



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, July 11, 2023**

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. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should avoid personal attacks and derogatory statements. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Parks and Recreation

PUBLIC COMMENT

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the minutes of the May 31, 2023 Council Ethics Training and the minutes of the June 13, 2023 and June 27, 2023 Council Meetings.

Item No. 2 - Grant Approval and Budget Amendment

Consider an Assistance to Firefighter Grant to purchase fitness equipment for Station 4 and a budget amendment in the amount of \$10,000 which will be reimbursed once the grant is closed.

Item No. 3 - Piggyback Contract

Consider approval to piggyback, the City of Gainesville contract with Asphalt Paving Systems, Inc. to provide pavement management.

Item No. 4 - Bid Award

Consider awarding to Fehl Safe Water Systems to purchase well pump motors in the budgeted amount of \$57,000.

Item No. 5 - Bid Award

Consider awarding RFP to Inside Edge Commercial Interior Services LLC to replace the Champion Splash pad surface in the total budgeted amount of \$118,346.68.

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| Item No. 6 - Bid Award and Budget Amendment | Consider awarding to B & B Outdoor, LLC to construct a new concrete sidewalk along Osceola Street from Lake Avenue to 5th Street for the amount of \$66,125.00 with a budget amendment for \$24,741.72 from general fund restricted funds. |
| Item No. 7 - Lake County School Resource Officer Program Agreement Approval | Consider the agreement between the School Board and the City of Clermont for the continued SRO Program for the 2023-2024 school year. |
| Item No. 8 - Canvassing Board Appointment | Consider appointing canvassing board members for the August 22, 2023 Primary Election and November 7, 2023 Municipal General Election. |
| Item No. 9 - Taste of South Lake Event and Open Container Request and Boat Ramp Closure | Consider allowing the South Lake Chamber of Commerce to have an open container area and boat ramp closed for the event on November 2, 2023 at Waterfront Park. |
| Item No. 10 - Clermont Taco and Margarita Festival and Open Container Request | Consider allowing Les Allier to host an event and open container area on May 4 - 5, 2024 at Waterfront Park. |

NEW BUSINESS

- | | |
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| Item No. 11 - Joint Planning Area (JPA) Review
<i>Green Mountain/Old SR 50 PUD</i> | Consider providing comments on a project in Lake County consisting of 534 dwelling units on 123 acres. |
| Item No. 12 - Ordinance No. 2023-020 <i>Intro Sidewalk Cafe Permit LDC Amendment</i> | Consider an amendment to the Land Development Code, Section 125-526 Sidewalk Cafe permits. |

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

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Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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

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

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

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, parks and recreation programming enhance our quality of life by contributing to healthy lifestyles, building community, creating economic development and encouraging environmental stewardship; and

Whereas, recreation creates opportunities for people of all ages and cultures to participate in activities that encourage health, education, and social interaction; and

Whereas, parks and recreation programs boost the economy, enhance property values, attract new business, increase tourism, and reduce crime; and

Whereas, parks, trails and open spaces provide encounters in nature, maintenance of clean air, and the protection of plant and animal wildlife; and

Whereas, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have been ill or disabled; and

Whereas, parks and recreation staff have continued to provide critical services to their communities by caring for the children of front line workers, providing meals to families, and continuing to provide safe spaces for people to maintain healthy lifestyles; and

Whereas, the National Recreation and Park Association and the Florida Recreation and Park Association have designated July as Parks and Recreation Month;

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the month of July, Two Thousand and Twenty Three as:

Parks and Recreation Month

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 11th Day of July in the year Two Thousand and Twenty Three.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
CITY COUNCIL ETHICS TRAINING
May 31, 2023

The City Council met in a noticed training on Wednesday, May 31, 2023. City Attorney Mantzaris called the meeting to order at 1:30pm with the following Council Members present: Council Members Pines, Purvis, Entsuah, Gonzalez and Mayor Murry.

Other City officials present were City Attorney Mantzaris and Records Administrator Price.

PRESENTATION

City Attorney Mantzaris introduced the presentation and explained annual ethics training is a state mandated requirement for all of Florida's municipal elected officials. The presentation was given via PowerPoint, and covered the following topics:

- Ethics in Government
- Open Meetings Law at the State versus Local Government
- Rights of the Public to Participate to be Heard
- Resolution 2021-003R, Council Rules of Conduct
- Chapter 112, Section 112.3142 Conduct of Elected Officials
- Voting Conflicts
- Financial Disclosures
- Commission on Ethics
- What is a Public Record
- Responding to Public Records
- Sunshine Law

Council discussed the Ethics Commission, what constitutes an ethical violation and who can report a violation. They went on to discuss public comments at public hearings and the use of speaker cards.

City Attorney Mantzaris informed the Council that if they feel they have a conflict of interest prior to voting on an item, to contact the Clerk's office preferably prior to the meeting to complete the correct form.

City Attorney Mantzaris spoke on the importance of submitting Financial Disclosures on time and talked about the new law that passed where in 2024 elected officials will be required to file a Form 6 and all filing will be completed online.

Discussion ensued regarding public records requests and how to respond to a request, records exemptions and having to site an exemption when redacting. Council discussed the retention of records, storage of records and the city's records disposal procedures.

The last topic Council discussed was regarding the Sunshine Law. The discussion included the rules of having open meetings, what can be discussed at closed litigation sessions and noticing meetings.

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May 31, 2023

With no further comments or questions, the training ended at 4:59pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 13, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, June 13, 2023 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Gonzalez, Entsuah, Pines and Purvis.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Police Chaplain James Pagan gave the invocation followed by the Pledge of Allegiance.

PUBLIC COMMENTS

Dani Page, Tuscany Ridge - expressed concern regarding funds used for the Juneteenth event.

Sharon Keys, 644 W. Osceola Street, Lincoln Park South Lake Alliance – invited all to the Juneteenth celebration.

Brian Punch, 450 E. Lakeshore Drive – expressed concern regarding speeding on Lakeshore Drive between East Avenue and Hooks Street.

City Manager Bulthuis asked Deputy Police Chief Gracyzk to meet with Mr. Punch regarding his concerns.

Charlene Forth, 939 W. Desoto Street - spoke on elected officials.

AGENDA CHANGES

City Manager Bulthuis stated that Consent Agenda Item 7 –Clermont Main Street Events 2023 was being removed from the agenda and would be brought back at a later date.

City Clerk Howe read a Juneteenth Proclamation and Mayor Murry presented the proclamation to Sharon Keys.

REPORTS

CITY MANAGER REPORT

- June 20, 2023 City Council workshop is canceled
- July 4, 2023 Planning and Zoning meeting canceled.
- Wine Stroll on Friday from 6:30PM to 9PM.
- Mega Food Truck Event on June 24 downtown.
- Clermont Craft Beer Festival on June 25 at Waterfront Park.
- Juneteenth celebration this Saturday at Waterfront Park.

CITY ATTORNEY REPORT – No Report

CITY COUNCIL REPORT

Council Member Pines – No report.

Council Member Gonzalez – No report.

Council Member Purvis –

- Urged all resident to research the history of Clermont.

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Council Member Entsuah –

- Attended Lake Legislative Breakfast.
- Thanked staff for the Memorial Day event.

Mayor Murry –

- Attended Lake Legislative Breakfast.
- Attended luncheon for the volunteers at the Clermont Performing Arts Center.
- Memorial Day celebration went well, appreciate the work of the VFW.
- Invited all to the Juneteenth celebration.

City Manager Bulthuis announced that Public Services are doing regular preventive maintenance on fire hydrants.

Council Member Entsuah inquired about the utility system going through an update. City Manager Bulthuis stated that there is an update and the system is currently down, will be back up next week.

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 – First Amendment to Lease Agreement

Consider approval of the first amendment to extend the lease agreement for McKinney Park between the City of Clermont and the School Board of Lake County.

Item No. 2 – Change Order Approval

Consider approval of Change Order 1 to the Public Works Facility furniture contract with Commercial Design Services, Inc. to acquire additional furniture in the amount of \$27,604.01.

Item No. 3 – Piggyback City of Port Orange Contract and Budget Amendment

Consider piggybacking contracts No.CA5252 with Shelly's Septic Tank, Inc. d/b/a/ Shelly's Environmental Systems to provide bio solids disposal services.

Item No. 4 – Purchase of Vehicles for Police and Budget Amendment

Consider purchasing from the State of Florida contract number 25-00000-21-STC with Step One Automotive Group to acquire five (5) 2023 Ford F150 Police Responders in the amount of \$224,975.00 with a Budget Amendment in the Infrastructure Fund in the amount of \$400,000.

Item No. 5 – RFQ Award and Budget Amendment For Fire Station #2

Consider approval of RFQ award to Powell Studio Architecture LLC to provide design, architectural and engineering services for the construction of Fire Station #2 in the amount of \$599,975.00 with a budget amendment for a project budget of \$660,000.00.

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Item No. 6 – Bid Award

Consider approval of bid award to CMM Roofing, Inc. to replace the roof at City Hall in the amount of \$214,950.

Item No. 7 – Clermont Main Street Events 2023
Road Closure Request

Consider the request from Clermont Main Street to approve the remainder of the 2023 season and road closures for all events.

Council Member Purvis moved to approve Consent Agenda Items 1-6 as presented; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 8 – Variance Request 274 Crystal Lake Drive

Development Services Planner Kruse presented the item. This agenda item was continued from the April 11 and May 23 City Council meeting at the request of the applicant. The applicant has provided 2 options for additional parking that is a part of the packet. The property owner is requesting a variance to the Land Development Code for property located at 274 Crystal Lake Drive. The variance request is to allow for a front yard setback of 15 feet instead of 25 feet as required by the Land Development Code. The property is zoned R-2, Medium Density Residential. The property is developed with a single family home that was constructed in 1951. The owner would like to convert the home into a duplex, which compels the variance request. The property fronts Crystal Lake Drive and the existing home, based upon a recent site plan, is located 15 feet from the right of way line. The owner would like to add an addition, approximately 117 square feet, on the southwest corner of the home to make it symmetrical and add more square footage for the second unit. The addition would be built out to the existing front building line that is 15 feet from Crystal Lake Drive right-of-way line.

Section 101-246 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on one of the five criteria. In addition, the parking options provided do not meet the code for a 5 foot side property setback. Staff recommends denial of the variance request.

Applicant was not present.

Mayor Murry opened the public hearing.

Robert Lagada 143 W. Montrose Street – spoke in opposition to the variance request.

Charlene Forth, 939 W. Desoto Street – spoke in opposition to the variance request.

Mayor Murry closed the public hearing.

City Manager Bulthuis confirmed with the City Clerk that the item was tabled to date certain for this meeting.

Development Services Planner Kruse confirmed the meeting with the applicant's representative, Jimmy Crawford and received information from both Mr. Crawford and the applicant for this meeting.

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Council Member Purvis stated the request does not fit the neighborhood and it is not compatible.

Council Member Purvis moved to deny Item No. 8, Variance Request for 274 Crystal Lake Drive; Seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

Item No. 9 – Variance Request *USA Roller Chain*

Development Services Planner Kruse presented the item. This agenda item was tabled from the May 23 City Council meeting. The applicant is requesting a variance to the Land Development Code, to allow for a reduction to the required landscape buffer. The subject property is located at 16310 Granville Avenue and the zoning is M-1 Industrial. The property was annexed in 2022, prior to the start of the new building. The applicant will be installing the required shrub row, majority of the understory trees and limited canopy trees. The site does have some limitations present that could be a hardship, such as underground utility placement and overhead electrical lines.

The Land Development Code, Chapter 118, requires a minimum perimeter landscape buffer adjacent to any rights of way and between abutting properties. The intent of the buffer is to enhance the aesthetic appearance and to minimize any adverse visual effects of industrial type uses. Since the buffer contains less than the required number of trees, staff is unable to recommend approval of the variance request. However, City staff and the applicant met onsite on May 25 to discuss the landscape plan and options. A revised landscape plan has been submitted and is part of the packet. The applicant has increased the number of trees onsite; for a total of 24 trees. Staff understands the challenges onsite and is supportive of the revised landscape plan. Today, staff received an email of support from a property owner across the street, as well.

The applicant, Taylor Ziegler, stated that she met with staff and they were able to add more landscaping and trees to come closer to what the code requires.

Mayor Murry opened the public hearing. No comments. Mayor Murry closed the public hearing.

Council thanked the applicant for working with staff and compromising, they support the request.

Council Member Pines moved to approve the Variance Request based on the newly submitted plan; Seconded by Council Member Entsuh. Passed unanimously 5-0 with all members present voicing aye.

City Manager Bulthuis asked the owner of the company to explain what the company does. Scott Beckett, Owner of USA Roller Chains provided history of the business. The company is growing rapidly and will be moving the whole team in 2024.

Item No. 10 – Ordinance No. 2023-017 *Final*

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 66, "UTILITIES" ARTICLE VII "WATER EFFICIENT IRRIGATION AND LANDSCAPE" DELETING SECTION 66-207 "ENFORCEMENT" AND SECTION 66-221 "FINE SCHEDULE" AND CREATING NEW DIVISION 4 "ENFORCEMENT", SECTION 66-240 "ENFORCEMENT" AND SECTION 66-241 "PENALTIES"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

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City Clerk Howe read the title aloud.

City Manager Bulthuis presented the item. The current irrigation code includes language on irrigation time restrictions. Staff requested amending the code to impose a fine if someone is irrigating at improper times. The purpose of the amendment is to get residents to conserve water, comply with the code and be able to enforce the fine, if needed.

Mayor Murry opened the public hearing.

Bryan Bain, 3578 River Run, Code Enforcement Board Member – inquired why the code states that the Code Enforcement Board shall not have authority to reduce a fine.

City Attorney Mantzaris explained that this is not a standard action under Chapter 162, Code Enforcement Board authority. In this capacity, the Code Enforcement Board is sitting as the appellate. The fine is to be set based on statute, the Code Enforcement Board only has one role which is to determine whether the violation occurred.

Mayor Murry closed the public hearing.

Council Member Purvis moved to approve Item No. 10 Ordinance No. 2023-017;
Seconded by Council Member Pines.

Council Member Entsuah confirmed that there is no sunset on this Ordinance. City Manager Bulthuis stated that he was correct.

The motion passed by roll call vote 5-0.

Item No. 11- Ordinance No. 2023-018, Impact Fee Schedule, Final

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING CODE OF ORDINANCES CHAPTER 2, “ADMINISTRATION” ARTICLE VI, “FINANCIAL MATTERS” DIVISION 2 “IMPACT FEES”; AMENDING SECTION 2-264 “IMPACT FEE SCHEDULE” PROVIDING FOR A NEW IMPACT FEE SCHEDULE ADJUSTING AND INCREASING WASTEWATER, POLICE, FIRE AND RESCUE SERVICES AND PARKS AND RECREATION IMPACT FEES; FINDING THAT DUE TO EXTRAORDINARY CIRCUMSTANCES THERE IS A PRESENT AND IMMEDIATE NEED TO INCREASE THE WASTEWATER, POLICE AND FIRE RESCUE SERVICES IMPACT FEES; PROVIDING FOR LIBERAL CONSTRUCTION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

City Manager Bulthuis presented the item. Under the State of Florida, cities and counties are allowed to charge impact fees for new development. The City of Clermont charges impact fees for Police, Fire, Parks & Recreation, Water and Sewer and Lake County handles Roads and Transportation. The city hired Raffellis to conduct a study on impact fees. Per state law, there were multiple meetings with city staff, two public workshops and the first and second reading of the ordinance.

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If Council finds there to be extraordinary circumstances then the city can adopt rates at a higher level instantly rather than phase them in over years. Staff is recommending Council adopt by extraordinary circumstances all but Parks & Recreation which will be phased in.

There is a 90 day waiting period to increase the fees once the ordinance is adopted. If approved, the new fees will go into effect on October 1, 2023.

Council discussed what can be purchased with impact fee funds.

Mayor Murry opened the public hearing.

Keith Mullins, Drew Avenue – spoke in support of increasing the impact fees.

Mayor Murry closed the public hearing.

Council Member Gonzalez moved to approve Ordinance No. 2023-018; Seconded by Council Member Purvis. The motion passed by roll call vote 5-0.

City Manager Bulthuis informed Council that it is recommended to review impact fees every three to four years. Mayor Murry stated that council can only raise fees every four years.

NEW BUSINESS

Item No. 12 – Variance Request, 1606 Indian Shores Drive

Development Services Planner Kruse presented the item. The property owner is requesting a variance to the Land Development Code, for property located in the Indian Shores Subdivision. The variance request is to allow for a rear yard setback of 10 feet instead of 25 feet as required by the Land Development Regulations. The property is zoned R-1-A, Single Family Low Density Residential and the single family home was constructed in 2006. The owner would like to construct a patio addition, which includes extending the roof line coverage with the same architectural roofing materials (shingles) as the primary residence. The proposed structure meets the criteria for an addition to the home, instead of an accessory structure that is usually constructed with an aluminum roof that would be allowed to be located 10 feet from the rear yard property line. The patio may be constructed in a manner that allows habitation of the space. The proposed addition to the home may be considered as intrusive to adjacent property owners because the proposed addition to the home will be located approximately 10 feet from the rear property line instead of the required 25 feet.

