrow Agent to complete the transfer of funds hereunder. In addition to the foregoing, Seller shall be entitled to immediately pursue any and all remedies available to it at law, including, but not limited to, demolition or abatement by Seller of any and all structures on the subject property. For purposes of this paragraph, the failure of Buyer to timely perform pursuant to this Contract shall be deemed an express consent for Seller, or its subcontractor, to come onto the property, demolish the structures. Buyer further agrees that it waives all rights and entitlement to challenge said demolition and holds harmless and releases Seller, its employees and subcontractors from any and all claims or cause of action of any kind it may have against them related to the demolition pursuant to this subparagraph.

13. Default. In the event that Buyer fails to perform any of the covenants of this Contract on its part to be performed, subject to the title period set forth in Paragraphs 4 , or refuses

to perform its obligations under this Contract and such failure or refusal is not cured within ten (10) days after Notice from Seller the Earnest Money Deposit shall become the sole property of Seller. If Seller fails to perform any of the covenants of this Contract on its part to be performed or refuses to perform its obligations under this Contract and such failure or refusal is not cured within twenty (20) days after Notice from Buyer, Buyer may at its option: (i) terminate this Contract whereupon the payments made by Buyer to Seller shall be returned and Seller shall be released and relieved of all obligations or liabilities under this Contract; or (ii) proceed in equity in an action for specific performance to enforce its rights under this Contract, or if specific performance is not an available remedy, then an action for damages and any other remedies available at law, or in equity.

14. Assignability. Buyer may not assign its interest herein without the prior written consent of the Seller. Provided, however, Buyer shall be permitted to assign this Contract to a limited liability company or other entity established by Buyer for purposes of receiving Title to the subject property. Said assignment shall not relieve or release Buyer of any obligations or liability hereunder. Buyer shall notify Seller as soon as practical and no later than thirty (30) days prior to closing of the name and address of said entity and the name of the representative thereof who is authorized to complete the Closing.

15. Litigation and Attorneys' Fees. In the event it shall be necessary for either party to this Contract to bring suit to enforce any provision hereof or for damages on account of any breach of this Contract or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the Court.

16. Survival of Provisions. With the exception of Paragraph 12, the provisions of this Contract shall not survive the closing.

17. Time of Essence. It is expressly agreed by both the Seller and Buyer that time is of the essence of this Contract and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing. Unless otherwise expressly provided herein, all periods for performance, approval, delivery or review and the like shall be determined on a "calendar" day basis. If any day for performance, approval, delivery or review shall fall on a Saturday, Sunday or legal holiday, the time therefore shall be extended to the next business day.

18. Notices. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or electronic mail, with acknowledgment of receipt upon transmission (provided that

Exhibit "A"

if notice is sent by electronic mail, it must also be sent by one of the other methods of delivery specified herein), to the party entitled or required to receive the same, as follows:

TO SELLER:	City of Clermont 685 West Montrose Street Clermont, FL 34711 Attn.: Brian Bulthuis, City Manager
WITH A REQUIRED COPY TO:	de Beaubien Knight, Simmons, Mantzaris Neal, LLP 332 North Magnolia Avenue Orlando, Florida 32801 Attention: Daniel F. Mantzaris, Esquire Phone: (407) 422-2454 Fax: (407) 992-3541 e-mail: dmantzaris@dsklawgroup.com
TO BUYER:	Carey Hubbard Family Trust Clermont, FL 34711 Attn.: email:

19. Governing Law and Binding Effect. This Contract and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns.

20. Integrated Contract, Waiver and Modification. This Contract represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, shall be binding on either party hereto. This Contract may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge and agree no agent or broker has acted on behalf of Seller or Buyer. The Seller and Buyer agree to indemnify, defend and hold the other harmless from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which indemnification shall expressly survive the termination of

Exhibit "A"

this Contract and the closing of the sale and purchase of the Property contemplated by this Contract.

22. Joinder of Escrow Agent. Daniel F. Mantzaris, Esq. at deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP, joins in the execution of this Contract and for the express purpose of agreeing and acknowledging the terms and conditions related to the retention and disbursement of the Earnest Money and Post-Demolition Deposit funds herein.

23. Effective Date. The "Effective Date" of this Contract shall be the date upon which this Contract is last signed by Seller and Buyer.

24. Counterparts. This Contract may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Contract between the parties hereto.

25. Interpretation. Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed this Contract and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any Exhibits hereto.

IN WITNESS WHEREOF, Seller and Buyer have each caused this Contract for Sale and Purchase to be executed as of dates set forth below.

SELLER:

City of Clermont

By: _____
Tracy Ackroyd Howe Clerk

By _____
Mayor Tim Murry
Date: _____

BUYER:

Carey Hubbard Family Trust

Witnesses:

Name: _____

Name _____

By _____
_____, Trustee
Date: _____

Escrow Agent:

deBeaubien, Simmons, Knight
Mantzaris & Neal, LLP
By: _____
Daniel F. Mantzaris
Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date											
Tuesday, March 8, 2022											
Agenda Item Name											
Phase 3 Downtown Streetscape Project and Budget Amendment											
Requested Action											
Requesting approval of a third contract amendment between the City of Clermont and Traverse Group, Inc. to provide construction of Phase 3 of the downtown streetscape project in the amount of \$7,215,149.68 and a budget amendment to the ARPA fund for \$7,757,916.31.											
Staff Report											
The Procurement Services Department and the Public Services Department recommend approval of the above action. In 2018, the City Council approved the Downtown-Waterfront Master Plan that outlined future capital projects with one of those projects being the downtown streetscapes. Phase 1 of the streetscape project was approved by City Council in August of 2019 and it is complete. Phase 2 was approved in October of 2020 and it is currently in the process of being completed. Phase three, the final phase, of the downtown Clermont streetscape project is set to begin on or about March 21, 2022. As in Phase 1 and 2 of the City of Clermont's streetscape construction project, Phase 3 will be constructed in segments. The first segment will be 7th Street from Minneola to the City Hall entrance drive. The City of Clermont Downtown Phase 3 Streetscape project will consist of re-constructing Montrose Avenue from West Avenue to Lake Street and 7th Street from Minneola Street to the City Hall entrance. The project will include: demolition of roadway, curbing, sidewalk, storm drainage and water mains as well as all services to existing properties. Phase 3 will also include construction of new water mains and services for existing and new properties, a new stormwater drainage system, new decorative brick paver street and parking, A.D.A. compliant sidewalks, curbing, landscaping, irrigation, decorative street lighting and event power where indicated. The project covers four city blocks and has approximately 2,000 linear feet of reconstruction, including four intersections, within an area of existing businesses, residents and visitors. The cost of Phase 3 is expected to be \$7,257,916.31. A contingency fund of \$500,000 or 6.92% is being sought for unforeseen circumstances that may occur during the construction process. The fiscal impact of \$7,757,916.31 includes contingency values. <table><tr><td>Phase 3 Cost Traverse:</td><td>\$7,215,149.68</td></tr><tr><td>Duke Energy Costs to Underground:</td><td>\$42,766.63</td></tr><tr><td>Total Project Cost:</td><td>\$7,257,916.31</td></tr><tr><td>Contingency Funds:</td><td>\$500,000</td></tr><tr><td>Grand Total:</td><td>\$7,757,916.31</td></tr></table> The allocation of funds for Phase 3 streetscape project total \$8,977,373.		Phase 3 Cost Traverse:	\$7,215,149.68	Duke Energy Costs to Underground:	\$42,766.63	Total Project Cost:	\$7,257,916.31	Contingency Funds:	\$500,000	Grand Total:	\$7,757,916.31
Phase 3 Cost Traverse:	\$7,215,149.68										
Duke Energy Costs to Underground:	\$42,766.63										
Total Project Cost:	\$7,257,916.31										
Contingency Funds:	\$500,000										
Grand Total:	\$7,757,916.31										
Additional Analysis											
Fiscal Impact Summary											
The fiscal impact of \$7,757,916.31 will require a budget amendment from the ARPA designated funds for this											

project. A formal budget resolution will be presented for adoption in accordance with the City Charter.

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Project Schedule	Project Schedule.pdf	
2.	Streetscape PH 3 schedule of values	Streetscape PH 3 schedule of values.pdf	

DOWNTOWN STREETSCAPE PHASE 3

West Montrose Street – West Avenue to Lake Avenue

DETAILS

- Installing 10-inch water main pipes
- Installing 18 to 24-inch storm water pipes
- Installing 1 and 2-inch electrical conduit for street lighting and event power
- Installing brick pavers
- Increasing on-street parking
- Resurfacing 7th Street and extending trail to West Montrose Street
- Replacing sidewalk, curbs and driveways
- Relocating overhead power on 7th Street to underground service by Duke Energy

OVERVIEW

The project includes removing existing asphalt, sidewalk, curb, driveways and landscape to install underground pipes for utility upgrades and add brick pavers. Improvements to parking, electricity, lighting and landscape will also be completed as part of the Master Plan for Clermont's Downtown-Waterfront District.

SECTION SCHEDULE *

WORK TO BEGIN 3/21/22, SECTION 1

- Section 1 - 7th Street (8 weeks)
- Section 2 - 7th Street to City Hall (5 weeks)
- Section 3 - City Hall to Lake Street (8 weeks)
- Section 4 - intersection with Lake Street (4 weeks)
- Section 5 - West Avenue to old PD (5 weeks)
- Section 6 - Old PD to 8th Street (4 weeks)
- Section 7 - 8th Street to mid-block (8 weeks)
- Section 8 - Mid-block to 7th Street (6 weeks)
- Section 9 - 7th Street intersection (4 weeks)

*This proposed construction schedule could be impacted by weather, materials acquisition delays or other unforeseen conditions.

WORK NOTES

- Monday – Friday, 7 a.m. to 5 p.m.
- Saturday work may be necessary and will require City approval.



Questions or Concerns?
Paul Erickson
Construction Manager
352-394-7177

CITY OF CLERMONT - STREETScape PHASE 3

L.N.	General Description	Qty.	Unit	Unit Price	Extended Price
100 - GENERAL					\$ 746,025.00
1.1	Mobilization / Demobilization	1	LS		\$ 250,000.00
1.2	Payment and Performance Bond	1	LS		\$ 169,412.00
1.3	Maintenance Bond	1	LS		\$ 15,500.00
1.4	Silt Fence / Fence screening	2000	LF	\$ 2.50	\$ 5,000.00
1.5	Tree Protection	1	LS	\$ 2,500.00	\$ 2,500.00
1.6	As-Built Drawings	1	LS		\$ 19,500.00
1.7	Building Permitting / Electric	1	LS		\$ 3,500.00
1.8	Temporary Construction Fencing	1	LS		\$ 27,750.00
1.10	MOT / Traffic Control	1	LS		\$ 149,913.00
1.11	Survey (Stake) Layout	1	LS		\$ 59,950.00
1.12	Testing - Density	1	LS		\$ 39,500.00
1.14	Pre Construction Video	1	LS	\$ 3,500.00	\$ 3,500.00
200 - DEMOLITION / CLEARING AND GRUBBING					\$ 983,307.00
2.1	NPDES (including submittal of monthly reports)	1	LS		\$ 8,995.00
2.2	Silt Fence (incl. continuous maintenance)	1000	LF	\$ 2.70	\$ 2,700.00
2.3	Filter Fabric Inlet Protection	30	EA	\$ 135.00	\$ 4,050.00
2.4	Gravel Drive At Construction Yard Entrance (Incl. Refresh Every Two Months)	50	SY	\$ 135.00	\$ 6,750.00
2.6	Remove And Dispose Existing Pavers	6797	SF	\$ 4.95	\$ 33,645.15
2.7	Remove And Dispose Existing Curb	3900	LF	\$ 13.25	\$ 51,675.00
2.10	Remove and Dispose Existing Header Curb	350	LF	\$ 8.50	\$ 2,975.00
2.11	Remove And Dispose Existing Asphalt	60881	SF	\$ 1.55	\$ 94,365.55
2.12	Remove And Dispose Existing Concrete Driveways	3140	SF	\$ 5.50	\$ 17,270.00
2.13	Remove And Dispose Existing Concrete Walkways/Sidewalks	28495	SF	\$ 4.55	\$ 129,652.25
2.14	Remove And Dispose Existing Trees	21	EA	\$ 1,995.00	\$ 41,895.00
2.15	Remove and relocate Existing Bollards (Artwalk) <i>replace</i>	6	EA	\$ 500.00	\$ 3,000.00
2.16	Remove and Dispose Existing Steps & Landings	200	SF	\$ 12.00	\$ 2,400.00
2.17	Remove And Dispose Existing Light Pole Bases	47	EA	\$ 313.00	\$ 14,711.00
2.18	Saw Cut Existing Asphalt	500	LF	\$ 2.75	\$ 1,375.00

2.19	Saw Cut Existing Concrete - Double Cut Along Buildings	5000	LF	\$ 8.95	\$ 44,750.00
2.21	Remove Sidewalk Pavers	2558	SF	\$ 5.00	\$ 12,790.00
2.22	Remove / Deliver Site Furnishings	1	LS	\$ 6,500.00	\$ 6,500.00
2.23	Remove & Return Existing Street Signage to City	1	LS	\$ 2,950.00	\$ 2,950.00
2.24	Strip Existing Sod / Landscape Areas	14400	SF	\$ 0.55	\$ 7,920.00
2.25	Roll Off Dumpster / Dump Fees	35	EA	\$ 750.00	\$ 26,250.00
2.26	Remove Existing Concrete Road Base	65781	SF	\$ 6.05	\$ 397,975.05
2.27	Mini Mill Joints	6	EA	\$ 795.00	\$ 4,770.00
2.30	Remove Existing Roof Drains	11	EA	\$ 3,313.00	\$ 36,443.00
2.31	Relocate Mail Boxes	10	EA	\$ 300.00	\$ 3,000.00
2.32	Remove Concrete Intersections	4900	SF	\$ 5.00	\$ 24,500.00
300 - EARTHWORK AND GRADING				\$	265,225.11
3.1	12" Stabilized Subgrade	8193	SY	\$ 3.90	\$ 31,952.70
3.3	Roadway Grading	7736	SY	\$ 2.95	\$ 22,821.20
3.4	Asphalt Trail Grading	457	SY	\$ 6.00	\$ 2,742.00
3.5	Curb Grading	4500	SY	\$ 6.30	\$ 28,350.00
3.6	Sidewalk/Driveway Grading	3515	SY	\$ 5.35	\$ 18,805.25
3.7	Landscape Area Grading	3500	SY	\$ 2.25	\$ 7,875.00
3.10	Excavate For Roadway	8059	CY	\$ 7.69	\$ 61,973.71
3.11	Excavate For Multi-Purpose Trail	275	CY	\$ 7.69	\$ 2,114.75
3.12	Excavate For Crosswalks	50	CY	\$ 15.00	\$ 750.00
3.17	Removal / Disposal Of Excess Fill Material	7590	TCY	\$ 7.95	\$ 60,340.50
3.18	Final Dressing And Finish Grading	1	LS		\$ 27,500.00
400 - WATER SUPPLY				\$	702,455.00
4.2	Remove And Install Water Meter And Box & Connect To Existing Service (Connections)	61	EA	\$ 995.00	\$ 60,695.00
4.3	Remove Existing Water Service	2500	LF	\$ 12.50	\$ 31,250.00
4.4	New Water Service	1900	LF	\$ 22.00	\$ 41,800.00
4.7	Remove and Replace Fire Hydrant & Valve	5	EA	\$ 4,750.00	\$ 23,750.00
4.10	Adjust Water Valve Boxes To Grade	61	EA	\$ 150.00	\$ 9,150.00
4.18	Connect 2" Poly Water Service To Existing Services Or Meter	2	EA	\$ 1,995.00	\$ 3,990.00
4.24	10" PVC C900 Water Main	2200	LF	\$ 69.93	\$ 153,846.00
4.25	10" Gate Valve	24	EA	\$ 2,950.00	\$ 70,800.00