Section 101-246 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all five of the review criteria. Therefore, staff recommends denial of the requested variance.

The applicant, Raymond Mason, is present and stated he would just like to extend the roof.

City Manager Bulthuis asked the applicant if the variance request was to enclose the space or just add a roof to have a covered patio. Mr. Mason stated the goal is to have a screened in porch.

Council discussed the difference between a patio and a screened in porch and the applicant being able to enclose the whole space.

City Manager Bulthuis asked Council to table the item to give staff time to work with the applicant.

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Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street - expressed support.

Mayor Murry closed the public hearing.

Council Member Purvis moved to table the Variance Request to June 27, 2023; Seconded by Council Member Entsuah. Passed unanimously 5-0 with all members present voicing aye.

Item No. 13 – Ordinance No. 2023-021, The Citrus Cabanas Rezoning, Introduction

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 title aloud.

Council Member Purvis moved to introduce Ordinance No. 2023-021; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

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ADJOURN: With no further comments, this meeting adjourned at 7:44pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 27, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, June 27, 2023 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Gonzalez, Entsuah, Pines and Purvis.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Dustin Todd of Real Life Christian Church gave the invocation followed by the Pledge of Allegiance.

PROCLAMATION

Deputy City Clerk Wisniewski read a proclamation proclaiming the City of Clermont as a Purple Heart City. Commander John Hillery accepted the proclamation and presented Mayor Murry with a Purple Heart flag.

PRESENTATIONS

Lake County Commissioner Parks gave an update on what is happening in the County. The County Commission approved the updated school impact fees. Transportation impact fee discussion is coming back to the Commission for a vote, with a minimum of a 4 to 1 vote, those fees will be raised. It is currently budget season and as of now it is looking good that 4% of general funds will be allocated for roads. In July, Lake County will be celebrating Pride in America month and there will be different events in the County throughout the month.

PUBLIC COMMENTS

Banks Helfrich, 9800 Sams Lake Rd – spoke about sustainable living.

Charlene Forth, 939 Desoto St – spoke on transparency of Council.

Otis Taylor, 3686 Caladesi – thanked council for doing a wonderful job in representing the citizens.

Bryan Bain, 3578 Wind River Run – thanked the city for the Juneteenth event and appreciates the opportunity residents have to come and speak.

REPORTS

CITY MANAGER REPORT

- July 4th Event at Waterfront Park.
- City offices closed on July 4.
- Planning and Zoning Commission meeting in July is canceled, next meeting will be in August.
- Budget workshops will be held on July 12 at 9:30 AM and July 20 at 6:30 PM.
- The Live Local Bill passed, apartment complexes can be built on commercial, industrial or mixed use property as long as 40% is affordable housing.
- Gave an update on Wellness Way, a timeline of what has been accomplished to date and what is coming in the future.

CITY ATTORNEY REPORT

No report.

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CITY COUNCIL REPORT

Council Member Gonzalez –

- Met with elected officials, brought back \$1 million for water treatment plant.

Council Member Purvis –

- The Jerk Festival and Juneteenth celebrations were wonderful.

Council Member Entsuh –

- Juneteenth was a great event.

Council Member Pines –

- Juneteenth was an outstanding event.

Mayor Murry –

- Attended Juneteenth celebration and thanked everyone for making it a wonderful event.
- Participated in the Youth Academy Panel.
- Directed the City Manager to add a discussion regarding moving public comments to end of the meeting to a future workshop.
- No Mayors luncheon in July or August. The next Mayors luncheon will be August 5 at Amore.

Police Chief Broadway will become the president of the Florida Police Chiefs Association.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes	Consider approval of the minutes of the May 23, 2023 Council Meeting.
Item No. 2 – Surplus Request	Consider approval to declare end-of-life inventory as surplus from the Parks and Recreation Department, Information Technology, and Public Services and dispose of in accordance with the Procurement Policy.
Item No. 3 – Plat Approval Wellness Ridge Phase 1-B	Consider approving a residential plat consisting of 55.33 acres, platted into 241 lots, recreation tract and a stormwater tract.
Item No. 4 – Bid Award	Consider the bid award to Superior Asphalt, Inc. for the total budgeted amount of \$203,852.50.

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June 27, 2023

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| Item No. 5 – Piggyback Contract | Requesting approval to piggyback the City of Jacksonville contract with Polydyne Inc. to provide bulk liquid emulsion polymer supply and delivery. |
| Item No. 6 – Clermont Main Street Events 2023 Road Closure Request | Consider the request from Clermont Main Street to approve the remainder of the 2023 season and road closures for all events. |

Council Member Purvis moved to approve Consent Agenda Items 1-6 as presented; Seconded by Council Member Entsuah. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 7 – Variance Request, 1606 Indian Shores Drive. *This item was withdrawn.*

Item No. 8 – Ordinance No. 2023-021, The Citrus Cabanas, Final

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.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Planner Kruse presented the item. The applicant, Victory Coast, LLC is requesting a rezoning from Central Business District to Planned Unit Development (PUD) for a half acre parcel located at the southwest corner of Montrose Street and West Avenue. The property was formerly used as a bed and breakfast, called the Mulberry Inn. The main building, which was constructed in 1880, has had renovations and upgrades over the years. The applicant is requesting PUD zoning in order to place eight (8) small residential units, also known as the “cabanas”, on the property to be used for short term rentals along with using the historic two-story home for short term rental as well. The cabanas will range in size from approximately 400 square feet up to 550 square feet. They will consist of one bedroom, a bathroom, sitting area and small kitchen. The units will be self-contained. The applicant would also like to construct an outdoor seating area and summer kitchen for guests to use which would be placed adjacent to the historic home and between the cabanas. The applicant has provided a conceptual site plan showing the location of the cabanas, historic home, parking, seating area, and other aspects of the project.

The Central Business District, under Section 125-370, would permit this type of use through the approval of a PUD. The applicant is requesting two variances to the Land Development Code that are considered within this PUD application. The variances are: (1) onsite parallel parking spaces to be 8 feet in depth by 22 feet in length instead of 10 feet by 23 feet, and (2) reduced landscape buffers on the south and west property line. Section 115-5 (b) allows on-street parking in the downtown area provided by the City to be reduced to 8 feet by 22 feet. The applicant is requesting the same ability as the City in the construction of these spaces.

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The applicant is required to have 11 spaces for the project and will be offering 11 spaces along with one ADA handicap space for a total of 12 spaces. The applicant is requesting a reduction in the landscape buffer width for the project. The applicant will still be installing landscaping around the site, but will not be at the width and extent of the code on the southern and western property line. The applicant is including a six (6) foot high opaque privacy fence incorporated into the landscape buffer along the parking area. The privacy fence may minimize impacts to the adjoining property.

Staff has reviewed the application in regards to Section 125-486 of the Land Development Code. Since the cabanas and the historic home will be used as a short term rental project, the project is viewed similar to a hotel and parking exceeds the minimum. The project would provide transient accommodations within the downtown area for guests to stay overnight. Development of the project would still be required to meet the zoning requirements of the Central Business District except for the specific conditions in the PUD. Staff recommends approval of Ordinance No. 2023-021. The Planning and Zoning Commission unanimously recommended approval, 7-0.

The applicant, Darren Johnson, stated that the downtown area is underserved for short term overnight accommodations. Mr. Johnson believes they have met all requirements that city staff has asked for.

Mayor Murry opened the public hearing.

Brian Bain, 3578 Wind River Run – expressed support of the project.

Charlene Forth, 939 W Desoto St. – expressed opposition to the project.

Keith Mullins, 640 Drew Ave. – expressed support of the project.

Jeff Powell, 713 W. Montrose St. – spoke in support of the project.

Patrick Bianchi, 752 W. Montrose St. – spoke in support of the project.

Ronaldo Camargo, 1212 S. Grand Hwy.– spoke in support of the project.

Otis Taylor, 3686 Caladesi – spoke in support of the project.

Mayor Murry closed the public hearing.

Council Member Pines asked City Attorney Mantzaris to clarify for the record that she does not need to abstain from voting on this item because of a real estate transaction last year. City Attorney Mantzaris stated that the voting conflict statute applies to current and existing relationships between any appointed official and the applicant. Since the relationship with Mr. Johnson was a year ago it is not currently in effect and Council Member Pines does not have a voting conflict on this item.

Council Member Purvis stated that this project is an outstanding example of infill and a good use of an existing property.

There was discussion on the parking spaces being tight to which Mr. Johnson stated the only way to make bigger parking spaces would be to take a foot of space away from the landscape buffer for each spot. Council Member Purvis spoke about the history of the Mulberry building and wants to see a plaque put up on the property to commemorate the Mulberry Inn. Mr. Johnson stated that he was willing to do the plaque.

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Council Member Entsuah stated that he was supportive of the project and asked what the Mulberry Building was going to be used for. Mr. Johnson said that the building has three bedrooms and will be rented out as one unit like the cabanas.

Council discussed timeframes on which someone could rent out the cabanas. Council Member Purvis asked Mr. Johnson if he would agree to a stipulation in the ordinance that limits the rental time to not exceed 60 consecutive days. Mr. Johnson agreed.

Council Member Purvis moved to accept Ordinance No. 2023-021 with the two amendments number one being a memorial plaque and two being a 60 day maximum rental; Seconded by Council Member Entsuah. The motion passed by roll call vote 5-0.

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ADJOURN: With no further comments, this meeting adjourned at 8:13 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, July 11, 2023		
Agenda Item Name		
Grant Approval and Budget Amendment		
Requested Action		
The Fire Department is requesting City Council acceptance of a firefighter grant and approval for a Budget Amendment in the amount of \$10,000, which will be reimbursed once the grant is closed out.		
Staff Report		
The Fire Department applied for an Assistance to Firefighter Grant to purchase ballistic protective equipment and fitness equipment for Station 4. The ballistic protective equipment was not approved but the fitness equipment was. This is a reimbursement grant that requires the equipment be purchased and then the cost will be reimbursed by FEMA. The Fire Department is requesting a budget amendment in the amount of \$10,000. The award is 90% federal share (\$9,000) and 10% (1,000) City of Clermont Fire Department share. The \$9,000 federal share will be reimbursed once the grant is closed out. Minor equipment (10522-55204-22017) expenses are estimated at \$2,843.00 and capital expenses (10522-66401-22017) are estimated at \$7,148.00 for a total of \$9,991.00.		
Additional Analysis		
Fiscal Impact Summary		
The overall fiscal impact to the City of \$1,000 will be the Fire Department (City) share. The budget amendment of \$10,000 to the General Fund is for the total expenditure amount and will come from reserves.		
Department Account Code: 10522-55204-22017 and 10522-66401-22017.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. FEMAGO - Application	FEMAGO - Application.pdf	
2. EMW-2021-FG-08137 - Award Package	EMW-2021-FG-08137 - Award Package.pdf	

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

CLERMONT FIRE DEPARTMENT

Information current from SAM.gov as of:	01/02/2022
UEI-EFT:	J1HAN6V7GQT7
DUNS (includes DUNS+4):	619250710
Employer Identification Number (EIN):	596000290
Organization legal name:	CLERMONT FIRE DEPARTMENT
Organization (doing business as) name:	
Mailing address:	439 W HWY 50 CLERMONT, FL 34711-3031
Physical address:	439 W HWY 50 CLERMONT, FL 34711-3031
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 02/07/2021

☒ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name	Clermont Fire Department
----------------	--------------------------

Main address of location impacted by this grant

Main address 1	439 W Hwy 50
Main address 2	
City	Clermont
State/territory	FL

Zip code **34711**

Zip extension **3031**

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located? **Lake**

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

Applicant type: **Fire Department/Fire District**

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region. **No**

What kind of organization do you represent? **All Paid/Career**

How many active firefighters does your department have who perform firefighting duties? **81**

How many of your active firefighters are trained to the level of Firefighter I or equivalent? **81**

How many of your active firefighters are trained to the level of Firefighter II or equivalent? **81**

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? **No**

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

☒ Meets NFPA or 1582 standard

☐ Meets NTSB or DOT standard

☐ Meets State/Local standard

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic? **83**

Does your department have a Community Paramedic program? **No**

How many stations are operated by your department? **4**

Does your organization protect critical infrastructure of the state? **Yes**

Please describe the critical infrastructure protected below.

In addition to multiple well sites and the water treatment plants, Clermont has two nearby airports, Hi-Acres Airport and Kings Field Airport. The Florida Turnpike System runs directly through the City of Clermont. The Florida Turnpike System includes the Mainline from Miami to Central Florida, as well as the Homestead Extension, the Sawgrass Expressway, the Seminole Expressway, the Southern Connector Extension of the Central Florida GreenWay, Veterans Expressway, the Suncoast Parkway, the Polk Parkway, the Western Beltway and the I-4 Connector. On average, 1.8 million motorists use Florida's Turnpike each day. Additionally, South Lake Hospital, a 180-acre health and wellness campus, featuring 170 beds, sits in the center of the City. AirCare uses the hospital as a base for one unit and has a large helipad at the facility that is used by multiple air ambulance companies. Clermont is also home to the National Training Center, providing training facilities for Olympians from all over the world. Florida's largest theme parks are all located within 20 miles of the City Limits.

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. **Yes**

Please enter your FDIN/FDID. **12051**

Do you offer live fire training? **Yes**

What is the total number of live fire training exercises conducted per year on average? **12**

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year: **2022**

Fiscal Year	Operating budget
2022	\$11,703,820.00
2021	\$11,049,347.00
2020	\$10,930,677.00

What percentage of the declared operating budget is **89** dedicated to personnel costs (salary, benefits, overtime costs, etc.)?

Does your department have any rainy day reserves, **No** emergency funds, or capital outlay?

What percentage of the declared operating budget is derived from the following	2022	2021	2020
Taxes	97	87	87
Bond issues	0	0	0
EMS billing	0	0	0
Grants	3	13	13
Donations	0	0	0
Fund drives	0	0	0

What percentage of the declared operating budget is derived from the following	2022	2021	2020
Fee for service	0	0	0
Other	0	0	0
Totals	100 %	100 %	100 %

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

The City has annexed and is in the process of annexing many acres of both developed and undeveloped land due to the financial struggles of the county in which Clermont sits. This annexation has already impacted our services within this past year. With the growth we are experiencing and will continue to experience, our overall budget struggles to keep up. In addition, the State of Florida has a plan in place that reduces property taxes, which in turn, significantly affects the budget of small municipalities. Over the past two years, hundreds of thousands have fled Puerto Rico due to natural disasters including a hurricane and earthquakes. Many of these refugees have settled in Central Florida, particularly in Clermont. Although the City continues to grow, most of the resident population is aging and on a fixed budget. Prior to the pandemic, sixteen percent of the community was below the poverty line and thirteen percent were unemployed. This number has grown exponentially, especially with the tourism and theme park employees who have been laid off. With our close proximity to the area theme parks, the reduction in tourism has greatly impacted our community. Known for our sporting events, most triathlons and other competitions have been cancelled due to COVID. The community counts on these tourism dollars. Many tax incentives have been offered to entice commercial growth, thus the City has not yet seen a significant increase in funds. Any financial gains the City is experiencing through growth is being used to improve infrastructure, including updating the water system to maintain pressure in growing areas, hydrants, street improvements and other projects critical to infrastructure. The

Department's current budget breaks down as follows: 87% Personnel, Wages, etc., 10% equipment and maintenance, and 3% savings for required future capital outlay. We do have a five year capital plan for apparatus replacement, but while monies have been set aside for a replacement engine, the City has placed the purchase on hold due to the impacts of COVID-19. The 2020 budget was significantly reduced last summer due to the COVID and three million was reduced from the 2021 budget. This reduction has cut ALL training funds for the staff as well as repair funds, minor equipment purchases, PPE replacement and more. The Clermont Fire Department is fiscally responsible and works diligently to maintain and plan for future vehicle replacement, station planning and PPE replacement.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

No

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

Yes

Please provide an explanation for other funding sources in the space provided below.

Clermont Fire Department was recently awarded an AFG grant for a new compressor and fitness equipment for Station 1. Additionally, Clermont Fire Department was awarded an FP&S grant to purchase 200 smoke alarms.

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2021	2020	2019

Injuries and fatalities	2021	2020	2019
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	2	1	0
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	51	46	35
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.



Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	2	2	8
Ambulances for transport and/or emergency response.	0	0	0
Tankers or tenders (water capacity of 1,000 gallons or more).	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	2	1	12

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	1	0	2
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	1	0	6
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	2	0	10

How many ALS Response vehicles are in your fleet? **11**

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? **Yes**

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

For the purposes of this grant application, the Clermont Fire Department is seeking funding to provide NFPA compliant Ballistic PPE for our on-duty crews to allow for a safer response to all types of hazards, including active threat situations. Currently, no members have such PPE but do have extensive training with local and countywide law enforcement to respond during such an incident. Clermont Fire Department has entered into a countywide agreement and adopted an Active Assailant Standard Operating Guideline that has been approved by all fire and law enforcement agencies. As part of this agreement, only those agencies with proper PPE will be called upon to respond during an active situation. Additionally, due to increased tensions over the past year, we have experienced an increase in threats of violence against our firefighters, including armed assailants in the station parking lot and a violent person attempting to gain access to fire administration during a mental crisis. Our request is for full sets of Ballistic PPE to include a vest, helmet, aid bag and tactical litter.