4.26	10" Cap	4	EA	\$ 400.00	\$ 1,600.00
4.27	Potholing / Soft Digs	1	LS	\$ 35,000.00	\$ 35,000.00
4.28	Pressure Testing	8	EA	\$ 937.50	\$ 7,500.00
4.29	Bacteriological Testing	8	EA	\$ 687.50	\$ 5,500.00
4.31	8x8 wet tap	2	EA	\$ 9,939.00	\$ 19,878.00
4.32	8" Sleeve	2	EA	\$ 650.00	\$ 1,300.00
4.33	8x10 Reducer	4	EA	\$ 350.00	\$ 1,400.00
4.34	8" Line Stop	2	EA	\$ 11,500.00	\$ 23,000.00
4.35	10x2-1 Taps	61	EA	\$ 150.00	\$ 9,150.00
4.38	8" DIP Mega Lug Kit	19	EA	\$ 110.00	\$ 2,090.00
4.39	10" Fittings (45 Bend, Sleeve)	19	EA	\$ 755.00	\$ 14,345.00
4.41	10" DIP Joint Restraint	75	EA	\$ 400.00	\$ 30,000.00
4.42	10" Mega lugs	123	EA	\$ 157.00	\$ 19,311.00
4.43	2" Poly	1900	LF	\$ 17.50	\$ 33,250.00
4.45	Remove/ Abandon existing water main	1800	LF	\$ 20.00	\$ 36,000.00
4.47	10x4 Tee for BF	1	EA	\$ 600.00	\$ 600.00
4.49	2" Jumper Assem	6	EA	\$ 2,750.00	\$ 16,500.00
4.50	3" Long Side Chase	2300	LF	\$ 15.00	\$ 34,500.00
4.51	Tie In existing	5	EA	\$ 2,200.00	\$ 11,000.00
4.52	ARV Complete (above ground)	1	EA	\$ 5,250.00	\$ 5,250.00
500 – STORM DRAINAGE				\$	629,340.43
5.1	Remove Existing Inlet	10	EA	\$ 1,750.00	\$ 17,500.00
5.2	Remove Existing Manholes	8	EA	\$ 1,750.00	\$ 14,000.00
5.5	Remove Existing 12" RCP	340	LF	\$ 21.00	\$ 7,140.00
5.6	Remove Existing 15" RCP	10	LF	\$ 25.00	\$ 250.00
5.7	Remove Existing 18" RCP	762	LF	\$ 30.00	\$ 22,860.00
5.13	18" RCP	1875	LF	\$ 59.95	\$ 112,406.25
5.15	12" Neoplast Drain Basin With Standard Grate	1	EA	\$ 950.00	\$ 950.00
5.16	FDOT Type 9 Inlet	9	EA	\$ 4,995.00	\$ 44,955.00
5.17	Storm Drainage Manholes	5	EA	\$ 4,665.00	\$ 23,325.00
5.18	Construct Modified YPE 6 Inlets	8	EA	\$ 4,995.00	\$ 39,960.00
5.20	Construct USF 5112 VG Inlet Frame & 6143 Grate	24	EA	\$ 4,350.00	\$ 104,400.00
5.20.1	Double 5112 inlet top	23	EA	\$ 1,950.00	\$ 44,850.00

5.25	Construct Doghouse Manhole Over Existing 15" RCP W/ Modified Type 6 Inlet	2	EA	\$ 6,750.00	\$ 13,500.00
5.30	Adjust Existing Manholes To Grade	2	EA	\$ 1,645.00	\$ 3,290.00
5.32	Core Existing MH	1	EA	\$ 4,500.00	\$ 4,500.00
5.34	Tie In Existing MH & Inlet	1	EA	\$ 950.00	\$ 950.00
5.40	24" RCP	633	LF	\$ 83.96	\$ 53,146.68
5.41	Brick Plug 18" Stubout	2	EA	\$ 950.00	\$ 1,900.00
5.45	12" SDR 26 Side and Roof Drains	112	LF	\$ 55.00	\$ 6,160.00
5.46	10" SDR 26 Side and Roof Drains	84	LF	\$ 50.00	\$ 4,200.00
5.47	8" SDR 26 Side and Roof Drains	381	LF	\$ 47.50	\$ 18,097.50
5.48	6" SDR 26 Side and Roof Drains	200	LF	\$ 40.00	\$ 8,000.00
5.49	6" Clean Outs	21	EA	\$ 500.00	\$ 10,500.00
5.50	4" Clean Outs	15	EA	\$ 450.00	\$ 6,750.00
5.51	Connect to Existing Storm and Roof Systems	21	EA	\$ 1,950.00	\$ 40,950.00
5.52	Storm and Roof Drain Fittings	1	LS	\$ 15,000.00	\$ 15,000.00
5.53	15" SDR 26 Storm Drain	200	LF	\$ 49.00	\$ 9,800.00
600 - SANITARY SEWER				\$	119,663.73
6.35	10" C900 Force Main Remove and Replace	100	LF	\$ 95.00	\$ 9,500.00
6.36	10" Hymax Adapter Connection	2	EA	\$ 1,250.00	\$ 2,500.00
6.37	Install Sanitary Conflict Manhole on Trail	1	LS	\$ 83,913.73	\$ 83,913.73
6.38	6" SDR 26 Sewer Service Complete (7th Street)	5	EA	\$ 4,750.00	\$ 23,750.00
700 - STREET LIGHTING / ELECTRICAL				\$	1,156,596.97
7.1	Remove Existing Street Light Poles And Circuitry	47	EA	\$ 500.00	\$ 23,500.00
7.2	Remove Existing Conduit And Wire	1	LS		\$ 12,728.00
7.3	F&I TYPE "A" Fixture (Led, Acorn Light Fixture W/ TYPE Iii Dist. On 12'-0" Alum. Fluted Pole With GFI	40	EA	\$ 8,768.50	\$ 350,740.00
7.4.1	F&I TYPE "B" Fixture	3	EA	\$ 8,768.50	\$ 26,305.50
7.4.2	F&I TYPE "C" Fixture	4	EA	\$ 9,500.00	\$ 38,000.00
7.5	F & I Pole Bases With Anchor Bolts For Sternberg Light Poles	47	EA	\$ 2,650.00	\$ 124,550.00
7.6	F & I Pull Boxes (13"X24"X18")	8	EA	\$ 995.00	\$ 7,960.00

7.7	F & I Pull Boxes (12"X12"X12")	29	EA	\$ 775.00	\$ 22,475.00
7.8	F & I Fiber Pull Boxes		EA	\$ -	\$ -
7.9	F & I Pole Mounted GFCI Receptacle	43	EA	\$ 200.00	\$ 8,600.00
7.10	F & I In-Grade Weather Proof Power Box Per Det 5/E1.2	28	EA	\$ 2,037.75	\$ 57,057.00
7.11	F & I In-Grade Weather Proof Event Power Box Per Det 6/E1.2	16	EA	\$ 2,319.20	\$ 37,107.20
7.12	F & I Electrical Service Rack & Panel for Panel Ph 3.1	1	EA	\$ 21,995.13	\$ 21,995.13
7.13	F & I Electrical Service Rack & Panel for Panel Ph 3.2	1	EA	\$ 23,913.73	\$ 23,913.73
7.14	Irrigation/Electrical Service/Time Clock Hook Up	1	LS		\$ 19,950.00
7.15	F & I Conduit And Wire For A Complete Working System	1	LS		\$ 273,032.41
7.22	F&I Tree Pedestal Recepticals	31	EA	\$ 913.00	\$ 28,303.00
7.23	F&I GFCI Device Pedestals	10	EA	\$ 913.00	\$ 9,130.00
7.20	4" Duke Conduit Bore (7th)	250	LF	\$ 55.00	\$ 13,750.00
7.21	2" Duke Conduit Bore (7th)	500	LF	\$ 45.00	\$ 22,500.00
7.22	6" Duke Conduit Bore (7th)	500	LF	\$ 70.00	\$ 35,000.00
800 – CONDUIT, FRANCHISE UTILITY, AND FIBER OPTIC IMPROVEMENTS					\$ 623,160.00
8.1	F & I 2-2 In. Sch 40 Conduits Per Clermont	2100	LF	\$ 25.00	\$ 52,500.00
8.2	F & I 1-2 In. Sch 40 Conduits	6650	LF	\$ 20.00	\$ 133,000.00
8.3	F & I 2-1 In. Sch 40 Conduits	7300	LF	\$ 25.00	\$ 182,500.00
8.4	F & I 1-4 In. Sch 40 Conduits Per Duke Energy Specifications		LF	\$ 30.00	\$ -
8.5	F & I 1-6 In. Sch 40 Conduits Per Duke Energy Specifications		LF	\$ 35.00	\$ -
8.6	F&I 2-2 In. HDPE Conduits Per City Specs	3600	LF	\$ 25.00	\$ 90,000.00
8.7	Connect 2-2 In. HDPE Conduits To Existing Hand Holes		EA	\$ 500.00	\$ -
8.8	Connect 2-2 In. HDPE Conduits To Existing Conduit		EA	\$ 600.00	\$ -
8.9	F & I 2 In. HDPE Conduits Per City Specifications		LF	\$ 25.00	\$ -
8.10	Connect 2 In. HDPE Conduits To Existing Hand Holes		EA	\$ 300.00	\$ -

8.11	Adjust Existing Cable Boxes To Grade		EA	\$ 250.00	\$ -
8.12	Relocate Existing Telecommunication Junction Box		EA	\$ 250.00	\$ -
8.13	Adjust Existing Utility Box To Grade		EA	\$ 250.00	\$ -
8.14	Relocate Existing Electrical Transformer Box		EA	\$ 2,500.00	\$ -
8.15	Adjust Foc Box To Grade		EA	\$ 400.00	\$ -
8.16	F & I Fiber Optic Conduit And Tracer Wire		LF	\$ 18.00	\$ -
8.17	F & I 1.5" Conduit	3105	LF	\$ 25.00	\$ 77,625.00
8.18	F & I 1.25" Conduit	2935	LF	\$ 25.00	\$ 73,375.00
8.22	1" Conduit Sweeps	250	EA	\$ 17.00	\$ 4,250.00
8.22	1.25" Conduit Sweeps	40	EA	\$ 20.00	\$ 800.00
8.22	1.5" Conduit Sweeps	30	EA	\$ 22.00	\$ 660.00
8.22	2" Conduit Sweeps	70	EA	\$ 25.00	\$ 1,750.00
8.22	3" Conduit Sweeps	4	EA	\$ 75.00	\$ 300.00
8.22	4" Conduit Sweeps	4	EA	\$ 300.00	\$ 1,200.00
8.23	6" Galn 36" Sweeps	8	EA	\$ 650.00	\$ 5,200.00
900 – ROADWAY/PARKING AREAS/MULTI-PURPOSE TRAIL/CURB CONSTRUCTION				\$	278,366.81
9.1	Mirafi 140n Geotextile Fabric For Paver Roadway	69624	SF	\$ 0.79	\$ 55,002.96
9.2	6" Recycled Concrete For Paver Roadway	7736	SY	\$ 19.95	\$ 154,333.20
9.3	6" Lime Rock Base For Multi-Purpose Trail And West Avenue and Driveway	426	SY	\$ 16.65	\$ 7,092.90
9.4	12" Recycled Concrete for Cross walk	640	SY	\$ 24.95	\$ 15,968.00
9.5	1.5" Sp 9.5 Structural Asphalt (Multi-Use Trail)	395	SY	\$ 15.65	\$ 6,181.75
9.6	1" Sp 9.5 Asphalt Base Course	1120	SY	\$ 9.95	\$ 11,144.00
9.6.1	1" Sp 9.5 Asphalt Overlay	1120	SY	\$ 7.95	\$ 8,904.00
9.7	Tack	1120	SY	\$ 2.00	\$ 2,240.00
9.7A	Temp Road Patch/Tie ins	1	LS	\$ 17,500.00	\$ 17,500.00

1000 – SIDEWALK/CONCRETE CURB CONSTRUCTION					\$	849,183.87
10.1	4" Concrete Sidewalk	35113	SF	\$ 8.89	\$	312,154.57
10.2	6" Driveway	7555	SF	\$ 13.95	\$	105,392.25
10.5	6" Handicap Ramps	1100	SF	\$ 21.95	\$	24,145.00
10.6	24" Valley Gutter	2495	LF	\$ 37.50	\$	93,562.50
10.7	F Curb	1599	LF	\$ 36.75	\$	58,763.25
10.8	12" Ribbon Curb	1291	LF	\$ 37.50	\$	48,412.50
10.9	Handicap Ramp Curbs	320	LF	\$ 33.00	\$	10,560.00
10.14	Curb Transitions	100	LF	\$ 39.00	\$	3,900.00
10.15	Type D Curb	3626	LF	\$ 37.55	\$	136,156.30
10.16	Remove and Replace Sidewalk (7TH) DUKE	2250	SF	\$ 24.95	\$	56,137.50
1100 – BRICK PAVERS <i>INSTALLATION OF BRICK PAVERS</i>					\$	376,410.72
11.1	F & I 2 1/4" Truncated Dome Mats	700	SF	\$ 29.79	\$	20,853.00
11.2	F & I 2 1/4" Roadway Brick Pavers - K&W Red 2 1/4"X4"X8" - Manuf. By Glen-Gery Corporation	69232	SF	\$ 3.96	\$	274,158.72
11.3	F & I 2 3/4" Crosswalk Brick Pavers	747	SF	\$ 17.00	\$	12,699.00
11.5	F & I 6" X 6" White Roadway Brick Pavers	160	SF	\$ 37.50	\$	6,000.00
11.10	24" White Brick Stop Bar	1900	SF	\$ 33.00	\$	62,700.00
1200 – VERTICAL ELEMENTS/SITE WALLS/STAIRS/RAMPS					\$	44,700.00
12.1	F & I Ramp/Stairs Railing (Allowance)		LF	\$ 450.00	\$	-
12.5	Variable Height Retaining Wall At NW Corner Of 7th And Montrose <i>Thickened edge concrete for trail.</i>	60	LF	\$ 250.00	\$	15,000.00
12.5	FDOT Alum Railing (Black coated)	60	LF	\$ 495.00	\$	29,700.00
1300 – FURNISHINGS AND MISCELLANEOUS					\$	29,925.00
13.5	Concrete Bench Pads	15	EA	\$ 1,995.00	\$	29,925.00
1400 – PAVEMENT MARKINGS AND SIGNAGE (ALLOWANCE)					\$	63,500.00
14.1	Thermoplastic Striping	1	LS		\$	8,500.00
14.2	Signage Package	1	LS		\$	55,000.00
1500 – LANDSCAPING					\$	169,840.04
15.1	Lily Of The Nile, #1; Full; 3-4 PPP Min; 18" O.C.	327	EA	\$ 12.00	\$	3,924.00

15.2	African Iris, White, #3; Full; 5-6 PPP Min; 3' O.C.	36	EA	\$ 9.95	\$ 358.20
15.4	Crinum Lily, Red, #15; 4' OA (In Lieu of Crinum #15)	2	EA	\$ 165.00	\$ 330.00
15.5	Crinum Lily, Red, #7; 3' OA (In Lieu of Crinum Lily #7)	4	EA	\$ 82.50	\$ 330.00
15.6	Crape Myrtle, Cont. B&B, 9'+Ht X 4-5' Spr; 5' Ct Multi-Trunk (In Lieu of Crape Myrtle Standards Trunk)	3	EA	\$ 331.20	\$ 993.60
15.7	Dwarf Confederate Jasmine, #1, Full; 15"+ Runner's 5-7 Runners Min.; 12" OC	140	EA	\$ 8.20	\$ 1,148.00
15.8	Dwarf Yaupon Holly #3	41	EA	\$ 12.55	\$ 514.55
15.9	Dwarf Nandina #3 ; full 15" + spr 2' oc	74	EA	\$ 85.00	\$ 6,290.00
15.10	European Fan Palm	3	EA	\$ 1,750.00	\$ 5,250.00
15.11	Emerald Goddess Liriope, #1; Full; 5-7 PPP Min; 12" OC Or As Noted (In Lieu of Society Garlic)	487	EA	\$ 9.95	\$ 4,845.65
15.13	Heavenly Bamboo	15	EA	\$ 95.00	\$ 1,425.00
15.16	Pringle Dwarf Japanese Yew	25	EA	\$ 35.00	\$ 875.00
15.17	Live Oak, Cont. B&B; 14-16'ht X 7-9'spr; 4" Cal. Min.	6	EA	\$ 1,750.00	\$ 10,500.00
15.20	Sabal Palm, B.R.; Root Enhanced, See Plan For CT Heights (In Lieu of Wild Date Palm)	30	EA	\$ 900.00	\$ 27,000.00
15.27	Pine Straw Mulch 3" Depth	1	LS		\$ 6,500.00
15.28	Argentine Bahia Sod	10000	SF	\$ 0.45	\$ 4,500.00
15.31	1 Year Landscape Maintenance - Includes ongoing maintenance from the start of landscaping to 1 year	1	EA	\$ 55,950.00	\$ 55,950.00
15.32	Varigated Dwarf Schefflera #3 18-24" ht 14-18" 30" oc (In Lieu of Indian Hawthorn White)	170	EA	\$ 65.65	\$ 11,160.50
15.35	Azalea, Salmon "Fashion", #3	34	EA	\$ 21.79	\$ 740.86
15.36	Azalea, White, "GG", #3	12	EA	\$ 21.79	\$ 261.48
15.41	Coontie 18"	80	EA	\$ 93.04	\$ 7,443.20
15.42	Pine Bark Mulch 3" Depth	1	LS		\$ 19,500.00
1600 – IRRIGATION				\$	177,450.00
16.1	Irrigation System Complete (Including But Not Limited To)	1	LS		\$ 169,950.00
16.2	Temp Irrigation Jumpers	3	EA	\$ 2,500.00	\$ 7,500.00
	Backflow Preventer With Enclosure				
	Points Of Connection				
	Quick Couplers				
	Controller With Pedestal And Enclosure				

	Flow Sensor	
	Schedule 40 PVC Sleeves	
	Schedule 40 PVC Mainline And Laterals	
	Rainbird Valves, Rainbird Valve Boxes, Wire Rainbird Spray Heads	
	Bubblers	
NOTES:		
FOR CONSTRUCTION, FULL ROAD CLOSURE WILL OCCUR 1/2 TO 1		\$
BLOCK AT A TIME, INCLUDING INTERSECTIONS		7,215,149.68

CITY/OTHERS TO LOCATION ALL IRRIGATION POINTS OF SERVICE

ROADWAY BRICK PAVERS WERE PRE-PURCHASED BY THE CITY OF CLERMONT

ANY FEES FOR DUKE AND DUKE SUBCONTRACTORS WILL BE RESPONSIBILITY OF THE CITY

ALL STREET SIGNAGE BY OTHERS EXCLUDING MOT

IT IS TRAVERSE'S INTENTION TO REMOVE SIDEWALKS IN FRONT OF BUSINESS AND FORM NEW SIDEWALKS ONE ONE DAY AND POUR SAID SIDEWALKS THE FOLLOWING DAY OR TWO, IN MULTIPLE AREAS. WE WILL DO OUR BEST TO NOT INTERFERE WITH BUSINESS BUT AT TIMES THAT MAY BE INEVITABLE. IT IS THE CITY'S RESPONSIBILITY TO NOTIFY BUSINESSES



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2022		
Agenda Item Name		
Community Garden Sponsorship		
Requested Action		
Recommend to approve restricting the use of sponsorship dollars collected for the Community Garden Project on the project		
Staff Report		
The Parks and Recreation Department was awarded a \$90,000 grant from the National Recreation Parks Association to build a community garden at the Clermont Arts and Recreation Center in 2022. As part of the project, staff may solicit sponsors from businesses in order to further enhance the overall project. The staff is requesting approval to directly utilize any donated sponsorship money collected for the Community Garden project exclusively on the project.		
Additional Analysis		
Fiscal Impact Summary		
All donations and sponsorship funds will be exclusively used for the Community Garden.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2022		
Agenda Item Name		
Collective Bargaining Agreement and Budget Amendment		
Requested Action		
Recommend to approve the Collective Bargaining Agreement with the International Association of Firefighters, AFL-CIO – Clermont Professional Firefighters Local 4350.		
Staff Report		
The Collective Bargaining Agreement with the International Association of Firefighters, AFL-CIO – Clermont Professional Firefighters Local 4350 for the period October 1, 2021 - September 30, 2024 is recommended for approval. Significant items in the contract include increases to wages and incentives with corresponding pay range adjustments along with changes to the pension plan.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of the agreement requires a budget amendment of \$180,000 from General Fund reserves.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Firefighter Union CBA FINAL - CLEAN 2 25 22	Firefighter Union CBA FINAL - CLEAN 2 25 22.pdf	

Collective Bargaining Agreement

Between the

**International Association of Firefighters, AFL-CIO –
Clermont Professional Firefighters Local 4350**

And the

City of Clermont, Florida

October 1, 2021 through September 30, 2022

(Approved March 8, 2022)

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Preamble

This agreement is entered into by and between the City of Clermont hereafter referred to as the “City” or “employer” and the International Association of Firefighters, AFL-CIO, Clermont Professional Firefighters Local 4350 hereafter referred to as the “Union.”

The general purpose of this Agreement is to establish wages, hours and terms and conditions of employment for bargaining unit members and to provide an orderly procedure for the resolution of grievances.

In this Agreement, the terms “Clermont,” and “the City,” refer to the employer, the City of Clermont and its Fire Department. The terms “bargaining unit member,” “member,” or “employee,” refers to the full-time certified Firefighters employed by the City of Clermont in the classification of Firefighter, Firefighter/Inspector, Engineer and Fire Lieutenants.

Uses of gender references, “he” and “she” are considered interchangeable.

Article 1

Recognition

- 1.1 The City hereby recognizes the International Association of Firefighters, AFL-CIO Clermont Professional Firefighters Local 4350, as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees of the City of Clermont working within the certified bargaining unit, as established by order of the Florida Public Employees Relations Commission (PERC).

Article 2

Prevailing and Management Rights

- 2.1 The Union recognizes the prerogative of the City, except as expressly abridged by any provision of this Agreement, to exercise exclusively all of the normal and inherent rights of management with respect to the Fire Department, including but not limited to, the right to determine the purpose of its constituent divisions, to set standards of service, and to exercise control and discretion over its organization and operations to ensure efficiency. It is also the right of the City to direct its certified Fire employees, to take disciplinary action for proper cause, and to relieve its certified Fire employees from duty, provided in so doing the provisions of this agreement are not violated.
- 2.2 The City reserves the right:
- A. To select and direct the work force in accordance with requirements determined by management.
 - B. To establish and change individual work schedules and assignments.
 - C. To assign and distribute available overtime work and to change work schedules in order to minimize overtime work.
 - D. To make and enforce work performance standards.
 - E. To make and change reasonable rules and regulations and to determine disciplinary action for the failure to obey such rules and regulations.
 - F. To determine job descriptions.
 - G. To make and enforce safety rules.
 - H. To transfer and promote members.
 - I. To determine the size and composition of the work force.
 - J. To lay off bargaining unit members for lack of work or other legitimate reasons.
 - K. To transfer, subcontract, and eliminate work.
 - L. To regulate, control, change, or eliminate existing work procedures or equipment utilized for duty purposes.
 - M. To suspend, discharge, demote, or otherwise discipline bargaining unit members for proper cause.

- N. To suspend provisions of this agreement during a time of declared emergency conditions, including but not limited to riots, civil disorders, hurricane or weather conditions, with the exception of the wage, benefit and damage or loss to personal property provisions.
- 2.3 The exercise of management rights shall not preclude bargaining unit members or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.
- 2.4 To the extent that exercise of the management rights described herein, modify or impact wages, hours or other terms and conditions of employment, the City agrees not to exercise such right without first affording the Union an opportunity to review and negotiate over the impact thereof.

Article 3

Indemnification

- 3.1 When the City may legally do so, the City shall furnish to bargaining unit members legal counsel and defense in accordance with F.S.S. 768.28(5) and (9). To the extent permitted by law, no bargaining unit member shall be held personally liable in tort for any injuries or damages suffered as the result of any act, event or omission of action in the scope of his/her employment or function, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property.

Article 4

Non-Discrimination

- 4.1 There shall be no discrimination against any employee covered by this Agreement because of race, religious creed, color, national origin, sex/gender, age, disability, marital status, pregnancy, genetics, veteran status, political affiliation or sexual orientation and other protected classifications, as prohibited by State and/or Federal law.
- 4.2 There shall be no discrimination against any employee covered by this Agreement because of membership, non-membership or office held in the Union.
- 4.3 The City and the union oppose discrimination on the basis of age, race, religious creed, color, national origin, sex/gender, disability, marital status, pregnancy, genetics, veteran status, sexual orientation, or political affiliation, or any other protected classifications. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination that is in addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

Article 5

Administrative Investigations

- 5.1 Administrative investigations of bargaining unit members will be conducted in accordance with Florida Statute 112.80, ET. seq., known as the Firefighters' Bill of Rights.
- 5.2 The parties have incorporated by reference the statutory bill of rights in this Agreement to enable them to elect to invoke the grievance-arbitration procedure to remedy any alleged denial of rights, and not to effect any change in substantive rights under the statute as repeated herein. An employee may pursue enforcement of these rights through arbitration or in the courts, but if the bargaining unit member chooses to enforce these rights in court, the City is not obligated to arbitrate over these same issues. Should the referenced Statute be amended by legislature or court action during the course of this Agreement, the amendments will be incorporated and applied without further negotiation by the parties to this Agreement. The parties agree that alleged violations of Article 5 are not grievable.
- 5.3 No bargaining unit member shall be disciplined in any manner or otherwise discriminated against in regard to his/her employment or appointment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted by the Firefighters' Bill of Rights.
- 5.4 If a bargaining unit member is the subject of an administrative investigation, he/she will be notified in writing. At the discretion of the Fire Chief he/she may be allowed to continue performing his/her regular duties or be reassigned to reasonable alternative departmental duty or placed on administrative leave with no loss of pay or benefits until such time as the investigation is completed and disciplinary action, if any, has been determined. Upon the completion of the investigative report, the bargaining unit member will be provided, at no cost, a copy of the investigative report and supporting documentation.
- 5.5 The investigation findings under this Article will be classified as follows:
 - A. Unfounded – The complaint is false or non-factual.
 - B. Valid – There is sufficient information or evidence to substantiate the complaint.
 - C. Invalid – There is insufficient information or evidence to prove or disprove the complaint.
- 5.6 Any investigation that is found to be "Valid" and may potentially or will result in discipline of suspension, demotion or termination, the member has a right to a pre-disciplinary hearing conducted by the Fire Chief or designee.

- 5.7 A complete copy of the investigative report and supporting documentation will be provided to the bargaining unit member and placed in the Fire Department's Administrative Investigation File. The report summary and discipline, if any will be placed in the personnel file.

Article 6

Professional Standards and Disciplinary Action

- 6.1 It is a statutory right of the City to establish rules and standards of performance and to discipline employees in accordance with those standards. When discipline is applied, the City shall, when possible, use a system of "progressive discipline" that uses an appropriate form of corrective action to obtain its intended purpose, which is to correct inappropriate conduct. However, the Union and City recognize that there are instances where the employee's conduct is such that progressive discipline is not warranted or required and discipline, up to and including discharge can be imposed by the City. Employees will not be discharged or disciplined without proper cause.
- A. Supervisory personnel are delegated the authority and responsibility for the proper direction, effectiveness, efficiency, conduct, and discipline of subordinate personnel assigned to them, subject to review by the Fire Chief.
 - B. Prior to any disciplinary action being taken, management will investigate as appropriate to determine the applicable facts and evidence which would support or not support the disciplinary action. The circumstances will determine the extent of the investigation. If the investigation is reasonably expected to result in disciplinary action involving loss of pay or termination, such investigation will be conducted in accordance with Article 5 of this Agreement.
- 6.2 Counseling: Supervisors are responsible for counseling employees when necessary to improve performance. Counseling is not considered discipline and is not subject to the grievance process. Supervisors may retain supervisory notes on counseling. Counseling records are considered public records and shall be maintained in the employee's personnel file.
- 6.3 Discipline may take the form of:
- A. Reprimand: Recorded admonishment of a deficiency or poor performance.
 - B. Suspension: An unpaid period of time of not less than one shift and not more than two full pay periods (28 days). However, if the bargaining unit member has been suspended as the result of an administrative investigation into pending criminal charges, the bargaining unit member may be suspended until a final court disposition is rendered.
 - C. Demotion: Reclassification from one position to another one of lower pay.
 - D. Termination: A complete and irrevocable severing of the employment relationship.