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served **County**

What type of community does your organization serve? **Rural**

What is the square mileage of your first due response zone/jurisdiction served? **19**

What percentage of your primary response area is protected by hydrants? **100**

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	30
Commercial and industrial purposes	34
Residential purposes	36
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served? **44301**

Do you have a seasonal increase in population? **Yes**

What is your seasonal increase in population (number of people)? **15000**

Please describe your organization and/or community that you serve.

The City of Clermont, previously known as the "Gem of the Hills", is approximately 22 miles west of Orlando and is conveniently accessible to Orlando and the theme park attractions. Clermont is primarily residential with a growing commercial base which includes major shopping, lodging and restaurants. With direct access to over 20 lakes and even more close by, Clermont is a fishing and water sports paradise. Recently, the City rebranded its image and became known as the "Choice of Champions" because of its

international reputation as the training ground for elite athletes. The combination of pristine lakes, rolling hills and warm climate makes it an ideal location to train for triathlons, track-and-field events, water sports and more. The City of Clermont Fire Department operates four stations to protect 19 square miles of property, including the Florida Turnpike and other critical infrastructure. Additionally, Clermont is home to many assisted living facilities, small care and group homes, schools, daycares and the National Training Center, featuring some of the most prominent Olympic hopefuls. Since 2000, the population of the City of Clermont has grown by over 25,000 people! With a permanent population of just over 40,000, resources are taxed as thousands more travel to Clermont via the Florida Turnpike.

Call volume

Summary	2020	2019	2018
Fire - NFIRS Series 100	102	120	96
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	6	8	5
Rescue & Emergency Medical Service Incident - NFIRS Series 300	4347	4800	4657
Hazardous Condition (No Fire) - NFIRS Series 400	90	96	82
Service Call - NFIRS Series 500	417	756	701
Good Intent Call - NFIRS Series 600	853	650	731
False Alarm & Falls Call - NFIRS Series 700	342	406	394
Severe Weather & Natural Disaster - NFIRS Series 800	5	2	1
Special Incident Type - NFIRS Series 900	2	21	11

Summary	2020	2019	2018
Total	6164	6859	6678

Fire

How many responses per year per category?	2020	2019	2018
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	51	46	29
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	13	22	33
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	24	36	15
Total	88	104	77

Total acreage per year	2020	2019	2018
Total acreage of all vegetation fires	21	63	57

Rescue and emergency medical service incidents

How many responses per year per category?	2020	2019	2018
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	387	499	579
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	1	6	2
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	14	102	699
EMS-BLS Response Calls	522	798	699
EMS-ALS Response Calls	3825	4800	4376
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0

How many responses per year per category?	2020	2019	2018
Community Paramedic Response Calls	0	0	0
Total	4749	6205	6355

Mutual and automatic aid

How many responses per year per category?	2020	2019	2018
Amount of times the organization received Mutual Aid	7	8	7
Amount of times the organization received Automatic Aid	23	63	136
Amount of times the organization provided Mutual Aid	26	38	68
Amount of times the organization provided Automatic Aid	82	169	407
Of the Mutual and Automatic Aid responses, amount that were structure fires	13	2	7
Total	151	280	625

Grant request details

Are you requesting a Micro Grant? A Micro Grant is **No**
limited to \$50,000 in federal resources.

Grant request details Grand total: \$39,540.00

Program area: Operations and safety

Total requested for Wellness and fitness
programs activity: \$10,000.00

Total requested for Formal fitness and injury prevention program project: \$10,000.00

Exercise Equipment

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
1	\$10,000.00	\$10,000.00	Equipment

DESCRIPTION

The requested equipment includes loose weights, treadmill, multiple various-use pieces, kettlebells and more. These pieces have also been selected to allow for the maximum use of the space and to offer the biggest variety of exercises, allowing for multiple workout programs.

More Details for Formal fitness and injury prevention program.

Does your organization currently offer this activity? **Yes**

Will this program be mandatory? **Yes**

Will this program be offered to all? **Yes**

More Details for Wellness and fitness programs.

Narrative

Project Description

For the purposes of this grant application, the Clermont Fire Department is requesting \$10,000 to implement an organized fitness program at one of our outlying stations. We currently have a successful wellness program with equipment implemented at our headquarters station. While all members can travel to this location, we have one station that is significantly removed from their coverage area, leaving a gap in service coverage if they travel into town to participate. An integral part of our firefighters' operating safety depends on both their mental and physical fitness. At this time, Clermont Fire Department has a formalized medical program that includes an initial health screening, immunizations and a comprehensive annual physical program that includes cancer screenings. Each member is required to participate in all areas of screenings.

Additionally, the City of Clermont offers a wellness program with incentives for participation. Our department is part of an extensive network for mental health with trained peer team members ready at any time to offer support for any type of crisis. A survey of our members, an analysis of injury data and through coordination with our human resources department, the Clermont Fire Department would like to establish a formal fitness program. Currently, all staff is allowed workout time during each shift. In the past some crews traveled to local gyms, some worked out in the bays and others would run or workout inside the stations. With a hodgepodge of ideas, there have been numerous injuries and it has caused great concern that our members are exposed to carcinogenic and other harmful particulates in the bays. The purpose of our funding request is to create a safe, indoor workout area with specific multi-use pieces as part of a formal fitness program required for all members. This program will have oversight by our certified trainers with the goal to improve the overall wellness of our members, prevent time spent traveling to and from other locations, reduce injuries and have a consistent program that enhances the lives of our members. The equipment requested and the overall wellness screenings offered are consistent with the intent of this funding opportunity and the guidelines set forth by NFPA. The design and selection of equipment has been studied by certified trainers and professionals that work closely with public safety agencies. The equipment is specifically chosen to work areas that have high injury occurrences. The requested equipment includes loose weights, treadmill, multiple various-use pieces, kettlebells and more. These pieces have also been selected to allow for the maximum use of the space and to offer the biggest variety of exercises, allowing for multiple workout programs.

Cost/Benefit

The benefit to our department if this project is funded will ultimately be the opportunity to take a safer and more dependable approach to our emergency response. Firefighter safety will be

increased and the potential for injury will be decreased. Loss of work, loss of staff and loss of money greatly impacts our agency. Eliminating these will be a benefit, not only to our agency, but also to our community served. This high priority request is fiscally responsible and maximizes the funds for our staff of 100. The equipment requests has a life expectancy of 20 years. The costs of gym memberships, overtime, and injury leave is far more. The Clermont Fire Department has worked diligently to transition from a volunteer fire department and secure resources to combat hazards in our growing City. As the City has transitioned from orange groves to a growing population, the department has studied both historical and past events as well as codes to ensure firefighter safety. This includes minimum staffing requirements through the use of a SAFER grant and building related codes to ensure life and property safety. The Clermont Fire Department is fiscally responsible and believes the funding request is consistent with the goals and intent of this program.

Statement of Effect

The funding of this project will have an immediate impact on daily operations as it pertains to the safety and wellness of our personnel. By funding this project, we will be creating a significant cost savings on the costs associated with potential injuries and lost time resulting in overtime costs. The Clermont Fire Department is dedicated to protecting lives and property within the community, including multiple waterways, the Florida Turnpike System and vast wooded areas. With a rapid growing response area, growing residential and commercial base and newly annexed areas, the hazard potential continues to grow. The requested funding will help provide the necessary equipment to assist the firefighters in improving their physical and mental wellbeing and preparing them to respond to the increasing number of emergency calls. Confident, cautious and effective firefighters keep communities safe. In order for our firefighters to engage in firefighting activities they must have the proper physical and mental wellness. Firefighter safety is paramount to the

safety of the community served. Firefighters already take a great risk doing their jobs. Focusing on wellness will increase their protection and help to mitigate the risks associated with emergency response. Additionally, funding this request will impact the daily operations of not only the Clermont Fire Department, but also those surrounding jurisdictions who show interest in joining our program.

Project	Does your organization currently offer this activity?	Will this program be mandatory?	Will this program be offered to all?
Initial Physical Exam	Yes	Yes	Yes
Job Related Immunization Program	Yes	Yes	Yes
Periodic Physical Exam/Health Screening	Yes	Yes	Yes
Behavioral Health NFPA 1500 or equivalent	Yes	Yes	Yes
Cancer Screening Program/Equipment	Yes	Yes	Yes

Total requested for Personal Protective Equipment (PPE) activity: \$29,540.00

Ballistic PPE

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
14	\$2,110.00	\$29,540.00	Equipment

DESCRIPTION

For the purpose of this request, each kit includes a vest, helmet, goggles, aid bag and tactical litter.

More Details for Ballistic PPE.

What is the purpose of this request?

Upgrade technology to current standard

Is your department trained in the proper use of the PPE/SCBA being requested?

Yes

Are you requesting funding for training for this PPE/SCBA?

Yes

If you are not requesting training funds through this application, will you obtain training for this PPE/SCBA through other sources?

No

How many applicable members currently have specialized PPE that meets established standards?

0

What are the specific ages of the type of PPE you are requesting? (All PPE items in the current inventory must be accurately described and accounted for in this breakdown.)

Age (In years)	Current Inventory	Being Replaced
Less than 1	0	0
1	0	0
2	0	0
3	0	0
4	0	0
5	0	0
6	0	0
7	0	0
8	0	0

Age (In years)	Current Inventory	Being Replaced
9	0	0
10	0	0
11	0	0
12	0	0
13	0	0
14	0	0
15	0	0
16	0	0
17	0	0
18	0	0
19	0	0
20	0	0
21	0	0
22	0	0
23	0	0
24	0	0
25 or more	0	0

More Details for Personal Protective Equipment (PPE).

Narrative

Project Description

For the purposes of this grant application, the Clermont Fire Department is seeking funding to provide NFPA compliant Ballistic PPE for our on-duty crews to allow for a safer response to all types of hazards, including active threat situations. Currently, no members have such PPE but do have extensive training with local and countywide law enforcement to respond during such an incident. Clermont Fire Department has entered into a countywide agreement and adopted an Active Assailant Standard Operating Guideline that has been approved by all fire and law enforcement agencies. As part of this agreement, only those agencies with proper PPE will be called upon to respond during an active situation.

Additionally, due to increased tensions over the past year, we have experienced an increase in threats of violence against our firefighters, including armed assailants in the station parking lot and a violent person attempting to gain access to fire administration during a mental crisis. Our request is for \$29,540 for fourteen full sets of Ballistic PPE to include a vest, helmet, aid bag and tactical litter. While we do have more riding positions than requested and typically staff 25 per day on our first due apparatus, our policy calls for a specific number to respond to the hot zone at any given time. Over time we are hoping to add the additional riding positions and fire prevention staff to those who have this PPE, but feel that fourteen sets meets the training and response guidelines we have set forth for our members.

Cost/Benefit

The benefit to our department if this project is funded will ultimately be the opportunity to take a safer and more dependable approach to our emergency response. Firefighter safety will be increased and there will be a better tactical approach to how the Clermont Fire Department approaches an incident where the use of ballistic protection is required. If funded, this project will allow our firefighters to safely respond to critical incidents without concern for bodily harm particularly through shooting and/or stabbing threats. Time will be better spent facing emergencies and not waiting for

alternate resources in emergent situations where every second counts. This will allow a more effective response and will not leave the community unprotected with units traveling from outside of the city to help. This project is reasonably priced and utilizes some existing EMS equipment to reduce setup costs and new items are priced with government contract pricing to reduce costs. The Clermont Fire Department has worked diligently to transition from a volunteer fire department and secure resources to combat hazards in our growing City. As the City has transitioned from orange groves to a growing population, the department has studied both historical and past events as well as codes to ensure firefighter safety. This includes minimum staffing requirements through the use of a SAFER grant and building related codes to ensure life and property safety. The Clermont Fire Department is fiscally responsible and believes the funding request is consistent with the goals and intent of this program. Funding this high priority project will prevent taking monies from other critical areas such as bunker gear and SCBA replacement (all areas of high priority for this funding opportunity).

Statement of Effect

The Clermont Fire Department is dedicated to protecting lives and property within the community, including multiple waterways, the Florida Turnpike System and vast wooded areas. With a rapid growing response area, growing residential and commercial base and newly annexed areas, the hazard potential continues to grow. The requested funding will help provide the necessary equipment to assist the firefighters in safely responding to the increasing number of emergency calls. Confident, cautious and effective firefighters keep communities safe. In order for our firefighters to engage in all types of response activities they must have the proper equipment and that equipment must be able to perform the task at hand. Firefighter safety is paramount to the safety of the community served. Firefighters already take a great risk doing their jobs. Having reliable equipment will increase their protection and help to mitigate the risks

associated with emergency response. The funding of this project will have an immediate impact by offering a guarantee that each firefighter has additional protection when responding to unsecure areas where they are an active threat of violence. By funding this project, we will be creating a significant impact to the community, but also an impact on the costs associated with potential injuries. Additionally, funding this request will impact the daily operations of not only the Clermont Fire Department, but also those surrounding jurisdictions served through our Automatic and Mutual Aid agreements who have trained together in active threat response and share our same incident management plan.

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Wellness and fitness programs	1	\$10,000.00
Personal Protective Equipment (PPE)	1	\$29,540.00
Total	2	\$39,540.00

Is your proposed project limited to one or more of the [following activities](#) ⓘ : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

No

Please download the EHP Screening form available at <https://www.fema.gov/media-library/assets/documents/90195>. Once you have been awarded the grant and have accepted the award, please complete and send your screening form and attachments to GPDEHPinfo@fema.dhs.gov.

Filename	Date uploaded	Uploaded by	Label	Description	Action
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Budget summary

Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$39,540.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$39,540.00
Indirect charges	\$0.00
TOTAL	\$39,540.00
Non-federal resources	
Applicant	\$3,594.55
State	\$0.00
Other sources	\$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	\$35,945.45

Object class categories	Total
Non-federal resources	\$3,594.55
TOTAL	\$39,540.00
Program income	\$0.00

Contact information

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

William B Harrison Assistant Chief	Primary phone 3522412212 Work	Additional phones 3529891891 Mobile
wharrison@clermontfl.org	Fax 3522414904	

Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in

whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100, 000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/12/2022



Jennifer Pierce
CLERMONT FIRE DEPARTMENT
439 W HWY 50
CLERMONT, FL 34711

EMW-2021-FG-08137

Dear Jennifer Pierce,

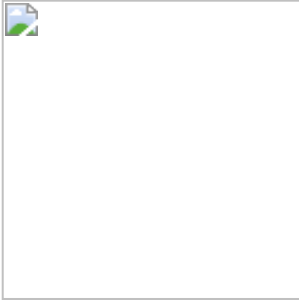
Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$9,090.90 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$909.10 for a total approved budget of \$10,000.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: CLERMONT FIRE DEPARTMENT

UEI-EFT: J1HAN6V7GQT7

DUNS number: 619250710

Award number: EMW-2021-FG-08137

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$10,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$9,090.90
Non-federal	\$909.10
Total	\$10,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Wellness and fitness programs

Exercise Equipment

DESCRIPTION

The requested equipment includes loose weights, treadmill, multiple various-use pieces, kettlebells and more. These pieces have also been selected to allow for the maximum use of the space and to offer the biggest variety of exercises, allowing for multiple workout programs.

QUANTITY	UNIT PRICE	TOTAL
1	\$10,000.00	\$10,000.00

BUDGET CLASS

Equipment

Personal Protective Equipment (PPE)

Ballistic PPE

DESCRIPTION

For the purpose of this request, each kit includes a vest, helmet, goggles, aid bag and tactical litter.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$2,110.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from **14** to **0**

JUSTIFICATION

The application did not score high enough during peer review panel to receive funding.

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: CLERMONT FIRE DEPARTMENT

UEI-EFT: J1HAN6V7GQT7

DUNS number: 619250710

Award number: EMW-2021-FG-08137

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

Article 21	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 22	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 23	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 24	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 25	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 26	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 27	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 28	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 29	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 30	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 31	Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 32	Reporting Subawards and Executive Compensation Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 33	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States-- this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable

law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article 34

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 35	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 36	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 37	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 38	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 39	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 40	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 41**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 42**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 43**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 44	Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.
Article 45	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 46	Indirect Cost Rate 2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 47	Award Performance Goals FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2021-FG-08137	2. Amendment No. N/A	3. Recipient No. 596000290	4. Type of Action AWARD	5. Control No. WX00671N2022T		
6. Recipient Name and Address CLERMONT FIRE DEPARTMENT 439 W HWY 50 CLERMONT, FL 34711		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Jennifer Pierce		9a. Phone No. 3522412201	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/12/2022	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/19/2022 to 08/18/2024 Budget Period 08/19/2022 to 08/18/2024		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2022-F1-GB01 - P410-xxxx-4101-D	\$0.00	\$9,090.90	\$9,090.90	\$909.10
Totals			\$0.00	\$9,090.90	\$9,090.90	\$909.10
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	08/12/2022



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 11, 2023		
Agenda Item Name		
Piggyback Contract		
Requested Action		
Requesting approval to piggyback contract number 230508 from the City of Gainesville with Asphalt Paving Systems, Inc. to provide pavement management.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the City of Gainesville number 230508, to obtain pavement management services. The City of Gainesville contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial one (1) year term agreement with two (2) additional two year renewals at the option of the City. Based on this, staff recommends that the City Council approve piggybacking of City of Gainesville contract number 23050 This contract will provide pavement management services. The estimated value is \$500,000 for the initial term of the contract. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project-by-project basis and funded by the respective department. The current fiscal year has an available remaining budget of \$371,147.50 Department Account Code: 12541-54603		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	230508 Pavement Services Agreement	230508 Pavement Services Agreement.pdf
2.	230027-ITB Pavement Management Bid Tabulation	230027-ITB Pavement Management Bid Tabulation.pdf

CONTINUING SERVICES AGREEMENT FOR PAVEMENT MANAGEMENT

THIS AGREEMENT is entered into this day 8th of May, 2023, between ASPHALT PAVING SYSTEMS, INC., a New Jersey corporation registered to do business in Florida (“Contractor”) and CITY OF GAINESVILLE, a Florida municipal corporation (“City”). Collectively, the City and Contractor are hereinafter referred to as the “Parties.”