- 6.4 If a bargaining unit member who is suspended pending final court disposition of criminal charges, is convicted or pleads guilty or nolo contendere to any criminal charge that disqualifies him/her from service as a Firefighter under Florida Statutes, he/she shall be terminated and shall not be entitled to any back pay or benefits.
- 6.5 If a bargaining unit member who is suspended pending final court disposition of criminal charges is convicted, pleads guilty or nolo contendere to or plea bargains to a misdemeanor offense that does not disqualify him/her under Florida Statutes, the bargaining unit member shall not be entitled to any back pay or benefits upon return to full duty.
- 6.6 All disciplinary action taken toward non-probationary bargaining unit members is subject to grievance.
- 6.7 Bargaining unit members shall be required to observe and comply with written regulations governing their employment as set forth in Department Operating Guidelines and written communications issued by the Department or the City, including the City's Employment Policies Manual, to the extent that such rules or directives are not in conflict with this Agreement.
- 6.8 No disciplinary action will be taken for violation of a rule or regulation until seventy-two (72) hours after posting or distribution of the rule or regulation.
- 6.9 Documentation by supervisors of incidents, acts, or behavior potentially leading to disciplinary action is essential. Record keeping must identify dates, times and circumstances. The affected bargaining unit member shall be notified within a reasonable time when such data is being created and retained.
- 6.10 If disciplinary action is proposed that includes termination, demotion, or suspension without pay, the bargaining unit member will be provided a copy of all facts and evidence obtained, including the final investigative report (if applicable) and an opportunity to discuss the proposed discipline with the Fire Chief in a pre-disciplinary hearing prior to the effective date of such action. The bargaining unit member will be given notice of the pre-disciplinary hearing seven (7) calendar days prior to the hearing.
- 6.11 Within fourteen (14) calendar days of the conclusion of the pre-disciplinary hearing, the Fire Chief shall notify the bargaining unit member of his/her final decision in respect to the form of discipline, if any.

Article 7

Personnel Records

- 7.1 The bargaining unit members' official personnel files are to be maintained in the City's Human Resources Department.
- 7.2 With the exception of those exemptions noted in Florida Statutes, records in the bargaining unit members' personnel files are public records and available for inspection. The release and disclosure of any records in these files will be under the authority of the City Clerk.
- 7.3 Bargaining unit members shall have the right to inspect and make copies of their personnel files at no charge. The records shall be made available during regular business hours.
- 7.4 Bargaining unit members shall be notified within a reasonable time frame when any personnel file record has been released in accordance with the public records laws. Documentation noting the date and identity, if known of the individual/organization requesting the personnel file record shall be placed in the personnel file.
- 7.5 The City agrees that a bargaining unit member shall have the right to include in his/her personnel file a written refutation of any material he/she considers to be detrimental. The employee's written refutation must be provided to the Fire Chief within thirty (30) days of the employee's receipt of the alleged detrimental information.

Article 8

Work Period and Work Shift

- 8.1 The work period for twenty-four hour bargaining unit members shall be twenty-eight consecutive days as provided for in Section 7 (k) of the Fair Labor Standards Act. The work period for eight (8) hour bargaining unit members shall be seven (7) consecutive days.
- 8.2 The work schedule for twenty-four (24) hour bargaining unit members shall be twenty-four (24) continuous hours on duty starting at 8:00 a.m. followed by forty-eight (48) continuous hours off duty. An eight (8) hour bargaining unit member's work schedule shall consist of five (5) days on and two (2) days off with their starting and ending times determined by the Fire Chief. A 40 hour employee's workweek shall consist of five (5), eight (8) hour workdays with an unpaid lunch break, or four (4), ten (10) hour workdays with an unpaid lunch break, per work week.
- 8.3 As noted in Article 2.2.B. of this Agreement, the City has the right to change individual work schedules (starting and ending times and days on/off) as needed. The City will give as much advance notice as possible when adjustments are made.
- 8.4 Each eight (8) hour bargaining unit member will be entitled to a one (1) hour unpaid lunch break. The time period for the breaks must be approved by the bargaining unit members' supervisor prior to the bargaining unit member taking the break.
- 8.5 Whenever a shift rotation occurs or a bargaining unit member rotates to a new shift, bargaining unit members shall be entitled to at least the number of hours equal to one scheduled shift of off-duty time prior to returning to work.
- 8.6 The bargaining unit members assigned to shifts shall have the opportunity to bid by seniority for shift and/or station assignments when position openings become available, provided the operational needs of the department are satisfied. Seniority shall be based on the department's Time in Grade Seniority List (Article 27.9). The City retains the right to determine the number of slots available on each shift.
- 8.7 Twenty-four (24) hour bargaining unit members shall have one (1) twenty-four (24) hour shift off unpaid every twenty-eight (28) day cycle ("Kelly Day"). The City will give as much advance notice as possible when scheduling adjustments are made.

Article 9

Overtime, Overtime Pay and Compensatory Time

- 9.1 Overtime is defined as time worked in excess of two-hundred twelve (212) hours in a twenty-eight (28) day period as provided for in Section 7(k) of the Fair Labor Standards Act for twenty-four (24) hour bargaining unit members and in excess of forty (40) hours in a seven (7) day period for eight (8) hour bargaining unit members.
- 9.2 For the purposes of computing overtime, compensatory leave, sick leave, bereavement leave, annual leave, holiday leave, military leave, jury duty and any other absence from work while on a paid status will not be considered time worked.
- 9.3 Overtime must be assigned or authorized by management; an employee is not entitled to assign or approve overtime for him/herself. Overtime shall be scheduled at the discretion of management in accordance with department policies, procedures/guidelines, and procedures herein, except in instances of a declared emergency.
- 9.4 Anytime hiring of overtime or additional personnel is found by management to be necessary, this hiring shall be done rank for rank and based on certification(s) necessary for the position to be filled. Anytime management determines a need for overtime or need for additional personnel, which cannot be filled rank for rank, the next lower rank or qualified person shall be offered the time in accordance with Article 9. The hiring process will fill 24-hour vacancies first, followed by partial vacancies, in descending order.
- 9.5 Members cannot be removed from the Mandatory Staffing Overtime program.
- 9.6 Anytime a person(s) is sent home prior to the end of their overtime shift the department will utilize the policy of last hired/first sent home as long as operational needs are met.
- 9.7 No member who is required by the department to be on duty pursuant to mandatory overtime, shall move from their current spot on the staffing overtime program, even if it is greater than twelve (12) consecutive hours.
- 9.8 Special event hiring will be paged out and hiring shall be done no sooner than 10 minutes after the page. The member on their Kelly day or highest on the list will be hired for the position, providing they meet the following requirements: rank for rank and based on certification(s) necessary for the position to be filled. Anytime overtime or need for additional personnel cannot be filled rank for rank the next lower rank or qualified person shall be offered the time in accordance with Department Operations Guideline. Working special events will not cause movement on the staffing overtime program unless hours worked are twelve (12) consecutive hours or greater.

- 9.9 Any person(s) on Kelly day who signs up to work overtime will have first choice for filling overtime positions. If more than one person on a Kelly day signs up to work, the person higher on the appropriate staffing overtime program will have the priority in filling the position. If person(s) on Kelly day refuse overtime, overtime shall be filled according to appropriate staffing overtime program.
- 9.10 When hiring for projected overtime, the position will be paged out and hiring shall be done no sooner than 10 minutes after the page. Members will go into the staffing program and sign up for specific vacancies they want to work. If no one signs up after 10 minutes, the position will be filled as a mandatory vacancy for the first projected shift only.
- 9.11 For immediate vacancies, the Battalion Chief will look at the staffing overtime program and use it to fill the vacancy. Members on their Kelly day or highest on the overtime list will be hired for the vacancy. If there is a need to fill the immediate vacancy, the Battalion Chief shall page out the vacancy and fill it no sooner than 10 minutes. If the need to fill the vacancy still exists after 10 minutes the position will be filled as a mandatory vacancy.
- 9.12 A mandatory staffing overtime program will be kept separate from the overtime list. When the department hires mandatory overtime vacancies, vacancies will be filled using the Mandatory List. When a person accepts mandatory overtime, he will move to the bottom of the Mandatory List.
- 9.13 Any person on annual leave, sick leave, personal day, Kelly day, or training leave will not be assigned mandatory overtime until returning to their next shift. Mandatory overtime will be assigned to the next person on the Mandatory List.
- 9.14 The Fire Chief has the authority to waive the requirements of Article 9.4 – 9.13 in the event of an actual or pending emergency.
- 9.15 Overtime worked shall be compensated at one and one-half (1.5) times the bargaining unit member's regular rate of pay as defined in the Fair Labor Standards Act.
- 9.16 In lieu of receiving cash for overtime worked in excess of two-hundred twelve (212) hours in a twenty-eight (28) day period or forty (40) hours per workweek, as applicable, employees may request compensatory time.
- A. Equivalent compensatory time for each overtime hour worked based on Article 9.17 of this Agreement will be credited to the employee at the end of the work period in which the overtime was worked. Records related to accrual and use of compensatory time are maintained by the Finance Department.
- B. The maximum accrual of compensatory time is seventy-two (72) hours for twenty-four (24) hour shift employees and forty (40) hours for eight (8) hour shift employees. When an employee has reached his/her maximum accrual, the

City will include payment for any subsequent overtime in the employee's paycheck.

- C. A bargaining unit member who has accrued compensatory time and requested use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the department. The minimum time period for use of compensatory time is four (4) hours for twenty-four (24) hour shift employees and one (1) hour for eight (8) hour shift employees.
- D. Bargaining unit members may use compensatory time accrued in conjunction with the use of vacation leave.
- E. Upon termination of employment, for whatever reason, the remaining balance of accrued compensatory time will be paid to the terminated employee (or his/her designated beneficiary or estate in the case of the employee's death) at the rate of pay in effect for him/her at that time.

Article 10

Extra-Duty

- 10.1 Call out time is defined as any time a bargaining unit member is called into work when he/she is off duty. Call out hours shall be paid for actual time worked with a minimum of two (2) hours. In the event of multiple call-outs, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. If the call-out consists only of telephone calls, the actual time of the call will be paid, without regard to a minimum time. Call out hours paid will be considered time worked for purposes of overtime calculation in the work period in which the call outs occurred.
- 10.2 On call duty is defined as off-duty time when a bargaining unit member is ordered by the Fire Chief, or his/her designee, to be readily available and prepared to perform actual work when the need arises during off-duty hours. Members in an on call status shall receive a weekly supplement of at least \$100.00, or the same amount as provided to non-union employees of the City, whichever is greater, which shall be added to his/her base annual salary during the week he/she is on call. If a bargaining unit member is called out for duty, the bargaining unit member will be compensated in accordance with Article 10.1.

Article 11

Annual Leave

11.1 Bargaining unit members are entitled to the same annual leave benefits available to all other employees of the City, with the exception that twenty-four (24) hour shift bargaining unit members may not use their available accrued annual leave in increments less than four (4) hours per shift.

11.2 The maximum amount of annual leave that bargaining unit members may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8 hour	320 hours
24 hour	400 hours

11.3 In the event that the City reduces the annual leave benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the Union and the City.

Article 12

Sick Leave

- 12.1 Bargaining unit members are entitled to the same sick leave benefits available to all other employees of the City and the City's Sick Leave Policy is adopted hereto, with the exception set forth in Section 12.3, below.
- 12.2 In the event that the City reduces the sick leave benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the union and the City.
- 12.3 All twenty-four (24) hour shift personnel shall be limited to using sick leave in one –hour increments. The City's Sick Leave Policy shall apply to all members employed on an eight (8) hours work schedule.

Article 13

Bereavement Leave

- 13.1 Bargaining unit members are entitled to up to twenty-four (24) hours of bereavement leave upon approval of the Fire Chief in the event of a death of a family member. The member shall submit proof of death before compensation is approved.
- 13.2 Family members are defined as the employee's children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, great grandparents, great grandchildren, aunts, uncles, and current spouse, step-children, step-parents, step parents-in-law, step-brother, step-sister, step-grandparents, step-grandchildren, sisters-in-law, brothers-in-law, sons-in-law, and daughters-in-law.
- 13.3 If additional time off is necessary, annual leave or compensatory leave may be used, with the approval of the Fire Chief.

Article 14

Leave of Absence

- 14.1 All applications for leave of absence must be submitted in writing and approved by the Fire Chief and the City Manager. Decisions regarding leaves of absence are not subject to the grievance or arbitration procedures.
- 14.2 Upon termination of leave of absence, the bargaining unit member shall return to the same job classification and rate of pay in effect at the beginning of the leave of absence. If the member was on a leave of absence for medical reasons, he/she must provide medical documentation indicating his/her ability to perform the essential functions of the job duties.
- 14.3 The bargaining unit member will not lose any credited service with the City, if the leave of absence period is less than three (3) months. If the leave of absence period is longer than three (3) months, the bargaining unit member will not receive any credited service for the entire leave of absence period.
- 14.4 Where applicable, any medical leave will run concurrent with leave taken pursuant to the Family and Medical Leave Act.
- 14.5 The City's Employment Policies Manual shall govern the procedures and timeframes for a leave of absence.

Article 15

Military Leave and Military Duty

- 15.1 Military leaves shall be granted in accordance with the City's Employment Policies Manual and Florida and Federal Law.
- 15.2 Except in an actual or declared emergency recall to duty, the bargaining unit member shall give thirty (30) calendar days notice, or as much notice as possible to his/her supervisor that his/her military duty will occur on the specific dates.

Article 16

Workers' Compensation/Injury Leave

- 16.1 The City provides workers' compensation insurance, in accordance with Florida Statutes, and through its carrier will provide medical and compensation benefits to employees who sustain an injury as a result of and arising out of employment by the City. Initial determination as to whether an injury is compensable will be made by the carrier. Disputes concerning compensability of injury or type or amount of compensation shall be resolved through existing legal process as defined by Florida Statute and shall not be subject to grievance under this Agreement.
- 16.2 Members recognize a duty to promptly report any injury occurring while on the job, and to cooperate in providing any information necessary to process a claim.
- 16.3 The City is entitled to select the physician who will examine or reexamine the injured employee; however, the injured employee is entitled to a one-time change in physicians per claim, subject to the approval of the workers' compensation carrier and applicable Workers' Compensation law.
- 16.4 While on a job connected injury or disability leave, bargaining unit members shall be entitled to all benefits as provided in this Agreement.
- 16.5 A bargaining unit member who receives a job related injury within twelve (12) months of employment with the City shall not be entitled to injury leave. Bargaining unit members shall be required to use any eligible personal leave during this period.
- 16.6 A bargaining unit member who receives a job related injury after twelve (12) months of employment with the City shall be paid injury leave at full pay for a period not to exceed two hundred (200) hours when the employee is required to be absent from work at the direction of a physician selected in accordance with Article 16.3, above. Workers' compensation payments issued during the period of injury leave shall be signed over to the City.
- 16.7 Upon payment of the maximum injury leave available, bargaining unit members shall be required to use accumulated personal leave to make up the difference between the workers' compensation payments and the bargaining unit members' regular wages.
- 16.8 Bargaining unit members taking leave pursuant to this Article shall use any available Family and Medical Leave.

Article 17

Vehicles

- 17.1 The City shall equip fire apparatus in such a manner as to allow bargaining unit members to perform the duties and responsibilities of their position. The Fire Chief shall determine the type of equipment to be used.
- 17.2 All maintenance, repairs, fuel costs, and insurance for fire department vehicles shall be the responsibility of the City.
- 17.3 If a bargaining unit member feels that a vehicle or other equipment is unsafe and therefore unfit for service because it is a hazard to him/her or the public, or both, he/she shall immediately inform his/her supervisor. If the Shift Commander concurs, the unsafe vehicle or other equipment shall not be used. No vehicle or piece of equipment shall be released back for duty use until inspected and determined safe or repaired by competent mechanical personnel. Should the supervisor not concur, the bargaining unit member shall document such unsafe condition(s) and forward it to the Fire Chief via the chain of command.
- 17.4 With respect to vehicles, the term “unsafe” shall be as defined in the Departmental Operating Guidelines.
- 17.5 If the nature of the vehicle problem is such that it should not be driven, the vehicle shall be taken out of service at the location where it is deemed unsafe. A bargaining unit member shall not be required to deliver such unsafe vehicle to place of repair. However, if the nature of the unsafe condition is such that the bargaining unit member can drive the vehicle to a place for repair, without hazard to himself/herself or the public, he/she shall do so.
- 17.6 Bargaining unit members shall not be required to perform major repairs on vehicles or facilities. However, bargaining unit members are expected to check fluids and perform preventive maintenance on vehicles and facilities.
- 17.7 Bargaining unit members required to use their personal vehicles in the performance of any assigned duties shall be reimbursed per the City’s Travel Procedures.
- 17.8 Bargaining unit members assigned to certain positions may be allowed to drive City vehicles home, based on specific authorization by the City Manager. In the event a member is transferred to a position that does not require the use of a take home vehicle, the member’s use of a take home vehicle shall cease. Members shall be required to use such vehicles in accordance with the City’s Take Home Vehicle Policy in effect at the time unless otherwise stipulated in this Agreement.

Article 18

Personal Day

- 18.1 Bargaining unit members are entitled to the same personal day benefits available to all other employees of the City.
- 18.2 In the event that the City reduces the personal day(s) benefits available to all other employees, the respective personal day(s) benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the union and the City.

Article 19

Insurance

- 19.1 The City agrees to provide the same health, dental and life insurance benefits to bargaining unit members as are provided to all City employees. The cost for such insurance to bargaining unit members shall be the same as charged to all City employees. The City shall have no obligation to bargain over changes to insurance or the effects of such changes during the term of this agreement as long as the bargaining unit members are provided the same insurance benefits and wellness program (including additional opportunities provided to firefighters such as Life Scan and physical agility testing) as all City employees.
- 19.2 The City shall provide life insurance or death benefits for each bargaining unit member in accordance with Florida Statutes.

Article 20

Union Representatives and Business

- 20.1 The City shall recognize the officers of the Clermont Firefighters Union, Local 4350 as the official representatives of the Union, and shall consider them the sole contact with Union members in regard to the terms and conditions of employment and contract matters, subject to bargaining.
- 20.2 The Union will be permitted to use the training room or conference room at no cost for meetings of Local 4350 scheduled after 5:00 PM, as available, providing arrangements have been made in advance in accordance with normal scheduling procedures. Other than those acting in official capacity as union representative, no employee covered by this Agreement may attend Union meetings during his/her scheduled work hours unless specifically authorized by the Fire Chief or his designee.
- 20.3 Wall space, equivalent to approximately one-third (1/3) of the fire station's bulletin board space, will be allowed as approved by the Fire Chief for the purpose of posting notices and announcements pertaining to Union business.
- 20.4 The Union shall not post any material that is obscene, defamatory or that impairs the operation of the Department or the City. Any intentional violation of this provision by the Union may result in the privilege of such use of the bulletin board being withdrawn.
- 20.5 The Union shall be permitted to use the City's electronic mail system and telephone to transmit information related to Local 4350 to bargaining unit members provided such communications do not unduly interfere with City work. Said electronic mail shall also be available for review by appropriate City officials. The Union and Unit members shall not transmit any material which would violate the City's Computer Network Guidelines and Procedures.
- 20.6 The Union shall be granted up to one (1) hour during new firefighter orientations to explain jointly with a management officer the provisions of this agreement and the functions of the Union.
- 20.7 The City shall allow such internal Union business as membership recruitment, campaigning for union office, distribution of literature, and all other Union activities during reduced activity periods.
- 20.8 The City shall allow the Union to continue to raise, collect and obtain monies benefiting the Muscular Dystrophy Association and to present those monies as a joint effort between the City of Clermont and the Union. Times and locations of collections shall be approved by the Fire Chief or his designee.

Article 21

Reduction in Work Force

- 21.1 Layoff - In the event of a layoff for any reason, regular full-time employees shall be laid off in inverse order of seniority.
- A. “Seniority” for purposes of this Article is defined as the length of uninterrupted time since the most recent hire by the City.
 - B. Seniority is earned within the Department and also within the City. Departmental seniority will be given first consideration; if departmental seniority is equal (in terms of date), then City seniority will govern.
 - C. Employees in temporary status will be laid off first, followed by employees in probationary status. No permanent employee shall be laid off while another person in the same class is retained on an emergency, temporary or probationary basis by the City.
- 21.2 Exceptions to Layoff - If the Fire Chief should find that a specific employee should be retained despite a lower seniority because of special skills, abilities or training that are essential to the efficient operation of the department or the organizational unit, the Chief shall submit a written request to the City Manager that sets forth in detail the specific skills, abilities or training possessed by the member and the reasons the member is essential to the effective operation of the department. A copy of the request will also be delivered to the Local 4350 Executive Committee at the same time as submitted to the City Manager. Absent formal objection by the union through the grievance process and upon approval of the City Manager, the member may be retained.
- 21.3 Alternatives to Layoff - Any member scheduled to be laid off shall be offered an alternate position if qualified and if a suitable vacancy exists. A member may not “bump” another permanent employee from his/her position in order to avoid layoff.
- 21.4 Notice of Layoff - Prior to notification of those affected, the names of all bargaining unit members scheduled for layoff will be provided to the City Manager and to the Executive Committee of Local 4350. Such notice will include information of job class and seniority of those affected and will reference any request for out-of-seniority as provided in 21.2, above. Absent formal objection by the union through the grievance process and upon approval by the City Manager, layoff notices will be sent to the bargaining unit members affected. Bargaining unit members shall be notified in writing by the Fire Chief of their layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

21.5 Recall

- A. Members in layoff status shall retain recall rights for twelve (12) months from the date of layoff. The names and seniority dates of laid-off members shall be placed on a recall list and a copy of the list shall be provided to the union.
- B. Members shall be recalled in order of seniority as shown on the recall list determined at the date the initial layoff occurred. The member with the greatest seniority shown on the recall list shall be recalled first. If, after the City has provided notice of recall in accordance with this Article to each of the members on the recall list, vacancies exist because laid off members have refused recall or failed to respond to notice within the time allotted, the recall list shall be deemed exhausted and the City shall fill vacancies through its ordinary hiring process.

21.6 Members will be provided notice of recall and must follow the procedures defined below in order to protect recall rights.

- A. Notice of recall shall be given to the member by first class mail sent to the most recent address contained in his/her personnel records.
- B. A member who receives a notice of recall and desires to return to work must respond to the City's Human Resources Department no later than fourteen (14) calendar days following his/her receipt of the recall notice. A laid off member who fails to notify the Human Resources Department in accordance with this section shall lose recall rights.
- C. A member must report fit for duty within fourteen (14) calendar days (or less if approved by the Fire Chief) following his/her notification to the Human Resources Department of his/her desired return to work. A laid off member who does not report fit for duty in accordance with this section shall lose recall rights.

21.7 Seniority does not accrue during layoff, nor does the member accrue time off or other benefit eligibility. Upon recall, a member's seniority shall be counted from the member's former hire date, less the period of layoff.

21.8 In the event of a layoff, special consideration will be given to individuals eligible for Veterans' preference in accordance with State law and City policy.

Article 22

Dues Deduction

- 22.1 The City agrees that upon receipt of a voluntary individual notice for any bargaining unit member, the City shall deduct from his/her pay, dues commencing with the second pay period after receipt of such notice. Revocation shall be in writing and shall be effective commencing with the second pay period after receipt of such notice of revocation.
- 22.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Clermont Firefighters Union, Local 4350 reasonably thereafter.
- 22.3 The Union will initially notify the City as to the amount of the dues to be deducted. Such notification shall be to the City in writing over the signature of the president or vice-president of Local 4350.
- 22.4 Changes in the amount of the union dues to be deducted will be certified to the City in the same manner and shall be done thirty (30) calendar days in advance of the effective date of such change.
- 22.5 The Union agrees to indemnify and hold harmless the City, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims based upon clerical or accounting errors) or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this Article, and agrees to defend at its sole expense any such claims against the City, or its agents, employees or officials. The term "officials" as used herein includes elected or appointed officials.

Article 23

Grievance Procedure

- 23.1 The purpose of this Article is to establish processes for the fair, expeditious and orderly adjustment of grievances or disagreements between the City of Clermont, the Clermont Fire Department and Local 4350 and its bargaining unit members solely involving the interpretation or application of this Agreement.

A grievance is a dispute, claim, or complaint filed by a Bargaining Unit employee or the Union arising under the Terms of this Agreement. Grievances are limited to matters of interpretation or application of the provisions of this Agreement. Any grievance filed shall contain a complete statement of the grievance, reference to the provision, or provisions of the Agreement alleged to have been violated and state the remedy or correction requested. The City need not entertain or process under this Article, and may refuse to entertain, any disputes, claims, or complaints not meeting this definition.

- 23.2 Any formal grievance filed shall be in writing and shall set forth the provision or provisions of this Agreement alleged to have been violated and the facts pertaining to the alleged violation(s) and the date of the violation(s). The grievance shall be signed by the grievant and an Officer of Local 4350. Grievances submitted which do not contain the above information and/or are incomplete, shall be amended by the grievant within five (5) days of the original filing to state the required information. The necessity of filing an amendment shall not affect the timeliness to the extent that the grievance is substantially complete.
- 23.3 Nothing in this section shall be construed to prevent a bargaining unit member from presenting, at any time, his/her own grievance without representation.
- 23.4 A bargaining unit member who wishes to submit a grievance must submit a grievance in writing within fourteen (14) calendar days after the occurrence of the matter from which the grievance arose. A grievance not appealed to the next step within the time limits established by this procedure shall be considered settled on the basis of the last answer provided by management.
- 23.5 In advancing grievances, the grievant bargaining unit member(s) or Local 4350 and management may call a reasonable number of witnesses to offer testimony. Either party may call witnesses as needed. Hearings shall be continued to facilitate appearance of witnesses who are Department employees, whose presence would otherwise conflict with Department needs.
- 23.6 The formal grievance procedures are as follows:

Step One

- The bargaining unit member and/or Clermont Firefighters Union, Local 4350, shall file the grievance, in writing, with the Fire Chief's Office within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance.
- An Assistant Chief will conduct a meeting within fourteen (14) calendar days of receiving the grievance or any amendment, if applicable with the grievant and his/her requested representative, unless an Assistant Chief chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his/her staff, or any person not affiliated with Union Local 4350. An Assistant Chief shall notify the grievant and the Union of his/her decision, in writing, within fourteen (14) calendar days after the meeting date.

Step Two

- If the grievance is not resolved to the grievant's satisfaction as rendered by Step One, the bargaining unit member and/or the Union may forward the grievance, in writing, to the Fire Chief's Office within fourteen (14) calendar days of receipt of the notification from an Assistant Chief.
- The Fire Chief shall conduct a meeting within fourteen (14) calendar days with the grievant and his/her requested union or legal representative, unless the Fire Chief chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his/her staff, or any person not affiliated with the Union Local 4350. The Fire Chief shall notify the grievant and the Union of his/her decision, in writing, within fourteen (14) calendar days after the meeting date.

Step Three

- If the grievance is not resolved to the grievant's satisfaction as rendered by Step Two, the bargaining unit member and/or the Union may forward the grievance, in writing, along with a letter describing the details as set forth in 23.1 to the City Manager's Office requesting a meeting within fourteen (14) calendar days of receipt of the notification from the Fire Chief.
- The City Manager shall conduct a meeting within fourteen (14) calendar days with the grievant and his/her requested union or legal representative, unless the City Manager chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his/her staff, or any person not affiliated with the Union Local 4350. The City Manager shall notify the grievant and the

Union of his/her decision, in writing, within fourteen (14) calendar days after the meeting date.

- 23.7 Grievance discussions at Steps One and Two shall be conducted during the grievant's normal duty hours. The aggrieved bargaining unit member shall suffer no loss of pay or benefits for time required for such meetings.
- 23.8 All class action grievances shall be filed at Step Two.
- 23.9 The aggrieved bargaining unit member and the Union shall be given at least two (2) calendar days notices of the grievance meetings provided herein.
- 23.10 If any grievance is not satisfactorily resolved by the procedure outlined in the Article, the Union may proceed to arbitration according to Article 24.
- 23.11 New hire probationary bargaining unit members shall not have the right to grieve discipline or discharge.
- 23.12 It is agreed that a bargaining unit member may file a grievance/appeal, in accordance with the personnel rules, regulations, and/or ordinances of the City of Clermont. Bargaining unit members may only choose one grievance/appeal process. The decision to use any City of Clermont grievance/appeal process is irrevocable and precludes the bargaining unit member from filing any grievance under the provisions of this Agreement.

Article 24

Arbitration

- 24.1 If any grievance is not satisfactorily disposed of by the grievance procedure outlined in Article 23, the bargaining unit member or Union may give notice of intent to arbitrate by written notice, hand delivered or by certified mail, return receipt requested, postmarked or hand delivered within fourteen (14) calendar days after the receipt of the Step Three decision. Said written notice shall include a statement of facts upon which the case is submitted, including a statement of the position of the Union with respect to the arbitral issues.
- 24.2 Within fourteen (14) calendar days of the receipt of such notice, a letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of arbitrators. Within seven (7) calendar days of receipt of the list of arbitrators, a Union Representative and a representative of the City shall meet to select an arbitrator. The Union and the City will alternately eliminate one name at a time from the list until only one name remains and that person shall be the arbitrator. The City and the Union shall alternate in the rights to first strike names in successive arbitrations.
- 24.3 As promptly as possible, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the bargaining unit member, the City and the Union, in writing.
- A. Any party may be represented at the hearings by counsel or any other representative.
 - B. The hearing shall be conducted by the Arbitrator in a manner that will most expeditiously permit full representation of the evidence and arguments of all parties. The parties shall make every effort to conclude the hearing within one (1) day.
 - C. Each party shall bear the costs of preparing and presenting its own case. Each party desiring a record of the proceedings shall pay for any costs thereof. In the event both parties agree to have a record of any type made of the hearing, said parties may share equally the cost of any such service.
- 24.4 The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit terms of the Agreement as herein expressly set forth. He shall not have the authority to add or subtract from or modify any said terms of the Agreement; to limit or impair any right that is reserved to the City, the Union, or bargaining unit members; to establish or change any wage or rate of pay that has been agreed to in the Agreement.
- 24.5 No decision of any Arbitrator in one case shall create a basis for retroactive adjustment of any other case.