WITNESSETH:

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, thereceipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1 **THE WORK.** The Contractor shall furnish all labor, material, equipment, and services covered by all documents attached as exhibits and incorporated by reference in this Agreement, hereinafter collectively referred to as “Contract Documents”, which shall include all necessary work and all work incidental thereto (the “Work”). All Work shall be performed and completed in accordance with the Contract Documents. The Contract Documents are made part of this Agreement as set forth herein. Receipt of the Contract Documents are herein acknowledged by the Contractor.

2 **TERM AND PRICING.**

2.1. **Term.** The Agreement is effective upon execution by both Parties and shall continue through September 30, 2023 unless earlier terminated as provided herein. The Parties may renew this Agreement for two (2) additional (2) year periods at the same terms and conditions outlined herein.

2.1.1. The City’s performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the City Commission. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the City Commission to do so shall not constitute a breach or default of this Supplemental Agreement.

2.2. **Pricing.** The Contractor shall be paid a sum not to exceed \$4,000,000.00 per fiscal year. The City shall pay the Contractor in accordance with the pricing, as adjusted as provided herein, contained in

the Contractor's Bid Submittal dated January 27, 2023, which is shown in **Exhibit 1**, for all services actually, timely and faithfully performed.

- 2.2.1. Monthly bituminous adjustments are applicable to this Agreement as outline in the Technical Specifications.
- 2.2.2. The City reserves the option to add additional services within the scope of the original bid. Such additional services and pricing shall be authorized in the form of a Work Order per Paragraph 4 of this Agreement.
- 2.2.3. The City shall reimburse the Contractor any costs and fees associated with Payment and Performance Bonds required by Paragraph 6 of this Agreement plus a three percent (3%) mark-up. Costs, fees and mark-up shall be authorized in the Work Order per Paragraph 4 of the Agreement.
- 2.2.4. Inasmuch as failure to complete the a Work Order within the time fixed will result in substantial injury to the City and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreedthat if such Work has not reached Milestone, Substantial or Final Completion within the time required a Work Order, the Contractorshall pay the City as liquidated damages and not as a penalty the sum outlined in the Technical Specifications for each and every calendar day after the date fixed for Milestone, Substantial or Final Completion.
- 2.2.5. Unit prices may be adjusted with term renewals based on a Consumer Price Index or Producer Price Index acceptable to the Parties.

3 COMPLIANCE WITH REGULATIONS.

- 3.1 The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work. The Contractor shall be familiar with all state and local laws, ordinances, code rules and regulations thatmay in any way affect the Work. Ignorance on the part of the Contractor will in no way relieve the Contractor of responsibility. The Contractor shall abide by and conduct its programs and provide its services in compliance withthe provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.
- 3.2 The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the

Agreement; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.

3.3 **Living Wage.** The definitions, terms and conditions of the City's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this Agreement. These requirements include that the Contractor:

- 3.3.1 Shall pay a living wage to each covered employee during the term of this Agreement, including any extension(s) to this Agreement;
- 3.3.2 Shall maintain records sufficient to demonstrate compliance with the living wage requirements;
- 3.3.3 Shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; and
- 3.3.4 Shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation.

Failure to comply with the City's living wage requirements shall be a material breach of this Agreement, enforceable by the City through all rights and remedies at law and equity.

3.4 **Apprentice and Disadvantage Worker Requirements.** Contractor shall comply with the requirements of the Apprentice and Disadvantaged Workers as outlined in Article XI, Chapter 2 of the City's Code of Ordinances for Work Orders issued in excess of \$300,000. Reporting requirements therein shall be completed in accordance with Paragraph 29. Failure of the contractor to comply with the ordinance may result in termination of the contract.

4 **AUTHORIZATION FOR WORK.**

4.1 All services under this Agreement shall be authorized and performed in accordance with a written and jointly executed Work Order. A sample Work Order is included as **Exhibit 2**. Each Work Order shall consist of the work to be performed by the Contractor, the project schedule and any specific or special provisions, pricing or specifications. Modifications to existing work orders shall be authorized and performed in accordance with a written and jointly executed Work Order Amendment. A sample

Work Order Amendment is included as **Exhibit 3**. The City Manager, or designee, is authorized to initiate and sign Work Orders and Work Order Amendments on behalf of the City up to the amount authorized in Paragraph 2.

5 **PERFORMANCE AND PAYMENT BONDS.**

5.1 Within ten (10) business days after signature of Work Order in excess of \$200,000.00 by the Parties, Contractor shall provide the City with Payment and Performance Bonds, in the forms prescribed as **Exhibits 4 & 5**, in the amount of 100% of the total sum of the Work Order, the costs of which are to be paid by the Contractor.

5.2 If the surety for any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and City's approval.

5.3 In accordance with §255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the City at least five (5) days prior to performing any Work. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to City's obligation to make any payments to the Contractor hereunder.

5.4 If at any time after the execution of this Agreement and the surety bonds required for its faithful performance and payment, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the City.

6 **NOTICES.** Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, by personal delivery with receipt or by electronic mail to the email addresses below. Notices shall be deemed delivered two (2) business days after mailing, unless made by personal delivery in which case

delivery shall be deemed to occur upon actual receipt by the other party or by electronic mail in which case delivery shall be deemed to occur upon sending the communication. For purposes of all notices, Contractor and City representatives and addresses are:

City:

City of Gainesville Public Works
PO Box 490 MS 58
Gainesville, FL 32627-0490
Attn: Operations Manager
pubwrk@cityofgainesville.org

Contractor:

Asphalt Paving Systems, Inc.
9021 Wire Rd
Zephyrills, FL 33541
Attn: Robert Capoferri
FLestimating@asphaltpavingsystems.com

7 WAIVER OF CLAIMS AND CONTINUING OBLIGATIONS.

7.1 It is agreed that when all Work for authorized by a Work Order has reached Final Completion and has been inspected and approved by the City, or the City's authorized representatives, the Contractor shall furnish to the City the Contractor's Final Affidavit in the form attached hereto as **Exhibit 6**, or other such release as provided for in §255.05, Florida Statutes, and agreed to by the City. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the City that all obligations of the Contractor to others, including but not limited to its consultants, subcontractors, and suppliers, incurred in connection with the Work Order have been paid in full. Contractor shall include, with its invoice for final payment, executed and notarized Waivers of Right to Claim against the Payment Bond, in the form attached hereto as **Exhibit 7**, from all laborers, materialmen and subcontractors defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the applicable Work Order, unless the Contractor provides the City with a written consent from the surety regarding the Work Order or the payment in question.

7.2 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of any payment by the City, nor the issuance of a certificate of substantial completion, nor any use or occupancy of the project or any part thereof by the City, nor any act of acceptance by the City, nor any failure to do so, nor any correction of faulty or defective work by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

7.3 The making and acceptance of final payment shall constitute:

7.3.1 A waiver of all claims by the City against the Contractor, other than those arising from unsettled liens, from faulty or defective work appearing after final payment, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

7.3.2 A waiver of all claims by the Contractor against the City, other than those previously made in writing and still unsettled.

8 **INSURANCE.** Throughout the term of this Agreement, the Contractor shall provide insurance of the types and in the amounts set forth below. The Contractor shall also require any subcontractors to provide insurance as set forth below. A current copy of the Contractor Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 8**. The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the contractor/vendor, its agents, representatives, employees or subcontractors.

8.1 **COMMERCIAL GENERAL LIABILITY.** Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

8.2 **AUTOMOBILE LIABILITY.** Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

8.3 **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.** Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA

Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

8.4 BUILDER'S RISK / INSTALLATION FLOATERS (when applicable). Check box if applicable: ☐

8.4.1 When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

8.4.1.1 Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

8.4.1.2 When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

8.5 EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds):

Employee Dishonesty coverage must be afforded for not less than \$500,000.00 Blanket all employees ISO Form.

8.6 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain, the following provisions:

8.6.1 Commercial General Liability and Automobile Liability Coverages.

8.6.1.1 The City of Gainesville, Florida, a municipal corporation, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

8.6.1.2 The Contractor's insurance coverage shall be considered primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

8.6.2 **All Coverages.** The Contractor/Vendor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “peroccurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

8.7 **CERTIFICATE HOLDER.** City of Gainesville, Florida, a municipal corporation

9 **INCORPRATIONS BY REFERENCE AND GOVERNING ORDER OF DOCUMENTS.**

9.1 All documents listed below, if not contained herein, are hereby incorporated by reference in this Agreement. In cases of discrepancy, the governing order of the documents is as follows:

- 9.1.1 Work Orders and Amendments thereto
- 9.1.2 This Agreement, as may be amended
- 9.1.3 Bid Addendums
- 9.1.4 Technical Specifications prepared by the City, signed and sealed on 6/9/2022
- 9.1.5 Addendum No. 1 to ITB, dated January 27, 2023
- 9.1.6 Invitation to Bid (ITB) No. PWDA-230027-DH dated December 19, 2022
- 9.1.7 Contractor’s Bid Submittal dated January 27, 2023
- 9.1.8 Schedule of Values

10 **INDEMNIFICATION.**

10.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the City, and their officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the City shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

10.2 The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement.

10.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of the Contractor’s insurance coverage, or by limitation on the amount or type of

damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

- 10.4 Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

11 **PUBLIC RECORDS.**

11.1 General Provisions: Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Florida has a very broad public records law and certain records of a Contractor may be considered public records. Accordingly, by entering into an agreement with the City, Contractor must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- d. Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, when acting on behalf of the City as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the

completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT E-MAIL clerks@cityofgainesville.org PHONE (352-334-5015 OR PO BOX 490, STATION 19, GAINESVILLE, FL, 32627-0490

11.2 Confidential Information

- 11.2.1 During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the City shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."
- 11.2.2 The City shall promptly notify the Contractor/Professional in writing of any request received by the City for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the City, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases City from claims or damages related to disclosure by City.

- 11.3 **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the City within a reasonable time.

12 **STARTING THE WORK**

12.2 **Schedule**

Within ten (10) days after execution of a Work Order under the Agreement, the Contractor will submit to the Public Works (PW) Operations Manager for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

12.3 **Pre-Construction Conference**

Before starting Work, a conference will be held to review the schedules and submittal package (See 12.5 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the PW Operations Manager, and/or authorized representatives, the Contractor, and utility company representatives.

12.4 **Notice to Proceed**

Upon execution of a Work Order, the PW Operations Manager will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than forty-five (45) days after the date of execution of the Work Order. No work shall be done prior to receipt of the Notice to Proceed.

12.5 **Commencement of Time**

The Work Order Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

12.6 **Submittals**

The Contractor's submittal package for the Pre-Construction meeting shall include the Surveyor's License Confirmation on a form provided by the City, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan, and Stormwater Pollution Prevention Plan, if applicable to the Work Order, to be accepted by the City prior to any construction activities along with any other requirements or permits and other submittal required by this Agreement or Work Order. All submittals must be accepted by the City prior to implementation.

13 **OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS**

13.2 All Specifications, Drawings and copies thereof furnished by the City shall remain the property of the City. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the City on request upon completion of the project.

13.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the PW Operations Manager.

14 **WORK BY OTHERS**

14.2 The City may perform additional work related to the project by itself, or may enter other contracts for work on the project. The Contractor shall afford the City and/or other contractors reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the Contractor's work with theirs.

14.3 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or the City), the Contractor will inspect and promptly report to the PW Operations Manager in writing any defects or deficiencies that render it unsuitable. The Contractor's failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of their Work, except as to defects and deficiencies which may appear in the other work after the execution of their Work.

14.4 The Contractor will do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the PW Operations Manager.

14.5 If the performance of additional work by other contractors or the City is not noted in the Contract Documents, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the City or others causes the Contractor additional expense or entitles it to an extension of the Work Order Time, it may make a claim as provided in Paragraphs 24 to 26.

15 **RESPONSIBLE AGENT**

15.2 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the City and the Contractor.

15.3 The PW Operations Manager will be the responsible agent for the City. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Contractor.

16 **ACCIDENT PREVENTION**

16.2 Precaution shall be exercised at all times for the protection of employees, other persons and property.

16.3 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent of such conditions.

17 **SUBCONTRACTS**

17.2 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the City or the PW Operations Manager may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the City and the PW Operations Manager, prior to written concurrence by the PW Operations Manager.

17.3 The Contractor will be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the City or any obligation on the part of the City

to pay or to see to the payment due any Subcontractor, except as may otherwise be required by law. The PW Operations Manager may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.

17.4 The Specifications and Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

17.5 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Agreement. Every Subcontractor, by undertaking to perform any of the Work, will thereby be contractually bound to the Contractor by such terms and conditions.

18 PHYSICAL AND SUBSURFACE CONDITIONS

18.2 The PW Operations Manager will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.

18.3 The Contractor will promptly notify the PW Operations Manager in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The PW Operations Manager will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the PW Operations Manager will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the PW Operations Manager finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Work Order Amendment shall be issued incorporating the necessary revisions.

19 PW OPERATIONS MANAGER'S STATUS DURING CONSTRUCTION.

19.2 The PW Operations Manager acting directly or through duly authorized representatives (Project Managers, Inspectors and Consultants) shall be the City's representative during the construction period. All instructions of the City to the Contractor shall be issued through the PW Operations Manager.

19.3 The PW Operations Manager will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The PW Operations Manager will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will the PW Operations Manager be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. The PW Operations Manager's efforts will be directed toward providing assurance for the City that the completed project will conform to the requirements of the Contract Documents, but PW Operations Manager will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of the PW Operations Manager's on-site observations as an experienced and qualified construction professional, the PW Operations Manager will keep the City informed of the progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work of the Contractor.

19.4 The PW Operations Manager will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Paragraph 21. The PW Operations Manager will also have authority to require special inspection or testing of the Work as provided in Paragraph 23.3, whether or not the Work is fabricated, installed or completed.

19.5 Neither the PW Operations Manager's authority to act under Paragraph 19 nor any decision made by the PW Operations Manager in good faith to exercise or not exercise such authority, shall give rise to any duty or responsibility of the City to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

20 **PW OPERATIONS MANAGER'S INTERPRETATIONS AND DECISIONS.**

20.2 The PW Operations Manager will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles it to an increase in the Work Order Price, it may make a claim therefore as provided in Paragraph 25.

- 20.3 The PW Operations Manager will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In this capacity, the PW Operations Manager will exercise best efforts to insure faithful performance by both the City and the Contractor. The PW Operations Manager will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the PW Operations Manager for decisions, which shall render in writing within a reasonable time.
- 20.4 The Contractor may appeal any written decision made by the PW Operations Manager within fourteen (14) days in accordance with Paragraph 36.

21 **TESTS AND INSPECTIONS.**

- 21.2 If the Agreement, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the PW Operations Manager timely notice of readiness therefor. The Contractor will furnish the PW Operations Manager the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Agreement. The cost of all such inspections, test and approvals shall be borne by the Contractor unless otherwise provided. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the PW Operations Manager, it must, if directed by the PW Operations Manager, be uncovered for observation at the Contractor's expense.
- 21.3 Any Work which fails to meet the requirements of any such test, inspection or approval, and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents, shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in Paragraph 28.
- 21.4 Neither observations by the PW Operations Manager nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from its obligations to perform the Work in accordance with the Agreement requirements of the Contract Documents.

22 **CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE.**

- 22.2 The Contractor shall supervise and direct the Work efficiently and with its best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor will at once report in writing to the PW Operations Manager any conflict, error or discrepancy which it may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 22.3 The Contractor shall maintain, at all times during its progress, a resident superintendent satisfactory to the PW Operations Manager. The superintendent shall not be replaced without the consent of the PW Operations Manager, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor and shall constitute notice under the applicable clauses of this Agreement.
- 22.4 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. If applicable to the Work Order, survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. The surveyor is required to sign, seal and return a form provided by the City certifying the surveyor will be responsible for providing layout. The Contractor will at all times maintain good discipline and order among its employees at the site.
- 22.5 The City will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of their agents or employees or any other persons performing any of the Work.
- 22.6 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a

telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

23 ACCESS TO THE WORK: UNCOVERING FINISHED WORK.

- 23.2 The PW Operations Manager and its representatives and other representatives of the City will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 23.3 If any Work is covered contrary to the request of the PW Operations Manager, it must, if requested by the PW Operations Manager, be uncovered for observation and replaced at the Contractor's expense.
- 23.4 If any Work has been covered which the PW Operations Manager has not specifically requested to observe prior to its being covered, or if the PW Operations Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the PW Operations Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Work Order Price or extension of the Work Order Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if Contractor makes a claim therefore as provided in Paragraph 25 and 26.