- 24.6 The Arbitrator may, under the powers granted by the terms of this Agreement, direct any remedy permitted by the Florida Arbitration Code.
- 24.7 The decision of the Arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved. Review shall not be precluded pursuant to the Florida Arbitration Code.
- 24.8 The expenses of the Arbitrator shall be split equally by the parties. Each party shall make arrangements for and pay the witnesses that are called by it.

Article 25

Employee Educational Assistance

- 25.1 The City will reimburse bargaining unit members for the cost of tuition, books and fees under the following conditions:
- A. The course must be applicable to the employee's field of work or of such nature and quality to directly contribute to the employee's value and potential growth in Public Safety/Fire Rescue.
 - B. The course must be pre-approved by the Fire Chief and the City Manager and is subject to budgetary constraints.
 - C. Only specific courses for a specific semester will be approved. Blanket approval of courses will not be granted.
 - D. The course must be a part of a degree seeking program and be at a nationally or regionally accredited institution.
 - E. Reimbursement shall be made upon completion of the approved course and submission of the course final grade.
- 25.2 Effective Contract Approval date, the City will reimburse bargaining unit members for the cost of tuition, books and fees based on state college/university rates up to a maximum of one thousand (\$1,000) dollars per fiscal year in accordance with the following schedule:
- A. 100% for attaining a final grade of "A"
75% for attaining a final grade of "B"
50% for attaining a final grade of "C"
 - B. If the course grading system is pass/fail, the City will pay 75% for a "pass" and 0% for a "fail".
- 25.3 Bargaining unit members who resign from the City before the completion of one (1) year of service from the date of their last course reimbursement must pay back to the City any money received during that one (1) year period.

Article 26

Physical Examinations

- 26.1 Bargaining unit members are required to successfully complete a physical examination on an annual basis and are subject to a fitness for duty physical examination when necessary. The physical examination provider must certify to the City that the firefighter is medically qualified to perform all functions of a firefighter, in accordance with the guidelines set forth by the Florida State Fire Marshal Bureau of Fire Standards and Training and NFPA 1582. Refusal to complete all components of an annual physical examination shall be grounds for termination.
- 26.2 The annual physical examination will include at a minimum the following: medical examination, height and weight, blood pressure, lab tests including, urinalysis and metabolic blood panel, audio screening, EKG at rest or stress (upon recommendation by the physician) and a Tuberculosis test. The cost of the annual physical examination by the City's designated physical examination provider will be paid by the City.
- 26.3 The Tuberculosis test results must be read within the time frame specified by the physician. If the test results are not read within the specified time frame, the bargaining unit member will be required to receive another Tuberculosis test at the bargaining unit member's cost. If the Tuberculosis test is not completed within 30 days of the physical examination, the bargaining unit member will be required to undergo another complete physical examination at the bargaining unit member's cost.
- 26.4 Scheduling of the annual physical examination will be at the discretion of the Department and during normal scheduled work hours, when possible. Time spent at examinations which the City requires to be taken outside regular work hours will be considered hours worked for purposes of calculating overtime.
- 26.5 The City may require a member to undergo a physical or mental examination, at the City's expense, whenever there is a reasonable belief, based on fact, that the member's fitness for duty is in question, and shall determine the nature and extent of such "fitness for duty" physical or mental examination.
- 26.6 All physical, health, and mental examination results will be maintained in separate medical files maintained in the City's Human Resources Department. In accordance with Florida Statutes, records contained in the bargaining unit member's medical files may be exempt from disclosure pursuant to public records laws. However, any release of medical file information in accordance with Florida Statutes will be under the authority of the City Clerk.
- 26.7 All physical examinations will be conducted by a provider designated by the City. However, bargaining unit members may select their own physician to perform the

same annual physical examination, including testing and lab work, with the approval of the City. The physical examination must be completed according to NFPA 1582, Standards on Comprehensive Occupational Medical Program for Fire Departments. If the bargaining unit member's personal physician performs the annual physical examination, the City will reimburse the bargaining unit member for the cost of the physical examination up to the amount charged by the City's designated physical examination provider. In addition, the personal physician will have to complete the standard physical examination results form and send to the City.

Article 27

General Provisions

- 27.1 Bargaining unit members who are on duty shall be furnished with parking facilities at the Fire Department to the extent available. Said parking facilities shall be furnished at no cost to the bargaining unit member.
- 27.2 Bargaining unit members shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Fire Chief or his designee only after seventy-two (72) hours following distribution to all department members.
- 27.3 Prior to the implementation of any new and/or revised regulations, procedures, departmental operating guidelines or personnel policies the City shall provide the new or revised items to the Union and will meet and confer with them prior to implementation. This does not impact the Union's right to impact bargain on the change.
- 27.4 Any memorandum issued will be in effect until the next annual revision of the department's operating guidelines, after which they must either be incorporated in the department's operating guidelines or shall be null and void.
- 27.5 All bargaining unit members are subject to drug/alcohol testing in accordance with the City's Drug Free Workplace Program.
- 27.6 Bargaining unit members may request an annual AIDS test to be performed at a facility designated by the City. Results of such tests shall be kept confidential.
- 27.7 The probationary period for new bargaining unit members is one (1) year; however, the period may be extended by the Fire Chief at his/her discretion for additional observation.
- 27.8 A bargaining unit member may, subject to prior approval of the Fire Chief, and review by the City Manager (within 14 calendar days), accept and be employed in an occupation off-duty, which is not in violation of Federal or State Laws or rules and regulations of the Department, providing that such employment shall not interfere with or adversely affect the performance of assigned duties. A bargaining unit member may not, however, engage in off-duty employment which is contrary to his/her medical restrictions.
- 27.9 An Extra Hours Opportunities List will be maintained for the firefighter, engineer, and fire lieutenant job classifications. Bargaining unit members will be maintained on the list based on their job classification experience in the department, with the most experienced being the highest on the list.
- 27.10 The City agrees to provide on-duty training for bargaining unit members when said training is required by the Fire Chief, Medical Director or the State of

Florida. Training will be provided in traditional (in-person) as well as online formats. Efforts will be made to offer multiple opportunities to attend and/or obtain the required training or re-certification. Should the member fail to attend the training sessions offered by the City (with the exception of being on Kelly Day or leave previously approved prior to training being announced/scheduled), the member shall be responsible to obtain the training while off-duty at his/her cost. The City shall comply with the FLSA.

Article 28

Severability Clause

- 28.1 If any article or section of this Agreement should be held invalid by operations of law or by any tribunal of competent jurisdiction, or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby.
- 28.2 The parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 29

Locker Room Facilities

- 29.1 The City agrees to provide and maintain locker room facilities for bargaining unit members, as appropriate.
- 29.2 Said locker room facilities shall consist of, but not limited to, the following: lockers, showers, training room.
- 29.3 An agent of the City shall have the right to inspect a bargaining unit member's locker space without permission of the bargaining unit member or proper authority of law, provided said inspection is done in the presence of a bargaining unit representative. The City shall be financially responsible for reimbursing a bargaining unit member for loss or destruction of property by an Agent or employee of the City during said inspection, excluding the locking device if the bargaining unit member was given the opportunity to open said locker.

Article 30

Voting

- 30.1 During a primary, special or general election, a bargaining unit member who is registered to vote, whose hours do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or after the regularly scheduled work period, it shall be considered sufficient time for voting.

Article 31

Wages

31.1 The following pay scales shall be effective during the duration of this contract:

1st full pay period following date of adoption - September 25, 2022	Minimum		Maximum	
	Hourly	Annual	Hourly	Annual
Firefighter	\$16.13	\$42,002.52	\$24.50	\$63,798.00
Engineer	\$17.67	\$46,012.68	\$27.20	\$70,828.80
Firefighter/Inspector	\$22.12	\$46,009.60	\$33.98	\$70,678.40
Fire Lieutenant	\$20.35	\$52,991.40	\$32.55	\$84,760.20
September 26, 2022 - Sept. 24, 2023	Minimum		Maximum	
	Hourly	Annual	Hourly	Annual
Firefighter	\$16.45	\$42,835.80	\$26.22	\$68,276.88
Engineer	\$18.02	\$46,924.08	\$29.10	\$75,776.40
Firefighter/Inspector	\$22.56	\$46,924.80	\$36.36	\$75,628.80
Fire Lieutenant	\$20.76	\$54,059.04	\$34.83	\$90,697.32
September 25, 2023 - Sept. 30, 2024	Minimum		Maximum	
	Hourly	Annual	Hourly	Annual
Firefighter	\$16.78	\$43,695.12	\$27.79	\$72,365.16
Engineer	\$18.38	\$47,861.52	\$30.85	\$80,333.40
Firefighter/Inspector	\$23.01	\$47,860.80	\$38.54	\$80,163.20
Fire Lieutenant	\$21.18	\$55,152.72	\$36.92	\$96,139.68

The annual hours for Firefighters, Engineer and Fire Lieutenants shall be 2604 hours. The annual hours for Firefighter/Inspectors shall be 2080 hours.

31.2 Bargaining unit members who have specified certifications shall be eligible to receive incentive pay in accordance with the requirements outlined in the department's operating guidelines. Bargaining unit members who do not complete the necessary re-certification requirements necessary to maintain these certifications shall not be paid the incentive pay amounts. The incentive pay shall be equal to 1/26th of the annual amounts and paid to bargaining unit members bi-weekly in their regular paychecks, commencing with the first pay period after eligibility has been established. New rates for incentives in the 2021-22 fiscal year that are in place for bargaining unit members at the time of contract adoption shall become effective in the first pay period following the

date of adoption. Incentive pay is included in the calculation of the bargaining unit member's FLSA hourly pay rate, however, it is not subject to merit and other pay increases. Effective upon contract adoption (or after eligibility is established following the inception of the incentive program), the qualified certifications and annual/biweekly amounts are as follows:

- Surface Water Rescue Technician \$750/\$28.85
- Technical Rescue Team SO \$1,200/\$46.15
- Technical Rescue Team SOC \$3,000/\$115.38
- Field Training Officer \$1,000/\$38.46
- Child Safety Seat Technician \$600/\$23.08
- Paramedic:
 - Effective the beginning of the first full pay period after contract approval – \$8,500/\$326.92
 - Effective September 26, 2022 – \$9,000/\$346.15
 - Effective September 25, 2023 – \$10,000/\$384.62

Bargaining unit members assigned to the department's Technical Rescue Team (TRT) shall qualify for the SO incentive. Upon meeting qualifications established in the department operating guidelines, TRT members shall receive the SOC incentive in place of the SO incentive.

Bargaining unit members must be designated by management and approved by the City's medical director to provide Advanced Life Support services as part of their official duties in order to be eligible to receive the above noted paramedic incentive pay.

The following bargaining unit members, identified below by city employee number, currently receiving the Hazardous Materials Technician and/or Confined Space/High Angle Rope Rescue Technician shall continue to receive the incentive(s) until such time as they separate from employment or become eligible and elect to receive either the SO or SOC incentive. If at any time in the future such individuals are no longer on the SO or SOC team, they will no longer be eligible to receive the Hazardous Materials or Confined Space incentives:

4226, 4435, 4675, 4866, 4966, 4972, 4981, 5048, 5066, 5148, 5530, and 5337

- 31.3 The only add on or assignment pay that will be paid to bargaining unit members is Working Out of Classification. Bargaining unit members who are required by management to work in a higher classification due to a supervisor's absence shall be compensated an additional 5% for all hours worked in the higher classification.

31.4 Bargaining unit members shall be eligible for pay increases during the duration of this contract as follows:

- Effective October 1, 2022 – September 30, 2024
 - Bargaining unit members will be eligible to receive hourly merit pay increases based on the overall rating of their twelve (12) month City employment anniversary performance evaluation as noted in Article 38 of this Agreement. Merit pay increases shall range from 2% to 4%, in accordance with the performance rating scale in use for certified fire department employees and are awarded for overall performance which meets or exceeds position/job expectations.

31.5 Merit pay increases shall not be available to bargaining unit members at the pay scale maximum. Effective October 1, 2022, lump sum merit payments in lieu of merit pay increases will be provided so long as lump sum payments are specifically included in the budget approved by the City Council.

31.6 Bargaining unit members in the following classifications shall receive the following pay increases.

- Firefighters: 8.00% effective the beginning of the first pay period after contract approval. 2.50% effective September 26, 2022, and 2.50% effective September 25, 2023.
- Engineers: 8.00% effective the beginning of the first full pay period after contract approval. 2.50% effective September 26, 2022, and 2.50% effective September 25, 2023.
- Firefighter/Inspector: 8.00% effective the beginning of the first full pay period after contract approval. 2.50% effective September 26, 2022, and 2.50% effective September 25, 2023.
- Lieutenants: 8.00% effective the beginning of the first full pay period after contract approval. 2.50% effective September 26, 2022, and 2.50% effective September 25, 2023.

Article 32

Holidays

- 32.1 The following days shall be observed as official holidays for bargaining unit members:

First Day of January (New Year's Day)

Third Monday of January (Martin Luther King Day)

Last Monday in May (Memorial Day)

The Fourth of July

First Monday in September (Labor Day)

November 11th (Veterans' Day)

Fourth Thursday in November (Thanksgiving)

Friday after Thanksgiving

December 24th (Christmas Eve)

December 25th (Christmas Day)

Bargaining unit members will become eligible for any additional holiday adopted by the City.

- 32.2 When an official holiday falls on a Saturday, eight (8) hour bargaining unit members shall observe the holiday on the Friday immediately preceding the holiday. When an official holiday falls on a Sunday, the eight (8) hour bargaining unit members shall observe the holiday on the first Monday after the holiday. Twenty-four (24) hour bargaining unit members shall observe the holiday on the actual holiday.

- 32.3 Holiday pay shall be paid in the following manner:

- A. All bargaining unit members who meet the Holiday Pay eligibility requirements outlined in Article 32.3.C. of this Agreement shall be paid Holiday Pay equivalent to eight (8) hours at the bargaining unit member's regular rate of pay. In the event that the observed holiday falls on the bargaining unit member's regularly scheduled day off, the member may request and, with the Fire Chief's approval, be given eight (8) hours off with pay in the same pay period, instead of being paid the holiday pay.

- B. All bargaining unit members who are required to work on an official holiday and do not qualify for the overtime premium as noted in Article 9 of this agreement shall be paid for all hours worked on the holiday at the rate of one and one-half (1.50) times the bargaining unit member's regular rate of pay. In addition, the bargaining unit member must meet the Holiday pay eligibility requirements outlined in Article 32.3.C of this agreement. This provision does not apply when employees are compensated for special events as outlined in Article 44.
- C. To be eligible for Holiday Pay, a bargaining unit member must meet the following requirements:
 - 1. Must be a full-time employee
 - 2. Must work on any scheduled shift seventy-two (72) hours prior to and seventy-two (72) hours after the holiday as well as the day of the holiday, if scheduled, or the bargaining unit member must be in an approved pay status on any scheduled shift not less than seventy-two (72) hours prior to and seventy-two hours after the holiday, if scheduled. Pay status shall include-members on paid annual, sick, or comp time, as well as leave due to workers' compensation and/or personal days.
- D. A bargaining unit member who reports in on the scheduled shift seventy-two (72) hours prior to and seventy-two (72) hours after the holiday as well as the day of the holiday and was unable to complete their shift due to illness, injury or emergency, shall be considered to have worked that day.