24 CHANGES IN THE CONTRACT WORK.

- 24.2 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Work Order or Work Order Amendment. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Work

Order Price, addition of Pay Items, or an extension or shortening of the Work Order Time, an equitable adjustment will be made as provided in Paragraphs 25 and 26 under a Change Order.

- 24.3 The Director or PW Operations Manager may authorize minor changes or alterations in the Work not involving extracost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Work Order or Work Order Amendment. If the Contractor believes that any minor change or alteration authorized by the Director or PW Operations Manager entitles the Contractor to an increase in the Work Order Price or Work Order Time, it may make a claim as provided in Paragraphs 25 and 26.
- 24.4 Additional work performed by the Contractor prior to written authorization will not automatically entitle it to additional compensation, an increase in the Work Order Price, or an extension of the Work Order Time.
- 24.5 It is the Contractor's responsibility to notify its surety of any changes affecting the general scope of the Work or change in the Work Order Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

25 CHANGE OF WORK ORDER PRICE.

- 25.2 The Work Order Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Work Order Price.
- 25.3 The Work Order Price may only be changed by a Work Order Amendment. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Work Order Price, notice of intent to file a claim shall be delivered to the PW Operations Manager in writing within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the PW Operations Manager in writing within twenty (20) days after the conclusion of the event giving rise to the claim unless PW Operations Manager allows additional period of time to ascertain accurate cost data. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE WORK ORDER PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT

ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Work Order Amendments will be approved by the following procedure:

25.2.1 The City Manager, or designee, may approve Work Order Amendments that, either cumulatively or individually, increase the Work Order Price within the amount authorized in Paragraph 2.

25.4 The value of any Work covered by a Work Order Amendment, for any claim for an increase in the Work Order Price, shall be determined in the following ways:

25.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

25.3.2 Mutual acceptance of a lump sum or unit price.

25.3.3 Cost and a mutually acceptable fixed amount for overhead and profit.

25.3.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead, expenses, indirect costs and profit, shall be as follows:

25.3.4.1 For all such Work done by the Contractor's own forces, the Contractor may add up to 10% (ten percent) of its actual increase in cost; and,

25.3.4.2 For all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of its actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for its combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work.

25.4 Except for as provided in a Work Order Amendment, no financial claim for delay to the project resulting from the Work Order Amendment approval process will be allowed.

25.5 Pay factor adjustments shall be in accordance with details outlined in project manual/technical specifications.

25.6 Whenever the cost of any Work is to be determined pursuant to this section, the Contractor shall submit in a form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by complete itemized breakdown:

25.6.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of costs.

25.6.2 Whenever a change involves the Contractor and one (1) or more subcontractor and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

26 **CHANGE OF THE WORK ORDER TIME.**

26.2 Work Order Time changes shall be by a Work Order Amendment. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Work Order Time, notice of intent to file a claim shall be in writing delivered to the PW Operations Manager within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the PW Operations Manager in writing within fifteen (15) days after the conclusion of the event giving rise to the claim. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE WORK ORDER TIME SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. The City Manager, or designee, may approve any extension in Work Order Time. Any change in the Work Order Time resulting from any such claim shall be incorporated in a Work Order Amendment.

26.3 The Work Order Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if it makes a claim therefore as provided in Paragraph 26.1. Such delays shall only include acts of neglect by any separate contractor employed by the City, fires,

floods, labor disputes, epidemics, abnormal weather conditions, acts of God or other delays at the sole discretion of the City.

26.2.1 Process for tracking and granting Weather Days shall be in accordance with the project manual/technical specifications. If the project manual/technical specifications is silent on Weather Days then Work Order Time shall not be extended for weather. Requests for Weather Days shall be submitted monthly with the Contractor's application for payment. The Contractor's failure to submit a monthly request for Weather Days shall constitute a waiver of Work Order Time extensions for weather for all dates prior to submission of the application for payment.

26.4 All time limits stated in the Contract Documents are of the essence in the Agreement. The provisions of Paragraph 26 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

26.5 Except as provided in a Work Order Amendment, no financial claim for delay to the project resulting from the Work Order Amendment approval process will be allowed.

27 **NEGLECTED WORK.**

27.2 If the Contractor should neglect to prosecute the Work in accordance with the Agreement, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Work Order Amendment shall be issued incorporating the necessary revisions in the Work Order, including an appropriate reduction in the Work Order Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the City.

28 **WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.**

28.2 The Contractor warrants and guarantees to the City that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory

Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

- 28.3 If required by written notice of the Director or the PW Operations Manager prior to approval of final payment, the Contractor will promptly, without cost to the City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the PW Operations Manager, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, the City may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Work Order Amendment shall be issued deducting all such costs from the Work Order Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal or replacement of the Contractor's defective Work.
- 28.4 If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the City and in accordance with the City's written instructions either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.
- 28.5 If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated by the Contractor and City with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of Paragraph 25.3.4 shall prevail.

29 APPLICATIONS FOR PROGRESS PAYMENTS.

- 29.2 Not more than once a month, the Contractor will submit to the PW Operations Manager for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the PW Operations Manager, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at its expense.
- 29.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the City prior to making the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of Subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
- 29.4 Five percent (5%) of the amount earned through each progress payment will be withheld as retainage.
- 29.5 Each application for payment shall be incomplete and not authorized for payment unless accompanied by the following documents:
- 29.4.1 A certification of payment to Subcontractors on a form provided by the City that all Subcontractors having an interest in the Agreement were paid for satisfactory performance of their Agreements and that the retainage is returned to Subcontractors within 30 days after satisfactory completion of the Subcontractor's work.

29.4.2 A waiver of claims, on a form provided by the City, for any and all Subcontractors or materialmen that have furnished a notice of non-payment. The City will honor an exception to this clause when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the City and the affected Subcontractor.

29.4.3 If applicable, a report of Apprentice and Disadvantage Worker information for the Contractor and each Subcontractor that includes the following:

29.4.3.1. Total labor hours for the project;

29.4.3.2. Total labor hours performed by apprentice and disadvantaged workers;

29.4.3.3. The apprentice and/or disadvantage worker status for each such person; and

29.4.3.4. The name, address, work classification and hours worked each pay period for each apprentice and disadvantage worker on the construction project.

29.6 The PW Operations Manager will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing approval of payment, less any retainage as specified by the Agreement, and present the application to the City's Budget & Finance Department for payment. The City will pay the Contractor the amount approved by the PW Operations Manager in accordance with Florida's Prompt Payment Act.

30 **APPROVAL OF PAYMENTS.**

30.2 The PW Operations Manager's approval of any payment requested in an application for payment shall constitute a representation to the City, based on the PW Operations Manager's on-site observations of the work in progress as an experienced and qualified construction professional and on its review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of its knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in its approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the PW Operations Manager shall not thereby be deemed to

have represented that exhaustive or continuous on-site inspections were made to check the quality or the quantity of the Work; that the means, methods, techniques, sequences and procedures of construction were reviewed; or that any examinations were made to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to it.

30.3 The PW Operations Manager's approval of final payment shall constitute an additional representation to the City that the conditions precedent to the Contractor's being entitled to final payment, as set forth in Paragraph 31.3, have been fulfilled.

30.4 The PW Operations Manager may refuse to approve the whole or any part of any payment if, in their opinion, the PW Operations Manager is unable to make the foregoing representations to the City. The PW Operations Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in their opinion to protect the City from loss because:

30.3.1 The Work is defective.

30.3.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.

30.3.3 The Work Order Price has been reduced.

30.3.4 The City has been required to complete neglected Work in accordance with Paragraph 27.

30.3.5 The City has been required to correct defective Work or complete the Work in accordance with Paragraph 28.

30.3.6 Unsatisfactory prosecution of the Work, including failure to clean up as required by Paragraph 32.

31 **FINAL PAYMENT.**

31.2 Upon notification from the Contractor that the project is complete, the PW Operations Manager will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is incomplete or

defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

- 31.3 After the Contractor has completed any such corrections to the satisfaction of the PW Operations Manager and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, the Contractor may receive final payment pursuant to the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Final Apprentice & Disadvantage's Worker's Reporting (if applicable), Contractor's Final Payment Affidavit, Subcontractor/Materialman Waiver of Claims, and Final Payment Certification to Subcontractors, utilizing forms provided by the City. Nothing in this section waives the rights of the Contractor under Section 255.05(11), Florida Statutes. The PW Operations Manager will execute a Certificate of Completion and recommend final payment.
- 31.4 If, on the basis of the PW Operations Manager's observation and review of the Work during construction, their final inspection and review of the final application for payment, all as required by the Contract Documents, the PW Operations Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the PW Operations Manager will, within ten (10) days after Contractor's concurrence of the final application for payment, indicate in writing the PW Operations Manager's approval of payment and present the application to the City Budget & Finance Department for payment. The City will pay the Contractor the amount approved by the PW Operations Manager in accordance with Florida's Prompt Payment Act.
- 31.5 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the PW Operations Manager so confirms, the City shall, upon certification by the PW Operations Manager, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the PW Operations Manager prior to certification of such payment. Such payment shall be made

under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

32 CLEANING UP.

32.2 The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, it shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

33 CITY'S RIGHT TO STOP OR SUSPEND WORK.

33.2 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, if the Contractor fails to comply with the Contract Documents or Specifications, or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Work Order Price or extension of the Work Order Time. The City may, at any time and without cause, suspend the Work, or any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will resume. The Contractor shall resume the work on the date so determined. The Contractor may be allowed an increase in the Work Order Price or an extension of the Work Order Time directly attributable to any suspension provided the Contractor makes a claim as provided in Paragraphs 25 and 26.

34 DEFAULT AND CITY'S RIGHT TO TERMINATE.

34.2 The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the City will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The City will give the Contractor seven (7) days to cure the default or develop a plan and time line acceptable to the City to cure the default. The PW Operations Manager is

authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time, the Public Works Director is authorized to provide final termination notice on behalf of the City to the Contractor.

- 34.3 If the Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or disregards the authority of the Director of PW Operations Manager, or Contractor otherwise violates any provisions of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials related the Work and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.
- 34.4 Upon thirty (30) days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit. The Public Works Director is authorized to provide written notice of termination on behalf of the City.
- 34.5 If funds to finance this Agreement become unavailable, the City may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The City will be the final authority as to the availability of funds. The City will pay the Contractor for all work completed prior to any notice of termination.
- 34.6 Where the Contractor's services have been terminated by the City, said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from liability.

35 **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE.**

35.2 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or an order of court or other public authority, or if the PW Operations Manager fails to act on any application for payment within thirty (30) days after it is submitted, or if the City fails to pay the Contractor any sum approved by the PW Operations Manager within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the City, terminate the Agreement and recover from the City payment for all Work executed in accordance with the Agreement plus fair and reasonable overhead and profit. In addition and in lieu of terminating the Agreement, if the PW Operations Manager has failed to act on an application for payment or the City has failed to make payment as aforesaid, the Contractor may, upon seven (7) days' notice to the City and the PW Operations Manager, stop Work until it has been paid all amounts then due.

36 **DISPUTE RESOLUTION.**

36.2 Initial Administrative Resolution: The Contractor may appeal to the Director within fourteen (14) days of a written decision made by the PW Operations Manager. Failure of the Contractor to appeal any decision within this timeframe shall constitute the Contractor's acceptance of the PW Operations Manager's decision and render any claims or disputes related to the decision waived. Such appeals to the Director shall detail the Contract Document provisions that conflict with the PW Operations Manager's decision. The Director shall review each appeal and the Director and Contractor will seek to resolve the appeal through exchange of information and direct negotiations. The Director shall render its decision in writing within thirty (30) days of submission of the appeal; failure of the Director to render a decision within this timeframe shall render the appeal denied.

36.3 Secondary Administrative Resolution: The Contractor may appeal to the City Manager within fourteen (14) days of a written decision made by the Director. Failure of the Contractor to appeal any decision within this timeframe shall constitute the Contractor's acceptance of the Director's decision and render any claims or disputes related to the decision waived. Such appeals to the City Manager shall detail the Contract Document provisions that conflict with the Director's decision. The City Manager and Contractor will seek to resolve the appeal through exchange of information and direct negotiations. The City Manager shall render its decision in writing within forty-five (45) days of submission of the appeal; failure of the City Manager to render a decision within this timeframe shall render the appeal denied. The City Manager's decision shall be the final administrative decision and

is a necessary condition precedent for exhaustion of administrative remedies in order to initiate mediation and a lawsuit based on this Agreement.

36.4 Mediation: For any disputes which remain unsolved and have not been waived, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation in Alachua County, Florida to address all unresolved disputes. If the Contractor wishes to contest any decision made by the City Manager, Contractor shall request mediation by providing written notice to the PW Operations Manager within thirty (30) days of the City Manager's written decision. Such notice shall detail the Contract Document provision that conflict with the City Manager's decision. Failure of the Contractor to provide such notice shall constitute the Contractor's acceptance of the City Manager's decision and render any claims or disputes related to the decision waived. The Parties shall submit the dispute to mediation prior to filing, and as a condition precedent to, an action in court, which must be filed within thirty (30) days of conclusion of mediation, or the dispute shall be waived. The City shall provide the Contractor a list of three mediators and the Contractor shall select a mediator from the list. The Parties shall each pay one-half of the mediator's fees and costs. Should any dispute not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law, to extent not waived in accordance with this Agreement.

37 **WORKPLACE VIOLENCE.**

37.2 Employees of the Contractor are prohibited from committing any act of workplace violence. Violation may be grounds for termination of the Agreement. Workplace violence means the commission of any of the following acts by a Contractor's employee:

37.1.1 Battery: intentional offensive touching or application of force or violence to another.

37.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

38 **DUTIES AND OBLIGATIONS.** The rights and remedies available hereunder, and in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by this Agreement and the rights and remedies available to the City thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, special guarantee, or other provisions of this Agreement.

39 **POLLUTION ABATEMENT.** The Contractor shall comply with all federal, state and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of soils, creeks, streams, lakes, wetlands and ponds with fuels, oils, bitumens, chemicals and other harmful materials and shall take necessary measures to minimize soil erosion.

- 40 **INJURY OR DAMAGE TO PEOPLE OR PROPERTY.** Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claims shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 41 **HEALTH CONSIDERATIONS.** The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. The Contractor shall commit no public nuisance.
- 42 **SEVERABILITY.** It is understood and agreed by the Parties that if any provision of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 43 **AMENDMENT.** This Agreement may be amended only by written amendment, work order or work order amendment.
- 44 **INDEPENDENT CONTRACTOR.** In the performance of this Agreement, the Contractor will be acting in the capacity of an independent Contractor, and not as an agent, employee, partner, joint venture, or associate of the City. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the City.
- 45 **GOVERNING LAW AND VENUE.** The laws of the State of Florida, notwithstanding its conflict of laws provisions, shall govern this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.
- 46 **COMPLETE AGREEMENT.** This Agreement contains the sole and entire agreement between the City and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.
- 47 **NON WAIVER.** The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.
- 48 **SUCCESSORS AND ASSIGNS.** The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

49 **NO THIRD PARTY BENEFICIARIES.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ASPHALT PAVING SYSTEMS, INC.

CITY OF GAINESVILLE


Robert Capoferri (May 1, 2023 13:47 EDT)

Robert Capoferri, President

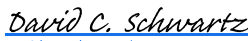
Date: May 1, 2023


Cynthia Curry (May 8, 2023 10:49 EDT)

Cynthia W. Curry, City Manager

Date: May 8, 2023

Approved as to Form and Legality


David C. Schwartz (May 2, 2023 17:31 EDT)

Assistant City Attorney

EXHIBIT 1: FEE SCHEDULE

Crack Seal

Crack Seal	Unit	0 – 100	101 – 1000	1,001 – 5,000	5,001 – 10,000	Over 10,000
Mobilization	Lump Sum	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
After-Hours Mark-up	Percentage	7	7	7	7	7
Spec. 305	Gallons	40.00	34.00	33.00	32.00	30.00

Chip Seal

Chip Seal – Spec. 335-1	Unit	10,000 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 250,000	Over 250,000
Mobilization	Lump Sum	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
After-Hours Mark-up	Percentage	7	7	7	7	7
Single Conventional	Square Yards	4.03	3.78	3.54	3.49	3.35
Single Modified	Square Yards	4.09	3.84	3.60	3.55	3.41
Double Conventional	Square Yards	7.27	6.98	6.74	6.64	6.54
Double Modified	Square Yards	7.35	7.06	6.82	6.72	6.62

Micro-Surfacing

Micro-Surfacing – Spec. 335-2	Unit	10,000 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 250,000	Over 250,000
Mobilization	Lump Sum	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
After-Hours Mark-up	Percentage	7	7	7	7	7
Single Conventional	Square Yards	4.30	3.98	3.85	3.73	3.68
Single Premium	Square Yards	4.70	4.38	4.25	4.13	4.08
Double Conventional	Square Yards	6.85	6.59	6.37	6.18	6.09
Double Premium	Square Yards	7.45	7.19	6.97	6.78	6.69
Rut Filling	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Conventional	Tons	250.00	250.00	250.00	250.00	250.00
Premium	Tons	275.00	275.00	275.00	275.00	275.00

Rejuvenating Scrub Seal

Scrub – Spec. 335-5	Unit	10,000 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 250,000	Over 250,000
Mobilization	Lump Sum	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
After-Hours Mark-up	Percentage	7	7	7	7	7
Rejuvenating Scrub Seal	Square Yards	4.74	4.49	4.25	4.20	4.05

Pavement Markings – (White or yellow if applicable)						
Long Line	Unit	0 – 5	5 – 10	10 – 25	25 – 50	Over 50
6" Solid Paint	Gross Mile	3,622.50	2,725.50	2,070.00	1,667.50	1,518.00
6" Skip 10'-30' Paint	Gross Mile	920.00	690.00	632.50	603.75	575.00
6" Solid Thermo	Gross Mile	7,130.00	6,095.00	5,635.00	5,462.50	5,347.50
6" Skip 10'-30' Thermo	Gross Mile	2,185.00	2,012.50	1,840.00	1,782.50	1,725.00
Supplemental Markings	Unit	0 – 150	151 – 250	251 – 500	501 – 1000	Over 1,000
6" Solid Paint (BLUE)	Linear Foot	2.30	1.84	1.61	1.38	1.15
8" Solid Paint	Linear Foot	2.30	1.84	1.61	1.38	1.15
12" Solid Paint	Linear Foot	4.60	4.37	4.14	3.91	3.68
18" Solid Paint	Linear Foot	6.90	6.56	6.21	5.87	5.52
24" Solid Paint	Linear Foot	9.20	8.74	8.28	7.82	7.36
6" Skip 6'-10' Paint	Gross Linear Foot	0.58	0.46	0.40	0.35	0.29
6" Skip 2'-4' Paint	Gross Linear Foot	0.58	0.46	0.40	0.35	0.29
6" Skip 3'-9' Paint	Gross Linear Foot	0.58	0.46	0.40	0.35	0.29
6" Solid Thermo (BLUE)	Linear Foot	6.90	6.33	6.04	5.75	5.75
8" Solid Thermo	Linear Foot	3.45	3.16	2.88	2.59	2.30
12" Solid Thermo	Linear Foot	6.90	5.75	5.18	4.60	4.03
18" Solid Thermo	Linear Foot	10.35	8.63	7.76	6.90	6.04
24" Solid Thermo	Linear Foot	13.80	11.50	10.35	9.20	8.05
6" Skip 6'-10' Thermo	Gross Linear Foot	1.04	0.98	0.92	0.86	0.81
6" Skip 2'-4' Thermo	Gross Linear Foot	1.04	0.98	0.92	0.86	0.81
6" Skip 3'-9' Thermo	Gross Linear Foot	1.04	0.98	0.92	0.86	0.81
Work Zone RPMs	Each	5.75	5.18	4.60	4.37	4.14
Permanent RPMs	Each	5.75	5.18	4.60	4.37	4.14
Yield Lines Paint	Square Foot	13.80	11.50	10.35	9.20	8.05
Speed Hump/Speed Table Paint	Square Foot	11.50	10.93	10.35	9.78	9.20
Misc. Paint (Bullnose, Curb, Etc.)	Square Foot	11.50	10.93	10.35	9.78	9.20
Yield Lines Thermo	Square Foot	23.00	20.70	18.40	17.25	16.10

Supplemental Markings	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Speed Hump/Speed Table Thermo	Square Foot	18.40	17.25	16.10	14.95	13.80
Misc. Thermo (Bullnose, Curb, Etc.)	Square Foot	23.00	20.70	18.40	17.25	16.10

Messages & Symbols	Unit	0 – 5	6 - 10	11 – 25	26 – 50	Over 50
Left (Message) Paint	Each	92.00	87.40	82.80	78.20	73.60
Right (Message) Paint	Each	103.50	98.33	93.15	87.98	82.80
Stop (Message) Paint	Each	92.00	87.40	82.80	78.20	73.60
Lane (4') (Message) Paint	Each	80.50	76.48	72.45	68.43	64.40
Only (4') (Message) Paint	Each	80.50	76.48	72.45	68.43	64.40
Only (8') (Message) Paint	Each	92.00	87.40	82.80	78.20	73.60
Lane (8') (Message) Paint	Each	92.00	87.40	82.80	78.20	73.60
Turn (Message) Paint	Each	115.00	109.25	103.50	97.75	92.00
Merge (Message) Paint	Each	115.00	109.25	103.50	97.75	92.00
Bus (Message) Paint	Each	69.00	65.55	62.10	58.65	55.20
School (Message) Paint	Each	138.00	131.10	124.20	117.30	110.40
Railroad (Message) Paint	Each	230.00	218.50	207.50	195.50	184.00
Railroad (Bike Path) (Message) Paint	Each	172.50	163.88	155.25	146.63	138.00
Wrong Way Arrow (Symbol) Paint	Each	138.00	131.10	124.20	117.30	110.40
U-Turn (Symbol) Paint	Each	138.00	131.10	124.20	117.30	110.40
Thru Arrow (Symbol) Paint	Each	69.00	65.55	62.10	58.65	55.20
Left or Right Arrow (Symbol) Paint	Each	80.50	76.48	72.45	68.43	64.40
Left or Right and Thru Arrow (Symbol) Paint	Each	115.00	109.25	103.50	97.75	92.00

Messages & Symbols	Unit	0 – 5	6 - 10	11 – 25	26 – 50	Over 50
Left, Right and Thru Arrow (Symbol) Paint	Each	115.00	109.25	103.50	97.75	92.00
Bike Lane Arrow (Symbol) Paint	Each	46.00	43.70	41.40	39.10	36.80
Helmeted Bicyclist (Symbol) Paint	Each	46.00	43.70	41.40	39.10	36.80
Shared Lane Marking (Symbol) (Paint	Each	92.00	87.40	82.80	78.20	73.60
Accessibility (3') (Symbol) Paint	Each	57.50	54.63	51.75	48.88	46.00
Accessibility (5') (Symbol) Paint	Each	69.00	69.55	62.10	58.65	55.20
Left (Message) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Right (Message) Thermo	Each	322.00	305.90	289.80	273.70	257.60
Stop (Message) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Lane (4') (Message) Thermo	Each	253.00	240.35	227.70	215.05	202.40
Only (4') (Message) Thermo	Each	253.00	240.35	227.70	215.05	202.40
Only (8') (Message) Thermo	Each	276.00	262.20	248.80	234.60	220.80
Lane (8') (Message) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Turn (Message) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Merge (Message) Thermo	Each	322.00	305.90	289.80	273.70	257.60
Bus (Message) Thermo	Each	230.00	218.50	207.00	195.50	184.00
School (Message) Thermo	Each	402.50	382.38	362.25	342.13	322.00
Railroad (Message) Thermo	Each	460.00	437.00	414.00	391.00	368.00
Railroad (Bike Path) (Message) Thermo	Each	460.00	437.00	414.00	391.00	368.00
Wrong Way Arrow (Symbol) Thermo	Each	345.00	327.75	310.50	293.25	276.00

Messages & Symbols	Unit	0 – 5	6 - 10	11 – 25	26 – 50	Over 50
U-Turn (Symbol) Thermo	Each	345.00	327.75	310.50	293.25	276.00
Thru Arrow (Symbol) Thermo	Each	115.00	109.25	103.50	97.75	92.00
Left or Right Arrow (Symbol) Thermo	Each	138.00	131.10	124.20	117.30	110.40
Left or Right and Thru Arrow (Symbol) Thermo	Each	184.00	174.80	165.60	156.40	147.20
Left, Right and Thru Arrow (Symbol) Thermo	Each	184.00	174.80	165.60	156.40	147.20
Bike Lane Arrow (Symbol) (Preformed Only) Thermo	Each	161.00	152.95	144.90	136.85	128.80
Helmeted Bicyclist (Symbol) (Preformed Only) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Shared Lane Marking (Symbol) (Preformed Only) Thermo	Each	460.00	437.00	414.00	391.00	368.00
Accessibility (3') (Symbol) Thermo	Each	184.00	174.80	165.60	156.40	147.20
Accessibility (5') (Symbol) Thermo	Each	218.50	207.58	196.65	185.73	174.80

Removal – Grinding	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Mobilization	Lump Sum	1,380.00	1,380.00	1,380.00	1,380.00	1,380.00
Painted Symbols and Messages	Square Foot	5.75	5.46	5.18	4.89	4.60
Painted Stripe	Square Foot	3.22	2.65	2.07	1.84	1.38
Thermoplastic Symbols and Messages	Square Foot	6.90	6.61	6.33	6.04	5.75
Thermoplastic Stripe	Square Foot	3.45	2.88	2.30	1.96	1.73

Removal – Water Blasting	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Mobilization	Lump Sum	2,070.00	1,840.00	1,725.00	1,380.00	1,150.00
Painted Symbols and Messages	Square Foot	5.75	5.46	5.18	4.89	4.60
Painted Stripe	Square Foot	3.22	2.65	2.07	1.84	1.38
Thermoplastic Symbols and Messages	Square Foot	6.90	6.61	6.33	6.04	5.75
Thermoplastic Stripe	Square Foot	3.45	2.88	2.30	1.96	1.73

After-Hours Mark-up	Percentage	25	22	20	18	15
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Exhibit 2 – Work Order Form

WORK ORDER NO:

PROJECT DESCRIPTION:

City: City of Gainesville, a municipal corporation of State of Florida.

Date Issued:

CONTRACTOR:

Execution of the Work Order by the City shall serve as authorization for the Contractor to provide for the above project, Contractor services as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement of _____ dated _____ between the City and the Contractor and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

☐ Drawings/Plans/Specifications

☐ Scope of Work dated _____

☐ Special Conditions

☐ _____

The Contractor shall provide said Work pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The Work authorized by this Work Order shall be commenced upon the date written above. Substantial Completion shall be met by _____ and Final Completion shall be met by _____.

METHOD OF COMPENSATION: The Contractor shall perform all Work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The Contractor's compensation shall be based on the actual Work required by this Work Order. All reimbursable expenses and allowances are itemized in Exhibit "A"

The City shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Contractor that the City, prior to execution of the Work Order, reserves the right to authorize a party other than the Contractor to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the City.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

WITNESS

Signature

Print Name

Date: _____

CONTRACTOR:

By: _____
Signature

Title: _____
Print Name and Title

Date: _____

CITY

By: _____
_____, City Manager
Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

EXHIBIT 3: AMENDMENT TO WORK ORDER

WORK ORDER NO.:

AMENDMENT NO.:

Project Description:

City: City of Gainesville, Florida

Date Issued:

Contractor:

Original Work Order Description:

Amendment Revisions:

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Substantial Completion Date:

Original Final Completion Date:

New Substantial Completion Date:

New Final Completion Date:

CITY:

CONTRACTOR:

By: _____

By: _____

Title: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT 4: PAYMENT BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: City of Gainesville, Florida, Municipal Corporation

PRINCIPAL BUSINESS ADDRESS: 200 E University Avenue, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-334-5000

CONTRACT DETAILS

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to City of Gainesville, Florida, as Obligee, and hereinafter called the City, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2) and §255.05(10), Florida Statutes.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with the City, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the notice and time limitations of §255.05(2) and §255.05(10). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

SIGNATURES NEXT PAGE

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization
this ____ day of _____, 20____, by _____, as
_____ of _____, a _____
corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced
_____ as identification.

Notary Public (Signature) : _____

Printed Name: _____

My Commission Expires: _____ (AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT 5: PERFORMANCE BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: City of Gainesville, Florida, Municipal Corporation

PRINCIPAL BUSINESS ADDRESS: 200 E University Avenue, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-334-5000

CONTRACT DETAILS

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to City of Gainesville, Florida, as Obligee, and hereinafter called the City, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with City, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and City, at the times and in the manner prescribed in the Contract; and
2. pays City all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that City sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract, and City having performed City's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if City elects, upon determination by City and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and City, and make available as work progresses sufficient funds, paid to City, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than City named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By:_____

Witnesses as to Contractor

Name:_____

Title:_____

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) :_____

Printed Name: _____

My Commission Expires: _____ (AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT 6: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT FORM

STATE OF FLORIDA

CITY OF _____

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) He or she is the (title) _____, of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain Work Order dated _____ ("Contract") with the City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for _____, as more particularly set forth in said Contract.

(3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$_____.

(4) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Contract ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(5) Contractor certifies, represents and warrants that all Work to be performed under the Contract has been fully completed, and all Claimants have been paid in full.

(6) In accordance with the Contract Documents and in consideration of \$_____ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Owner relating in any way to the performance of the Contract.

(7) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

EXHIBIT 7: FINAL PAYMENT BOND WAIVER FORM

WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

OWNER: City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida

CONTRACTOR:

PROJECT: Work Order dated _____ (“Contract”) for labor, materials, and services for _____.

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$_____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through _____(insert date) to_____, on the job of the City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON _____.

Claimant:_____

By: _____

(Name)

Title:_____

(Print Title)

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, as _____ of _____.

a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced
_____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

EXHIBIT 8: CERTIFICATE OF INSURANCE

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

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

PRODUCER McKee Risk Management, Inc. 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329	CONTACT NAME: Joseph J. Meola, CIC, CRM PHONE (A/C, No, Ext): 609 561-4161 FAX (A/C, No): 609 567-2824 E-MAIL ADDRESS: rivey@mckeerisk.com																					
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P O Box 530 Hammonton, NJ 08037	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Starr Indemnity & Liability Company</td><td>38318</td></tr> <tr> <td>INSURER B :</td><td></td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Starr Indemnity & Liability Company	38318	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		1000025864231	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		1000008480231	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	X		1000586980231	04/01/2023	04/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	1000004574	04/01/2023	04/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Pavement Management (Preservation & Surfacing) Continuing Services; It is agreed that the City of Gainesville, Florida, a municipal corporation, its officials, employees and volunteers are included as Additional Insureds with respect to the operations performed by the Named Insured if required by written contract per ISO Forms CG2010-12/19, CG2037-12/19.

CERTIFICATE HOLDER

CANCELLATION

City of Gainesville, Florida, a municipal corporation 200 E University Avenue Gainesville, FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Tabulation Sheet

Agency Name City of Gainesville - Procurement Division

Bid Number ITB-PWDA-230027-DH-0-2023/DH

Bid Name Pavement Management (Preservation & Surfacing) Continuing Services

Bid Due Date 01/30/2023 15:00:00 Eastern

Bid Opening Closed

5 responses found.