Article 33

Publication of the Agreement

- 33.1 The Union shall be responsible for printing and distributing the necessary number of copies of this Agreement to the bargaining unit members.
- 33.2 The Union and the City agree to execute duplicate originals of this Agreement.

Article 34

Promotions

- 34.1 Promotions shall be conducted as provided in the Department's Operating Guidelines.
- 34.2 Bargaining unit members promoted shall receive a pay increase to either the pay scale minimum noted in Article 31.1 of this agreement or equivalent to five (5) percent, whichever is greater.
- 34.3 The probationary period (12 months) for a promoted member may not be extended more than two (2) consecutive three (3) month periods.
- 34.4 If the promoted member does not successfully complete the probationary period, the member shall be reassigned to his/her position previously held. The member's rate of pay will be adjusted to the rate of pay prior to the promotion. All merits and any other adjustments incurred during the probationary time will be applied to the pre-promotion pay rate.

Article 35

Duration

- 35.1 This Agreement shall be in full force and effect upon ratification by the bargaining unit members and approval by the City Council. Such ratification and approval shall be made immediately following finalization of this Agreement.
- 35.2 This Agreement shall continue in full force and effect until midnight of September 30, 2024.
- 35.3 Upon expiration of this Agreement, the terms and conditions of employment of the bargaining unit members shall be governed by the status quo doctrine except that the pay increases outlined in Article 31 shall not be effective after the expiration of this Agreement. Pay increases after the expiration of this Agreement will be subject to negotiations and valid for active members at the time of contract approval.
- 35.4 Unless specifically stated herein, all changes shall be effective the beginning of the first pay period after contract approval (with the exception of merit pay increases).

Article 36

Damage or Loss to Personal Property

- 36.1 The City shall reimburse a bargaining unit member for loss or damage to personal property specifically noted in this article in the performance of his duty, subject to the procedures and restrictions set forth in the following paragraphs. No reimbursement shall be made if loss or damage results from carelessness, negligence or misuse on the part of the bargaining unit member.
- A. Lost or damaged corrective eyewear shall be reimbursed 100% of the cost of repair or replacement per bargaining unit member per incident not to exceed \$100.00. The maximum amount of reimbursement for the cost of repair or replacement of watches, wedding rings or medical identification bracelets shall be \$200 per bargaining unit member per incident.
 - B. Report of the loss of or damage to personal property must be made within the shift in which the loss or damage occurs or within a maximum of 3 calendar days if mitigating circumstances such as an injury prevent the bargaining unit member from reporting at the time of loss. Such report must include an explanation of how, when, and under what circumstances the loss occurred, and provide the brand name, original cost, and age of the item for which reimbursement is requested. The bargaining unit member's supervisor is responsible for investigating and making a recommendation to the Fire Chief concerning the claim.
 - C. To receive reimbursement, the bargaining unit members must provide a receipt for the replacement article and, if possible, the remains of the broken item.

Article 37

Pension

- 37.1 The City agrees to continue providing pension benefits to bargaining unit members in accordance with the City of Clermont Firefighters Pension Plan (Plan) in effect as approved by the pension board and City Council.
- 37.2 The Union agrees to allow the City to use 100% of all future Chapter 175 annual distributions.
- 37.3 Bargaining unit members shall contribute five and one-half (5.5%) percent of their salary toward the normal pension cost of the Plan.
- 37.4 Bargaining unit members who have reached twenty-two years of service are eligible to receive a one-time bump up in the benefit formula multiplier equal to 9% (the effect is 75% of average earnings at 22 years). All future year multipliers will be 2% up to a max of 100%.
- 37.5 All pension changes will be effective upon pension board and City Council approval and will not revert back to any prior service and will only affect future retirees beginning the first payroll date after adoption.

Article 38

Performance Evaluations

- 38.1 The City's current Performance Evaluation Policy, as outlined in the City's Employment Policies Manual is adopted hereto.

Article 39

Uniforms and Equipment

- 39.1 The City will provide uniforms and shoes to all bargaining unit members who are required to wear such uniforms and shoes in the performance of their duties at no cost to the member. The uniforms and shoes may be purchased by bargaining unit members with the annual uniform allotment established by the Fire Chief for each bargaining unit member from the City's designated provider. However, the bargaining unit member shall be responsible for any applicable clothing fringe benefit federal income taxes. The Fire Chief shall determine the style of uniform and shoes worn by the members.
- 39.2 Any uniforms provided by the City which are damaged or destroyed while a member is acting in the performance of their duties, shall be replaced by the City within a reasonable period of time at no cost to the member.
- 39.3 The City shall provide all equipment necessary to safely and effectively perform the duties and responsibilities of a sworn Firefighter at no cost to the member. The Fire Chief shall determine what equipment is necessary.
- 39.4 When it is determined that a bargaining unit member is at fault for loss or damage to City issued equipment through a careless or intentional act, in addition to any other applicable disciplinary actions an assessment may be made in accordance with the following schedule:
- A. If the loss/damage is the first occurrence within a two year period, the percentage assessed shall be 25% of the cost of repair or replacement, not to exceed fifty dollars (\$50.00).
 - B. If the loss/damage is the second occurrence within a two year period, the percentage assessed shall be 50% of the cost of repair or replacement, not to exceed seventy-five dollars (\$75.00).
 - C. If the loss/damage is the third occurrence within a two year period, the percentage assessed shall be 75% of the cost of repair or replacement, not to exceed one hundred dollars (\$100.00).
 - D. If the loss/damage is the fourth occurrence within a two year period, the percentage assessed shall be 100% of the cost of repair or replacement, not to exceed one hundred twenty-five dollars (\$125.00).
- Due to extenuating circumstances at the time of loss or damage, the member's supervisor may recommend to the Fire Chief that the assessment be waived.
- 39.5 Upon termination of employment or transfer from the department, the bargaining unit member shall return all uniforms and equipment issued to him/her in like condition as when issued, with the exception of reasonable wear and tear. If bunker gear is not returned, the employee shall be assessed a prorated cost of the gear based on age of gear, on his/her last paycheck in accordance with FLSA guidelines.

Article 40

Modified Duty Assignment

- 40.1 If a bargaining unit member is temporarily unable to perform the essential functions of his/her job due to a non-work related injury/illness, a written request for a modified duty assignment may be submitted. There shall be no modified duty status allowed a member unless, at the Fire Chief's sole discretion and in collaboration with Human Resources and the City Manager, it is determined that a necessary modified duty work opportunity exists within the Fire Department. In the event there is no modified duty work available in the Fire Department, the City Manager may approve modified duty status for work in other departments of the City.
- 40.2 If such an opportunity is available, the Fire Chief shall inform the bargaining unit member in writing of any modified duty assignment(s) and the physical capabilities required for their performance.
- 40.3 Upon the request of the Fire Chief, the bargaining unit member shall present this modified assignment information to the treating physician and obtain, at his/her expense, a written evaluation of the bargaining unit member's capacity to perform the essential functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the Chief. The Chief reserves the right to request a second opinion from a City-selected physician at the City's expense if any doubt exists concerning the member's current ability to perform the modified duties.
- 40.4 Any modified duty assignment shall be administered by the City in accordance with applicable law, including but not limited to the Americans with Disabilities Act. Modified duty may be ended at the will of the City at any time in accordance with applicable law, and shall not be subject to the grievance/arbitration provisions of this Agreement.
- 40.5 In the event a bargaining unit member suffers an on-the-job illness or injury that is compensable under Workers' Compensation, he/she shall be given preference for a light duty assignment over a member suffering a non-work related condition if there are insufficient necessary light duty work opportunities available. The process for obtaining and granting such an assignment shall be the same as noted above in Sections 40.1 – 40.4.
- 40.6 In cases where the light duty will extend beyond two pay periods, 24-hour personnel qualifying for light duty for a work-related injury shall be assigned to an 8-hour duty work cycle (M-F, 8-5) and shall be temporarily assigned as an 8-hour employee under the following conditions:
- The temporary assignment shall begin at the start of the next pay period after being assigned to light duty (for work-related injury) and extend

through the end of the pay period when the employee is released to full duty.

- The effective hourly rate for light duty (for work-related injury) shall be equivalent to the member's total base salary annual earnings at the current fire shift hourly rate (e.g. multiplying the member's 24-hour hourly rate by 2,604 and then dividing by 2,080).
- All eligible incentives will remain in effect during this time.
- While temporarily assigned, the member's vacation and sick leave shall accrue at the same rate as other 8-hour city employees, and use of leave shall be hour for hour.
- 24-hour personnel separating from employment while on modified duty status shall have all benefits and unused leave paid out at the 24-hour fire shift hourly rate.
- Unusual circumstances outside what is described above may be approved by Fire Chief and City Manager.

40.7 A bargaining unit member performing a modified duty assignment will be paid only for time actually worked and at his/her regular straight time rate of pay. No additional or overtime hours may be worked when a member is performing a modified duty assignment. Members may utilize accumulated and available sick, vacation, or personal time to make up a loss in pay if the modified assignment does not require at least eighty (80) hours in a biweekly pay period.

Article 41

Smoking and Tobacco Use

- 41.1 It is understood that smoking and other forms of tobacco use is a known hazard to the health of employees, including members of the bargaining unit. In an effort to improve the health of bargaining unit members and to decrease the costs associated with treating tobacco related illnesses, bargaining unit members are required to adhere to the City's Smoking and Tobacco Use Policy in effect at the time unless otherwise stipulated in this Agreement.
- 41.2 Employees Hired after October 1, 2015 must be tobacco (all forms) free for 1 year prior to employment and must remain tobacco (all forms) free for the duration of their employment.
- 41.3 Employees hired prior to October 1, 2015 shall abide by the City's Smoking and Tobacco Use Policy.

Article 42

Health and Safety

- 42.1 It is the goal of the City and the Union to maintain the highest standards of workplace safety in the Fire Department in order to minimize accidents, injuries, illness and death in the fire Service. In an effort to accomplish this goal, the City agrees to the formation of a Fire Department Safety Committee that will be in compliance with the requirements as set forth in Florida Statutes 633.810.
- 42.2 All bargaining unit members shall be required to pass the annual physical agility test. The physical agility test shall be conducted in accordance with Department Operating Guidelines.

Article 43

Reduced Activity Period

- 43.1 Subject to operational needs, there shall be a period of reduced activity on each shift which should normally run from 1700 to 0700. During the reduced activity period, on-duty employees shall be in uniforms as required by the departmental operating guidelines and be ready to respond immediately to calls. After 1700, the on-duty crew shall complete the station duties for the day not yet completed before the reduced activity period, as well as other duties which the Fire Chief, or his/her designee, determines are necessary to be completed before the end of the shift.

Article 44

Special Events

44.1 “Special events” are defined as events in which a permit is required for activities/special events and for reserved use of City facilities. Special Events are temporary assemblies held on regulated property within the City of Clermont and shall include, but not be limited to, any ceremony, exhibition, show, concert, pageant, rally, private entertainment events, seasonal holiday sales, professional performances, concerts, parades, street dances, sporting events, festivals, competitions, art shows, runs/races/walks or assembly which is likely to attract participation of more than two hundred fifty (250) and any event where fireworks shall be used, exploded or displayed.

This definition shall be extended to events, which are City sponsored and/or when a permit is waived, requiring firefighter staffing. The Fire Chief or his designee will review the public safety impact of each of these events and shall determine, if Fire and/or Emergency Medical Services (EMS) resources are needed. Examples of events that will be paid by the city under this agreement include but are not limited to:

- Earth Day Lake Clean Up
- Light Up Clermont
- Red, White and Boom
- Sips and Salsa
- National Night Out
- Great Clermont Campout
- CPD’s PD Honor the Fallen 5K
- CPD’s Alzheimer’s 5K
- Other events that are out of the ordinary, which the Fire Chief has obtained consensus from the city manager, prior to advertising the assignment as a special event.

44.2 Bargaining unit members working a special event will be considered to be on duty.

44.3 Bargaining unit members who work the Special Event outside of their regularly scheduled shift and do not qualify for the overtime premium noted in Article 9.17 of this contract shall be paid for all hours worked the Special Event at the rate of one and one-half times (1.5) the bargaining unit member’s regular rate of pay.

44.4 The hours worked during the special event will be considered time worked for purpose of overtime calculation in the work period in which the special event occurred, in accordance with the Fair Labor Standards Act.

44.5 Compensation earned while working special events shall be considered pensionable and is taxable.

44.6 Special events duty shall be assigned in accordance with Article 2 Prevailing and

Management Rights 2.2; Article 27 General Provisions 27.9 Extra Hour Opportunities; Article 9 Overtime, Overtime Pay and Compensatory Time, and any and all articles applicable in the collective bargaining agreement effective January 24, 2017. Article 10 Extra-Duty shall not apply. Voluntary and mandatory special event assignments shall be paid in the same manner, in accordance with items 45.3 through 45.5.

- 44.7 If a special event detail is unfilled and where minimum staffing allows and in-service units are not removed from service, personnel shall be moved from available in-service units prior to issuing a mandatory overtime call out.
- 44.8 This agreement does not include special event hours that are paid by the vendor through a third party system (such as Detail Kommander).

Article 45

Complete Agreement

- 44.1 This Agreement constitutes the entire Agreement and understanding between the parties and subject to applicable law. This Agreement shall not be modified, altered, changed, or amended in any respect except upon the mutual agreement set forth in writing and signed by the authorized representatives of both parties. Furthermore, this Agreement supersedes any and all previous agreements and understandings between the parties, either written or orally.