✓ online, offline, not submitting, not received

Company		Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	APS	01/30/2023 10:46:43 Eastern	9021 Wire Road, Zephyrhills, FL, 33540	\$0.0000	0.0000		ITB Submittal Response	✓
2 .	Pavement Technology, Inc.	01/27/2023 15:31:22 Eastern	24144 Detroit Road, Westlake, OH, 44145	\$0.0000	0.0000		ITB Submittal Response	✓
3 .	Preferred Materials, Inc.	01/30/2023 13:13:44 Eastern	11482 Columbia Park Dr W, Ste 3, Jacksonville, FL, 32258	\$0.0000	0.0000		ITB Submittal Response	✓
4 .	V. E. Whitehurst & Sons, Inc.	01/30/2023 10:33:31 Eastern	20551 NE 75th Street, Williston, FL, 32696	\$0.0000	0.0000		ITB Submittal Response	✓
5 .	Watson Construction Company, LLC	01/30/2023 14:40:49 Eastern	940 NW 247th Drive, Newberry, FL, 32669	\$0.0000	0.0000	Woman Owned	ITB Submittal Response	✓



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 11, 2023		
Agenda Item Name		
Bid Award		
Requested Action		
Requesting approval of bid award with FehI Safe Water Systems to purchase Well pump motors in the amount of \$57,000.00.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Public Services Department contacted the Procurement Services Department to determine the most effective manner to contract a company to provide well pump motors. The Procurement Services Department issued a Request for Bid (RFB) number 23-079 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Procurement Policy. There were eleven (11) responses to the RFB. The award is being recommended to the low responsive and responsible bidder, FehI Safe Water Systems, in the total amount of \$57,000.00 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The estimated amount of this award that is anticipated to be spent in FY 2023 is \$57,000.00, which is included in the current year's approved budget. Department Account Code: 41533-66322-33201		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$57,000.00	41533-66322-33201	\$57,000.00
Exhibits Attached (copies of original agreements)		
1. RFB 23-079 Tabulation	23-079 Tabulation.pdf	
2. RFB 23-079 Notice of Intent to Award	RFB 23-079 Notice of Intent to Award.pdf	



City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

EVALUATION TABULATION

RFB No. 23-079

Purchase of Well Pump Motors

RESPONSE DEADLINE: June 22, 2023 at 2:00 pm

Report Generated: Friday, June 23, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Fehl Safe Water Systems	\$57,000.00
Tampa Armature Works	\$59,574.35
FSR Consulting LLC (dba): Cirrus Systems	\$59,999.02
PSI Technologies, Inc.	\$60,931.80
Technology International, Inc.	\$60,970.00
Ryan Herco Flow Solutions	\$62,624.99
Northrock Enterprises LLC	\$62,975.00
vPrime Tech Inc	\$65,747.00
Motion Industries	\$78,415.67
Complete Facilities Supply	\$86,000.00
PILAR SERVICES INC.	\$90,300.00

EVALUATION TABULATION
RFB No. 23-079
Purchase of Well Pump Motors

TABLE 1 (Table 1 of 3)

					Complete Facilities Supply		Fehl Safe Water Systems		FSR Consulting LLC (dba): Cirrus Systems		Motion Industries		Northrock Enterprises LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	US Motors 200-HP Model FU39	1	Each	\$46,000.00	\$46,000.00	\$30,000.00	\$30,000.00	\$33,232.47	\$33,232.47	\$42,072.38	\$42,072.38	\$36,107.50	\$36,107.50
X	2	US Motors 250-HP Model HF24	1	Each	\$40,000.00	\$40,000.00	\$27,000.00	\$27,000.00	\$26,766.55	\$26,766.55	\$36,343.29	\$36,343.29	\$26,867.50	\$26,867.50
Total						\$86,000.00		\$57,000.00		\$59,999.02		\$78,415.67		\$62,975.00

TABLE 1 (Table 2 of 3)

					PILAR SERVICES INC.		PSI Technologies, Inc.		Ryan Herco Flow Solutions		Tampa Armature Works		Technology International, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	US Motors 200-HP Model FU39	1	Each	\$49,200.00	\$49,200.00	\$25,996.50	\$25,996.50	\$35,848.04	\$35,848.04	\$34,095.22	\$34,095.22	\$34,835.00	\$34,835.00
X	2	US Motors 250-HP Model HF24	1	Each	\$41,100.00	\$41,100.00	\$34,935.30	\$34,935.30	\$26,776.95	\$26,776.95	\$25,479.13	\$25,479.13	\$26,135.00	\$26,135.00
Total						\$90,300.00		\$60,931.80		\$62,624.99		\$59,574.35		\$60,970.00

EVALUATION TABULATION
RFB No. 23-079
Purchase of Well Pump Motors

TABLE 1 (Table 3 of 3)

Selected	Line Item	Description	Quantity	Unit of Measure	vPrime Tech Inc	
					Unit Cost	Total
X	1	US Motors 200-HP Model FU39	1	Each	\$27,957.57	\$27,957.57
X	2	US Motors 250-HP Model HF24	1	Each	\$37,789.43	\$37,789.43
Total						\$65,747.00



NOTICE OF INTENT TO AWARD
RFB No. RFB 23-079
Purchase of Well Pump Motors

RESPONSE DEADLINE: June 22, 2023

Tuesday, June 27, 2023

After the careful and thorough review of all responses received to solicitation number RFB 23-079 titled Purchase of Well Pump Motors, the City hereby issues this Notice of Intent to Award to the following company:

Fehl Safe Water Systems

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 11, 2023		
Agenda Item Name		
Bid Award		
Requested Action		
Requesting approval of proposal award to Inside Edge Commercial Interior Services LLC to provide all labor, material, and equipment necessary to replace the Champion Splash pad.		
Staff Report		
The Procurement Services Department and the Parks and Recreation Department recommend approval of the above action. The Parks and Recreation Department contacted the Procurement Services Department to determine the most effective manner to contract a company to replace the Champion Splash pad surface. The Procurement Services Department issued a Request for Proposal (RFP) number 23-071 to acquire these services. The RFP was fully competed, advertised, and complies with the City of Clermont Procurement Policy. There was a single response to the RFP. The award is being recommended to the low responsive and responsible bidder, Inside Edge Commercial Interior Services LLC, in the total amount of \$118,346.68 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The estimated amount of this award is anticipated to be spent in FY 2023 is \$118,346.68, which is included in the current year's approved budget. Account Code: 12574-66301-72109.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFP 23-071 Notice of Intent to Award	RFP 23-071 Notice of Intent to Award.pdf	
2. Splash Pad Proposal	Splash Pad Proposal.pdf	



NOTICE OF INTENT TO AWARD
RFP No. RFP 23-071
Champion Splash Pad Replacement

RESPONSE DEADLINE: June 22, 2023 at 2:00 pm

Wednesday, June 28, 2023

After the careful and thorough review of all responses received to solicitation number RFP 23-071 titled Champion Splash Pad Replacement, the City hereby issues this Award Recommendation to the following company:

Inside Edge CIS - Safety Surfaces

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director

QUOTE

****VALID FOR 60 DAYS - 08.07.2023****

Project - Labor, Materials, & Shipping	SQ FT	SUBTOTAL
City of Clermont Splash Pad	4,610	\$118,346.68

☐ TAX - (Uncheck to REMOVE tax if project is tax exempt) \$4,501.25

***Tax Exempt Certificate Required

Total \$118,346.68

Payment Terms:

- 10% Down payment (Due upon signing of contract)
- 90% Final payment (Due upon substantial completion)

Purchaser Signature: _____ Date: _____

Printed Name/Title: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 11, 2023		
Agenda Item Name		
Bid Award and Budget Amendment		
Requested Action		
Requesting approval of bid award with B & B Outdoor, LLC to construct a new concrete sidewalk along Osceola Street from Lake Avenue to 5th Street in the amount of \$66,125.00 and a budget amendment in the amount of \$24,741.72 in the general fund.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Public Services Department contacted the Procurement Services Department to determine the most effective manner to contract a company to construct a new concrete sidewalk along Osceola Street from Lake Avenue to 5th Street. The Procurement Services Department issued a Request for Bid (RFB) number 23-084 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Procurement Policy. There were five (5) responses to the RFB. This project is to construct a new concrete sidewalk along Osceola Street from Lake Avenue to 5th Street. The construction consists of installing new sidewalks on the South side of Osceola Street, removing, and re-constructing existing driveway aprons if necessary. This project is a part of the ongoing work to fill in gaps in the sidewalk system to improve pedestrian access across the City. The award is being recommended to the low responsive and responsible bidder, B & B Outdoor, LLC, in the total amount of \$66,125.00 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The amount of this award that is anticipated to be spent in FY 2023 is \$66,125.00. The cost of the project will be split between two funds. The budget amendment is needed for a portion of the total project cost. The General Fund portion (\$24,741.72) will be funded from reserves in an existing restricted fund balance reserve for pedestrian/transportation. The Infrastructure Fund portion (\$41,383.28) is budgeted in the current FY budget in Fund 120. Department Account Code: 10541-66313-41104 = \$24,741.72 Department Account Code: 12541-66303-41105 = \$41,383.28		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$66,125	10541-66313-41104, 12541-66303-41105 cap-out sidewalks	\$69,741
Exhibits Attached (copies of original agreements)		
1. RFB 23-084 Notice of Intent to Award	RFB 23-084 Notice of Intent to Award.pdf	
2. RFB 23-084 Tabulation	RFB 23-084 Tabulation.pdf	



NOTICE OF INTENT TO AWARD
RFB No. RFB 23-084
Osceola Street Sidewalk Improvements

RESPONSE DEADLINE: June 22, 2023 at 2:00 pm

Thursday, June 29, 2023

After the careful and thorough review of all responses received to solicitation number RFB 23-084 titled Osceola Street Sidewalk Improvements, the City hereby issues this Award Recommendation to the following company:

B&B Outdoor, LLC

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



EVALUATION TABULATION

RFB No. RFB 23-084

Osceola Street Sidewalk Improvements

RESPONSE DEADLINE: June 22, 2023 at 2:00 pm

Report Generated: Friday, June 23, 2023

SELECTED VENDOR TOTALS

Vendor	Total
B&B Outdoor, LLC	\$132,250.00
LAS CONTRACTING CORP	\$146,000.00
Stage Door II, inc	\$159,800.00
Traverse Group Inc	\$193,044.00
DB Civil Construction	\$262,800.00

PRIMARY BID

Basis of Award

Primary Bid					B&B Outdoor, LLC		DB Civil Construction		LAS CONTRACTING CORP		Stage Door II, inc		Traverse Group Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Osceola Street Sidewalk Improvements - North Side	1	LUMP SUM	\$66,125.00	\$66,125.00	\$128,950.00	\$128,950.00	\$83,000.00	\$83,000.00	\$94,900.00	\$94,900.00	\$89,913.00	\$89,913.00
Total						\$66,125.00		\$128,950.00		\$83,000.00		\$94,900.00		\$89,913.00

EVALUATION TABULATION
RFB No. RFB 23-084
Osceola Street Sidewalk Improvements

ALTERNATE BID

Optional Improvements

Selected	Alternate Bid				B&B Outdoor, LLC		DB Civil Construction		LAS CONTRACTING CORP		Stage Door II, inc		Traverse Group Inc	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	Osceola Street Sidewalk Improvements - South Side	1	LUMP SUM	\$66,125.00	\$66,125.00	\$133,850.00	\$133,850.00	\$63,000.00	\$63,000.00	\$64,900.00	\$64,900.00	\$103,131.00	\$103,131.00
Total						\$66,125.00		\$133,850.00		\$63,000.00		\$64,900.00		\$103,131.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 11, 2023		
Agenda Item Name		
Lake County School Resource Officer Program Agreement Approval		
Requested Action		
Staff Report		
An Agreement between the School Board of Lake County and the City of Clermont for the School Resource Officer Program for the 2023-2024 year. The Agreement begins on the 10th day of August 2023 through the last day of school for students in May 2024. Clermont Police Department will provide four (4) police officers in the designated schools indicated in the Agreement.		
Additional Analysis		
Fiscal Impact Summary		
The School Board will pay the City of Clermont \$343,016.00 for the services of four (4) school resource officers for the 2023/2024 school year.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. City of Clermont SY23-24	City of Clermont SY23-24.pdf	

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF CLERMONT, FOR
SCHOOL RESOURCE OFFICER PROGRAM [2023-2024]**

This **AGREEMENT** is entered into by and between the **City of Clermont**, a Florida municipal corporation, hereinafter referred to as “LAW ENFORCEMENT AGENCY” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “SCHOOL BOARD”.

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking four (4) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place four (4) **City of Clermont** Police Officers at **Cypress Ridge Elementary (1), and Lost Lake Elementary (1), Aurelia Cole Academy K-8 (2)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide four (4) sworn **City of Clermont** Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the SCHOOL BOARD to act as SROs at the three (3) designated schools under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 10th day of August 2023 through the last day of school for students in May 2024.

2. Compensation. The SCHOOL BOARD will pay the **City of Clermont** the sum of Three hundred forty-three thousand sixteen (\$343,016.00) Dollars for services of the four (4) SROs provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the LAW ENFORCEMENT AGENCY in equal quarterly installments (September, November, February and May) commencing on the 1st day of September 2023. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event

that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for three (3) designated schools. The SROs shall interact with students and provide security at the three (3) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit “A” attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY’s failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school

to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the three (3) designated schools. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Superintendent's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Dismissal/Replacement/Absence.

The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage.

The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD'S Safety and Security Specialist.

LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence or due to other related assignments.

8. Hours of Assignment. The SROs will be stationed at the three (3) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.

10. Off Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three (3) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers

Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the School Board's School Safety Specialist.

B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the School Board's School Safety Specialist to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT
AGENCY:

Chief of Police
City of Clermont Police Department

3600 U.S. 27
Clermont, FL 34711

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“SCHOOL BOARD”

**THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA**

By: _____
Marc Dodd, Chairperson

Date: _____

Approved as to form:

School Board Attorney

Attest: _____
Diane S. Kornegay, Superintendent

“LAW ENFORCEMENT AGENCY”

CITY OF CLERMONT

By: _____
Tim Murry, Mayor

Date: _____

Approved as to form:

Attest: _____
Daniel Mantzaris, City Attorney

EXHIBIT “A”

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Clermont Police Department’s standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as C Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however, activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school’s computer-based management system to sign in and out to verify attendance. During times that the SROs are unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO’s supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his/her designee shall advise the Officers’ supervisor of the school’s calendar.
8. The SROs may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated

school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SROs will serve as the mandated sworn law enforcement officer on the school Threat Management team; and accordingly will complete the required Threat Management training in accordance with 6A-1.0018, F.A.C. and 1006.07, Florida Statutes.

16. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

17. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

18. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.

19. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.

20. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

21. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safe Schools Department of the SCHOOL BOARD.

22. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

23. The SROs shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

24. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

25. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

26. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 11, 2023		
Agenda Item Name		
Canvassing Board Appointment		
Requested Action		
Staff Report		
The City of Clermont will have a Primary Election on August 22, 2023 and a Municipal General Election on November 7, 2023. The Canvassing Board consists of 3 members. There are a total of 14 canvassing board meetings requiring attendance by the entire Canvassing Board. The times and dates of those meetings are attached to the agenda item. Staff recommends appointing City Clerk Tracy Ackroyd Howe, Clermont resident Timothy Bates and Lake County Supervisor of Elections Alan Hays. In addition, the appointment of an alternate Records Administrator, Don Price.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. CanvassingBoardSchedule	CanvassingBoardSchedule.pdf	

Canvassing Board Meeting Schedule

2023

Municipal Pre-Election Runoff (Primary)

- 08/15/23
 - 8:30 AM
 - Organizational Meeting
 - 9:00 AM
 - Logic & Accuracy (Public) Test
 - 2:00 PM
 - VBM ballot tabulation, duplication authority, ballot duplication
- 08/18/23
 - 8:30 AM – 5:00 PM
 - Ballot tabulation, VBM ballot canvass, ballot duplication
- 08/21/23 (if needed)
 - 8:30 AM – 5:00 PM
 - Ballot tabulation, VBM ballot canvass, ballot duplication
- 08/22/23 – ELECTION DAY
 - 5:30 PM
 - Ballot tabulation, VBM ballot canvass, ballot duplication
 - Meeting will conclude after All Election Day precinct returns have been received and All VBM ballots have been tabulated
- 08/23/23
 - 10:00 AM
 - Provisional ballot review, initiate Signature Cure Affidavit process
- 08/25/23
 - 8:30 AM
 - Provisional ballot review, cure affidavit review, sign unofficial election results certification
 - 5:30 PM
 - Provisional ballot review, Cure Affidavit Review, set scope for Voting Systems Audit, and sign election results certificate(s); Identify scope (contest/precincts) of Post-Election Voting System Audit
- 08/29/23
 - 8:30 AM
 - Post-Election Voting System Audit

Canvassing Board Meeting Schedule

2023

Municipal Election

- 10/31/23
 - 8:30 AM
 - Organizational Meeting
 - 9:00 AM
 - Logic & Accuracy (Public) Test
 - 2:00 PM
 - VBM ballot tabulation, duplication authority, ballot duplication
- 11/03/23
 - 8:30AM – 5:00 PM
 - Ballot tabulation, VBM ballot canvass, ballot duplication
- 11/06/23 (if needed)
 - 8:30 AM – 5:00 PM
 - Ballot tabulation, VBM ballot canvass, ballot duplication
- 11/07/23 – ELECTION DAY
 - 5:30 PM
 - Ballot tabulation, VBM ballot canvass, ballot duplication
 - Meeting will conclude after All Election Day precinct returns have been received and All VBM ballots have been tabulated
- 11/08/23
 - 10:00 AM
 - Provisional ballot review, initiate Signature Cure Affidavit process
- 11/09/23
 - 5:30 PM
 - Provisional ballot review, Cure Affidavit Review, set scope for Voting Systems Audit, and sign election results certificate(s); Identify scope (contest/precincts) of Post-Election Voting System Audit
- 11/14/23
 - 8:30 AM
 - Post-Election Voting System Audit



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 11, 2023		
Agenda Item Name		
Taste of South Lake Event and Open Container Request and Boat Ramp Closure		
Requested Action		
Recommend to approve the South Lake Chamber of Commerce to have an open container area and boat ramp closure for their "Taste of South Lake" event on November 2, 2023 at Waterfront Park.		
Staff Report		
The South Lake Chamber is requesting to have a designated open container area at Waterfront Park on November 2, 2023 from 5:00 PM to 8:30 PM for their annual "Taste of South Lake" event. Requesting closure of the boat ramp all day on November 2, 2023. The organization's open container area consists of a fenced in area at Waterfront Park on the grass area. The South Lake trail will remain open for daily use of the public. Please see attached map for specific location. The organization will be exercising its 501c3 right and pull the alcohol license from the Alcohol Beverage and Tobacco Agency. They have agreed to the proper number of police, medical, and staff as directed.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 11-2-23 Taste of South Lake Rental Application	11-2-23 Taste of South Lake Rental Application.pdf	
2. Boat Ramp closure request letter	Boat Ramp closure request letter.pdf	
3. Vendor Layout map	Vendor Layout map.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

954
Held dates TUES OCT. 31-THUR. NOV 2.

Today's Date 02/23/23
Name of Event Taste of South Lake & Business Expo
Date(s) of Event Thursday, Nov 2, 2023 Estimated Attendance: 1200
Event Start Time: 5:30 p.m. Event End Time: 8:30 p.m.
Before Event Setup Time: Oct 31 (tent), After Event Cleanup Time: Nov 2 | 9:30am | Nov 3 (tents)
Name of Organization/Applicant South Lake Chamber of Commerce

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

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

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

Federal ID # or Driver's License # _____

Event Contact David Colby Email office@southlakechamberfl.com
Day Phone 352-394-4191 Cell Phone 352-394-4191
Address 620 W. Montrose St. City Clermont State FL Zip 34711
Secondary Contact Nate Edmund Phone # 352-394-4191

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

NA

Briefly Describe Event: Expo style even that includes restaurant vendors handing out samples of their specialty or signature dishes plus business vendor booths providing information about their business. Attended by local and non-local residents of all ages

Location of Event on City Property: Map 1 ☒ A ☒ B ☐ C ☐ D ☐ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 80x130; 60x130; 20x20

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: Power for lights

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☐ Yes ☒ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Speakers and live band

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☐ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☒ Yes ☐ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Taste of South Lake & Business Expo
 DATE OF EVENT: Thursday, November 2nd, 2023
 EVENT CONTACT: David Colby
 REFUND MAILING ADDRESS: 620 W. Montrose St.
 Street Address
 Clermont FL 34711
 City ST Zip
 CELL PHONE: 407-963-7349

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

David B. Colby Digitally signed by David B. Colby
Date: 2023.02.23 16:00:00 -05'00'

Applicant's Signature

David Colby

Printed Name

President & CEO

Title

02/23/2023

Date

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

Department / Division Routing:

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

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

FACILITY SALES RECEIPT



Receipt # 92472
Payment Date: 02/23/23
Household: 999999998

Clermont City Center
 620 West Montrose Street
 CLERMONT FL 34711
 Phone: (352)708-5975

Internal Parks & Recreation
 3700 S Hwy 27
 Clermont FL 34711

Reservation Details: Waterfront Park, Waterfront Park Entire - Area C

Reserv. Contact: **Internal Parks & Recreation**
 Phone Number: **(352)394-3500**
 Reserv. Number: 14651
 Status: Internal
 Anticipated Count: 1200

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Special Questions:	Tue 10/31/2023 @ 6:00A thru Thu 11/02/2023 @11:55P	0.00	0.00	0.00	0.00	0.00
	Police Requests:					
	Fire Requests:					
	Reservation Purpose:					

Processed on 02/23/23 @ 4:20 pm by jgoogejeffries

Total New Fees	0.00
Total Due	0.00
Total Fees Paid	0.00
Total Paid	0.00



POS SALES RECEIPT

Clermont City Center

620 West Montrose Street

CLERMONT FL 34711

Phone: (352)708-5975

Fed Tax ID: 59-6000290

Clerk: rrice

Date: 03/03/2023 @ 12:39 pm

H/H: South Lake Chamber of Commerce

H/H #: 954

South Lake Chamber of Commerce

Description	Ext Price
Application Fee	10.00
Total New Fees	0.00
Old Balances Included	10.00
Total Due	10.00
Total Fees Paid	10.00
Total Paid	10.00

Payment of: 10.00 Made By: Check With
Reference: 13312

Receipt # 92860

FACILITY SALES RECEIPT



Receipt # 93248
Payment Date: 03/13/23
Household: 954

Clermont City Center
 620 West Montrose Street
 CLERMONT FL 34711
 Phone: (352)708-5975

South Lake Chamber of Commerce
 620 W Montrose Street
 Clermont FL 34711
 office@southlakechamber-fl.com

Reservation Details: Waterfront Park, Waterfront Park Entire - Area C

Reserv. Contact: **South Lake Chamber of Commerce**
 Phone Number: **(352)394-4191**
 Reserv. Number: **14860**
 Status: **Firm**
 Anticipated Count: **1200**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Thu 11/02/2023 6:00A to 11:55P	0.00	0.00	0.00	0.00	0.00
Deposit:	350.00	350.00	0.00	0.00	350.00

<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Deposit	350.00	1.00	0.00	0.00	350.00

Special Questions: Police Requests: Taste of Southlake
 Fire Requests:
 Reservation Purpose:

Processed on 03/13/23 @ 12:05 pm by rrice

Total New Deposit Fees	350.00
Total New Fees	0.00
Total Due	350.00
Total Fees Paid	0.00
Total Paid	0.00
Balance From Receipt	350.00



352-394-4191
office@southlakechamber-fl.com
www.southlakechamber-fl.com
620 W. Montrose Street
Clermont, FL 34711

June 12, 2023

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

Dear Brian,

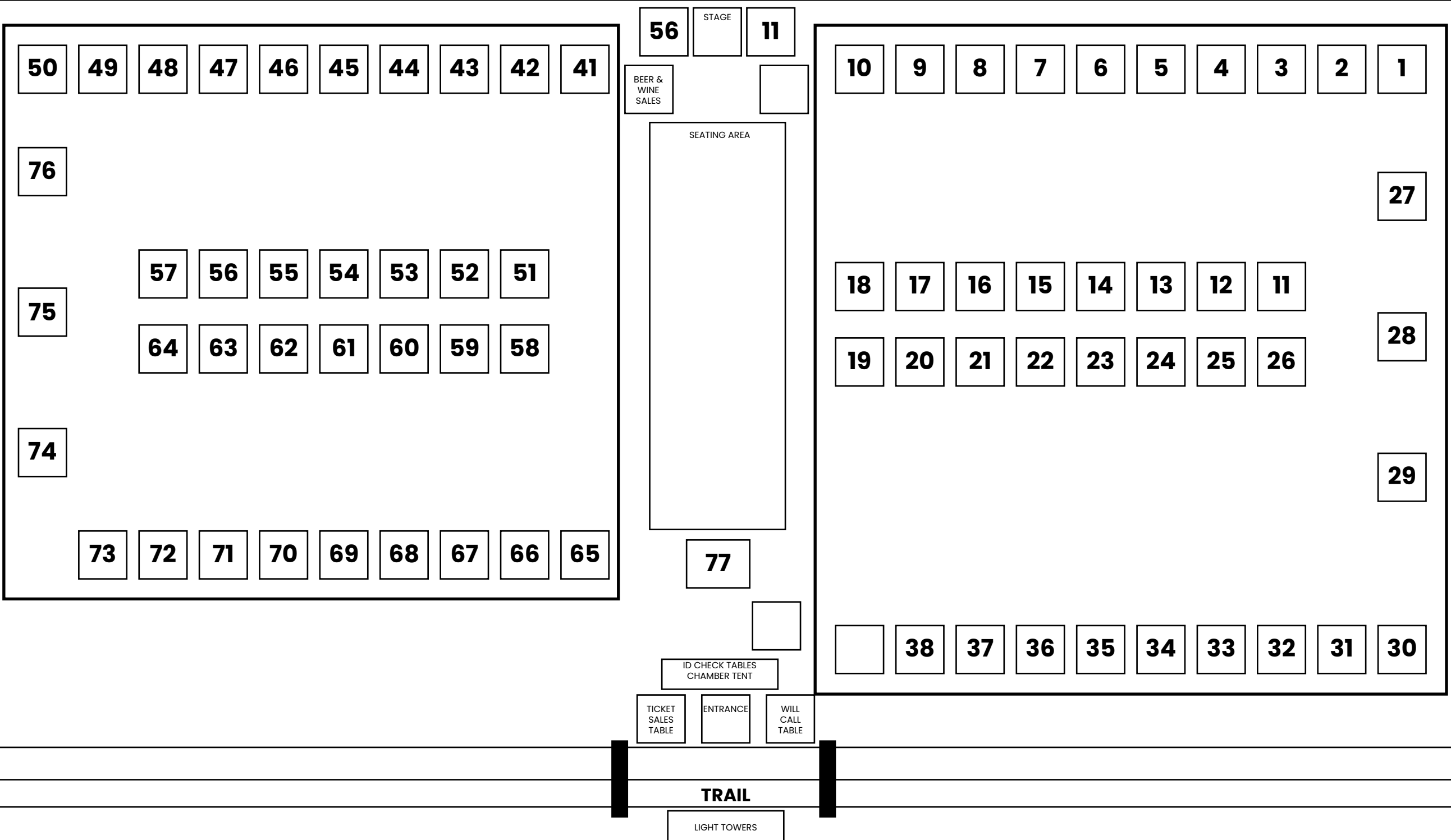
On behalf of the South Lake Chamber of Commerce, I am writing to kindly request the temporary closure of the boat ramp on Thursday, November 2nd, 2023. This request is for our upcoming 12th Annual Taste of South Lake & Business Expo located at Waterfront Park.

We understand the importance of the boat ramp to the community, and we hope that you can accommodate our request for the date mentioned above. We are expecting approximately 1200 guests which will result in nearly 600 vehicles. By closing the boat ramp, we can manage traffic more efficiently and reduce the parking stress for our guests.

Thank you for your time in considering our request. We truly appreciate your partnership and collaboration with this event. The Chamber is looking forward to working with you to make our 12th Annual Taste of South Lake & Business Expo a great success.

Sincerely,

David B. Colby
President & CEO
South Lake Chamber of Commerce





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 11, 2023		
Agenda Item Name		
Clermont Taco and Margarita Festival and Open Container Request		
Requested Action		
Recommend to approve the Clermont Taco and Margarita Festival to have an open container area event on May 4 - 5, 2024 at Waterfront Park.		
Staff Report		
Les Allier is requesting to have a designated open container area at Waterfront Park on May 4th and May 5th, 2024 from 12:00 PM to 6:00PM both days for the Clermont Taco and Margarita Festival. The applicant will be required to have the open container area fenced in at Waterfront Park on the grass area. The South Lake trail will remain open for daily use of the public. The applicant will pull the proper alcohol license from the Alcohol Beverage and Tobacco Agency. The applicant has agreed to the proper number of police, medical, and staff as directed.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Application	Application.pdf	
2. Map	Map.jpg	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

10202

Today's Date 4/27/2023
Name of Event Clermont TACO & Margarita Festival
Date(s) of Event 5/4/2024 5/5/2024 Estimated Attendance: 2000 per day
Event Start Time: 12pm Event End Time: 6pm
Before Event Setup Time: _____ After Event Cleanup Time: _____
Name of Organization/Applicant LOCAL PRO ENT INC

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

Check Type of Organization ☒ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

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

Federal ID # or Driver's License # _____

Event Contact Les Allier Email LOCAL PRO ENT INC
Day Phone 407-913-9947 Cell Phone 352-910-3277
Address 3436 Glossy Leaf Lane City Clermont State FL Zip 34711
Secondary Contact _____ Phone # _____

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event: TACOS, Margaritas, Wrestling, other entertainment
w/ vendors & Kid zone

Location of Event on City Property: Map 1 ☐ A ☐ B ☒ C ☐ D ☐ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 40x40 2 of them

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☐ Yes ☐ No Describe the need:

Additional permits may be required based on use

Electrical Power Provided: ☐ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use:

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☒ Yes ☐ No Ride Types: ☐ Mechanical ☒ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☐ Yes ☒ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☐ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☐ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: PA system @ Pavilion

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☐ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Clermont Taco & Margarita Festival
 DATE OF EVENT: 5/4 5/5 2024
 EVENT CONTACT: Les Allen
 REFUND MAILING ADDRESS: 3436 Glossy Ln
 Street Address
Clermont FL 34711
 City ST Zip
 CELL PHONE: 407-913-9947

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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



Applicant's Signature

Title

Les Allier

Printed Name

4/28/2024

Date

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

Department / Division Routing:

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

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

- Entertainment
- Vendors / Food & Drink
- Bathrooms
- Kid Zone
- 30x30 Tent
- VIP Checkin
- Fence

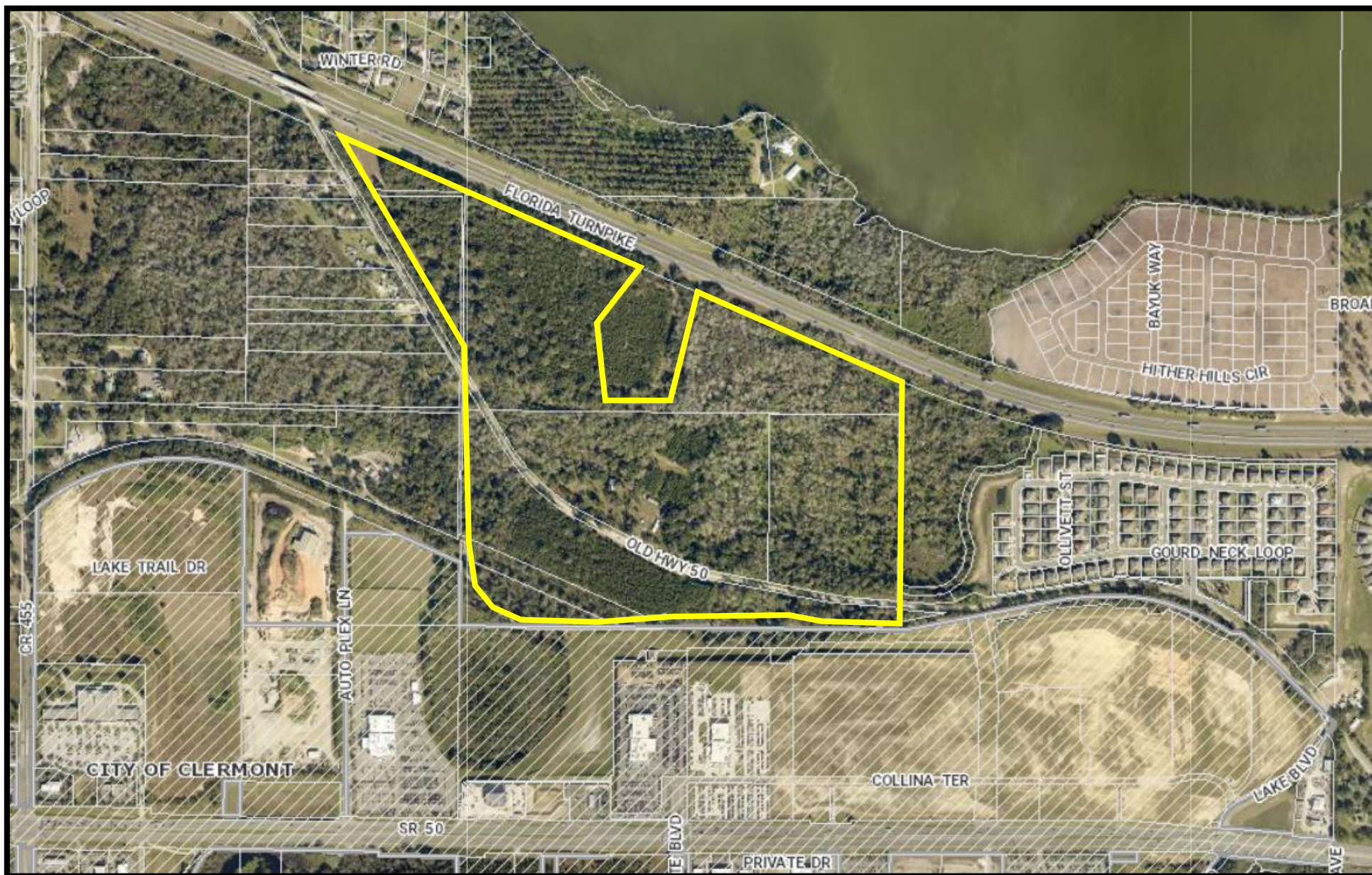


AGENDA ITEM

Meeting Date	
Tuesday, July 11, 2023	
Agenda Item Name	
Joint Planning Area (JPA) Review <i>Green Mountain/Old SR 50 PUD</i>	
Requested Action	
Recommend providing comments on the JPA review.	
Staff Report	
City staff is requesting comments from the City Council regarding a proposed project within the Joint Planning Area (JPA) being considered in Lake County. The project, Green Mountain PUD, consists of 123 vacant acres located along Old Highway 50, south of the turnpike, north of Plaza Collina, east of CR 455 and west of the Orange County line. The applicant, Thomas Daly (Daly Design Group), has proposed the development of 192 Single Family Residential homes and 342 multifamily units for a total of 534 dwelling units. The applicant is requesting to change the existing Future Land Use Designation from Lake County Urban Low Density (which allows 4 dwelling units per acre) to Urban High Density Residential (which allows up to 12 dwelling units per acre). The development application also includes a rezoning request from the existing Lake County (R-3) Medium Residential and (A) Agricultural district to (PUD) Planned Unit Development. The applicant will be requesting water and sewer service from the City of Clermont.	
	
The applicant has applied for Lake County PUD Zoning and is requesting waivers to the development regulations as part of the proceedings, which would waive JPA requirements. Staff has identified items within the PUD that do not meet the JPA requirements. The Clermont JPA requires a minimum 75-ft lot size for single family homes. The proposed development is requesting 50 foot lots. In addition, a PUD conceptual plan showing the layout of the project has not been submitted and additional items may not meet the Clermont JPA, such as right-of-way width and minimum lot sizes.	
Staff is requesting your comments and recommendations for this project. These comments will be forwarded to Lake County Planning and Zoning and the Lake County Board of County Commissioners. Staff is not in support of this project since it does not meet the JPA standards.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Site Map	Site Map.pdf	
2. Zoning application	Zoning application.pdf	
3. 21235 Conceptual LUP	21235 Conceptual LUP.pdf	
4. 21235 Comprehensive Plan Amendment justification report condensed	21235 Comprehensive Plan Amendment justification report condensed.