**NEGOTIATING TEAM FOR THE CLERMONT PROFESSIONAL
FIREFIGHTERS UNION LOCAL 4350**

Aaron Nickerson, President

Jacob Greenwell, Vice President

Bruce Wisniewski, Treasurer

Jeffrey Ty Chapel, Secretary

NEGOTIATING TEAM FOR THE CITY OF CLERMONT

Brian M. Bulthuis, City Manager

Nadine Ohlinger, Human Resources Director

David Ezell, Fire Chief

Pamela Brosonski, Finance Director

Steven Rosenthal, Chief Negotiator, The Training Tree

**THIS AGREEMENT APPROVED UPON ADOPTION BY THE CITY COUNCIL OF THE CITY
OF CLERMONT ON THE 8TH DAY OF MARCH, 2022.**

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2022		
Agenda Item Name		
Comprehensive Plan Proposal and Budget Amendment		
Requested Action		
Requesting approval to utilize East Central Florida Regional Planning Council to complete the Evaluation and Appraisal Report in the total amount of \$45,000 and a budget amendment for the same,		
Staff Report		
Staff is recommending approval to utilize the East Central Florida Regional Planning Council (ECFRPC) to complete the City's Evaluation and Appraisal Report (EAR) for the Comprehensive Plan. The EAR is a look back into how our current Comprehensive Plan has served the city, and is a time to identify deficiencies in the comprehensive plan. The ECFRPC is staffed and qualified to perform this task. Their proposal for this work will be \$45,000 and will be performed prior to the state's required deadline of October 1, 2022. A budget amendment in the amount of \$45,000 is being requested.		
Additional Analysis		
Fiscal Impact Summary		
The current year's approved budget does not have funds for this project. A budget amendment from General Fund reserves in the amount of \$45,000 is recommended. Department Account Code: 10515-53160		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ECFRPC SOW - Clermont EAR	ECFRPC SOW - Clermont EAR.pdf	



East Central Florida Regional Planning Council

455 N. Garland Avenue, Orlando, FL 32801
Phone 407.245.0300 • Fax 407.245.0285 • www.ecfrpc.org

Hugh W. Harling, Jr. P.E.
Executive Director

East Central Florida Regional Planning Council Proposal to the City of Clermont to Conduct the Comprehensive Plan Evaluation and Appraisal Report

The ECFRPC will provide technical planning assistance to the City of Clermont as requested by City planning staff to complete the Evaluation and Appraisal Report (EAR). Per Florida Statute Subsection 163.3191(1)-(5), the EAR occurs at least once every 7 years by Florida's local governments to assess if plan amendments are necessary to reflect changes in state requirements since the last comprehensive plan update. The EAR documents updates to its Comprehensive Plan to meet changes in the State's comprehensive plan requirements. The City's EAR is due in October 2022.

The ECFRPC will work with City Planning staff to obtain access to all necessary planning documents, codes, data, and procedures to complete the EAR and update necessary maps. The ECFRPC will complete determined maps as deemed appropriate by the City and ECFRPC. The ECFRPC will provide findings and comments to the City and will incorporate, where appropriate, into the EAR.

The ECFRPC will be responsible for assessing all comprehensive plan elements including: Future Land Use, Capital Improvement, Recreation and Open Space, Sanitary Sewer, Stormwater Management, Potable Water, Aquifer Recharge, Solid Waste, Conservation, Housing, Intergovernmental Coordination, and Transportation.

A monthly team meeting will be held to provide opportunities for the City to assess progress, discuss direction, and provide input.

The total cost assigned includes monthly meetings and coordination with City planning staff and two board meetings which may include Planning and City Commission meetings necessary to approve the EAR.

The ECRPC will invoice the City July 15th (50%) and September 30th (100% completion).

Total Cost: \$45,000

Task 1: Comprehensive Plan and Data Audits

The ECFRPC will create spreadsheets to review the adopted Comprehensive Plan Goals, Objectives, and Policies (GOPs) and will populate each element's spreadsheet with adopted GOPs. The ECFRPC will identify which, by Florida Statutes Chapter 163.3177,

Executive Committee

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Emily Bonilla
County Commissioner
Orange County

Vice Chair
Bryan Lober
County Commissioner
Brevard County

Secretary
Amy Lockhart
County Commissioner
Seminole County

Treasurer
Julian Green
City Commissioner
City of Wildwood
Sumter County

Immediate Past Chair
Sean Parks
County Commissioner
Lake County

Member at Large
Craig Estep
County Commissioner
Sumter County

Member at Large
Peggy Choudhry
County Commissioner
Osceola County

may be kept unchanged, revised, or should be removed from the Plan. Additional GOP requirements will be added to the spreadsheets.

The tracking sheets will provide an on-going internal tracking of the adopted GOPs. They will offer the opportunity to pose questions pertaining to the City's direction, operations, reason for modification, etc.

The ECFRPC will also create spreadsheet tracking documents similar to the above GOP tracking documents for auditing Comprehensive Plan data including maps, tables, and figures. The ECFRPC will determine data items required by Florida Statutes, those identified in the adopted Comprehensive Plan that should be included in the upcoming rewrite, and any additional items identified as being an asset for inclusion. The team will also coordinate with the City to obtain data from the City to complete gaps as appropriate for each Comprehensive Plan element.

Deliverables:

GOP Audit tracking sheet*
Data Audit tracking sheet*

*EAR audit tracking sheets will be living documents reflecting updates necessary for the EAR as well as notes for considerations in comprehensive plan rewrite phase.

Timeframe: March 9th – July 15th

Task 2: Evaluation and Appraisal Report Writing

The Evaluation and Appraisal Report will focus only on items that address changes to State comprehensive plan requirements and relevant local conditions. The ECFRPC will conduct a citywide assessment that addresses changes in local conditions relevant to the EAR, including but not limited to the following: population growth, change in incorporated land area, and vacant and developable land analysis.

Deliverables:

Draft of EAR in Word and pdf formats (July 31st)
Final EAR in Word and pdf formats (August 31st)

Timeframe: May 30th – August 31st

Timeframe: March 9, 2022 – September 30, 2022

Executive Committee

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County Commissioner
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Amy Lockhart
County Commissioner
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Treasurer
Julian Green
City Commissioner
City of Wildwood
Sumter County

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Sean Parks
County Commissioner
Lake County

Member at Large
Craig Estep
County Commissioner
Sumter County

Member at Large
Peggy Choudhry
County Commissioner
Osceola County



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 8, 2022		
Agenda Item Name		
Ordinance No. 2022-010 <i>Chicone Property Transmittal</i>		
Requested Action		
Recommend tabling until April 12th.		
Staff Report		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2022-010 - Chicone CPA (02.16.2022 V1)	Ord. 2022-010 - Chicone CPA (02.16.2022 V1).pdf	
2. 2020-010 Before map	2020-010 Before map.pdf	
3. 2020-010 after map	2020-010 after map.pdf	
4. 2022-02-01 - Chicone Property - Conceptual Lotting Plan	2022-02-01 - Chicone Property - Conceptual Lotting Plan.pdf	
5. Chicone Justification Report 03192021	Chicone Justification Report 03192021.pdf	
6. Comp-Plan-Application-Pulte Chicone PUD	Comp-Plan-Application-Pulte Chicone PUD.pdf	
7. CPA Legal Ad Chicone	CPA Legal Ad Chicone.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2022-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT 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

PARCEL 1:

The Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 23 South, Range 26 East, Lake County, Florida, lying South of a right-of-way for a road which right-of-way is described as follows: Beginning 1348 feet South of the Northeast corner of Section 24, Township 23 South, Range 26 East; run thence Westerly 2590 feet to a point 1369 feet due South of the North line of Section 24; run thence Northwest to a point on the North and South center Section line of Section 24, 1325 feet South of the North 1/4 corner of said Section 24; run thence West to the East boundary of the West 1/2 of the Northwest 1/4 of said Section 24; thence South along said East line of the West 1/2 of the Northwest 1/4 of said Section 24, 20 feet; thence East to a point on the North and South center line of Section 24, 1345 feet South of the North 1/4 corner of said Section 24; thence Southeasterly to a point 1389 feet due South of the North line of said Section 24; thence Easterly 2590 feet to a point on the East line of said Section 24, 1368 feet South of the Northeast corner of said Section 24; thence North 20 feet to the Point of Beginning. Also a perpetual easement and right-of-way for ingress and egress over and upon the land lying within aforesaid right-of-way.



CITY OF CLERMONT
ORDINANCE NO. 2022-010

PARCEL 2:

The Northwest 1/4 of the Northwest 1/4 of Section 24 and the East 15 feet of the Northeast 1/4 of the Northeast 1/4 of Section 23 all in Township 23 South, Range 26 East, Lake County, Florida.

and

The North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 24, Township 23 South, Range 26 East, in Lake County, Florida.

and

The North 1/2 of the Northeast 1/4 of the Northwest 1/4, and the North 1/2 of the North 1/2 of the Northeast 1/4, all in Section 24, Township 23 South, Range 26 East, Lake County, Florida.

and

The South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 24, Township 23 South, Range 26 East, Lake County, Florida.

and

The South 1/2 of the Northeast 1/4 of the Northwest 1/4, and the South 1/2 of the North 1/2 of the Northeast 1/4, plus the strip of land lying North of the center line of the clay road, along the Northern line of the South 1/2 of the Northeast 1/4, all in Section 24, Township 23 South, Range 26 East, Lake County, Florida.

LESS AND EXCEPT: The Westerly 45.00 feet of the Southerly 35.00 feet of the Northerly 48.00 feet of the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 23 South, Range 26 East, Lake County, Florida.

ROSS PARCELS:

The Southwest 1/4 of the Northwest 1/4 of Section 24, and the East 15 feet of the Southeast 1/4 of the Northeast 1/4 of Section 23, all in Township 23 South, Range 26 East, in Lake County, Florida.

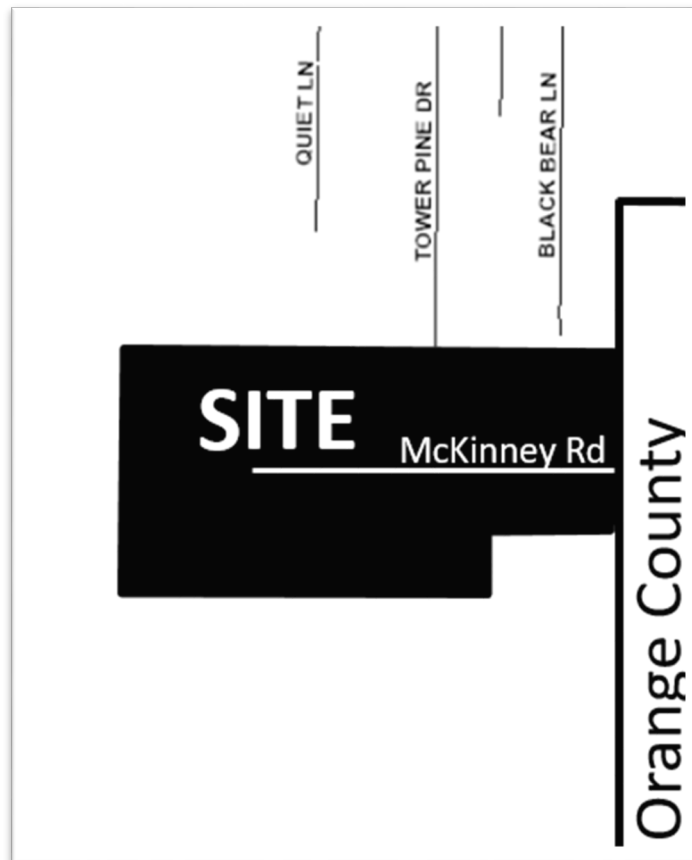
FABRY PARCEL 1:

All that part of the SW 1/4 of the NE 1/4 of Section 24, Township 23 South, Range 26 East, lying South of a right of way for road which right of way is described as follows: Beginning 1348 feet South of the Northeast corner of Section 24, Township 23 South, Range 26 East, run thence Westerly 2590 feet to a point 1369 feet due South of the North line of Section 24, run thence Northwest to a point on the North and South center Section line of Section 24, 1325 feet South of the North 1/4 corner of said Section 24, run thence West to the East boundary of the West 1/2 of the NW 1/4 of said Section 24, thence South along said East line of the West 1/2 of the NW 1/4 of said Section 24, 20 feet, thence East to a point on the North and South center line of said Section 24, 1345 feet South of the North 1/4 corner of said Section 24, thence Southeasterly to a point 1389 feet due South of the North line of said Section 24, thence Easterly 2590 feet to a point on the East line of said Section 24, 1368 feet South of the Northeast corner of said Section 24, thence North 20 feet to the Point of Beginning, said lands lying and being in Lake County, Florida. ALSO a perpetual easement and right of way for ingress and egress over and upon the lands lying within the aforesaid right of way, said land lying and being in Lake County, Florida.

FABRY PARCEL 2:

West 1/2 of North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 23 South, Range 26 East, lying South of a right of way for road which right of way is described as follows: Beginning 1348 feet South of the Northeast corner of Section 24, Township 23 South, Range 26 East, run thence Westerly 2590 feet to a point 1369 feet due South of the North line of Section 24, run thence Northwest to a point on the North and South center Section line of Section 24, 1325 feet South of the North 1/4 corner of said Section 24, run thence West to the East boundary of the West 1/2 of the NW 1/4 of said Section 24, thence South along said East line of the West 1/2 of the NW 1/4 of said Section 24, 20 feet, thence East to a point on the North and South center line of said Section 24, 1345 feet South of the North 1/4 corner of said Section 24, thence Southeasterly to a point 1389 feet due South of the North line of said Section 24, thence Easterly 2590 feet to a point on the East line of said Section 24, 1368 feet South of the Northeast corner of said Section 24, thence North 20 feet to the Point of Beginning, said lands lying and being in Lake County, Florida. ALSO a perpetual easement and right of way for ingress and egress over and upon the lands lying within the aforesaid right of way, said land lying and being in Lake County, Florida.

Property as shown hereon contains: 13,220,321 square feet or 303.50 acres more or less



LOCATION

3 miles east of Schofield Road and US Hwy 27 intersection
 West of the Orange County line, adjacent to McKinney Road

Approx. 304 +/- Acres

Alternate Keys 1029198, 2689919, 1122848, 1070970, 1029201, 1594545



CITY OF CLERMONT
ORDINANCE NO. 2022-010

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY: WELLNESS WAY 3
TO CITY OF CLERMONT: MASTER PLANNED DEVELOPMENT

SECTION 2: 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 3: PUBLICATION & 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. 2022-010

ORDAINED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida,
this 24th day of May, 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

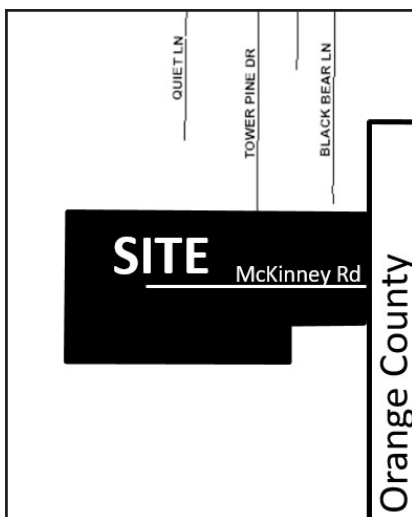
CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN

ORDINANCE NO. 2022-010

The City of Clermont will hold public hearings on Tuesday, March 1, 2022 at 6:30 P.M. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map; and on Tuesday, March 8, 2022 at 6:30 P.M. before the City Council to consider introduction of the ordinance and transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the property below from Lake County Wellness Way 3 to City of Clermont Master Planned Development.

The City of Clermont will hold a public hearing on Tuesday, May 24, 2022 (final hearing) beginning at 6:30 P.M. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



Location:

3 miles east of Schofield Road and US Hwy 27 intersection
West of the Orange County line, adjacent to McKinney Road
Approx. 304 +/- Acres

Alternate Keys 1029198, 2689919, 1122848, 1070970,
1029201, 1594545

ORDINANCE #2022-010:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The public hearings will be held at Clermont City Hall, inside the first floor City Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711 and are open to public comment. Please call (352) 241-7335 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (first floor, City Hall) between 8 A.M. and 5 P.M. Monday through Friday.

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, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk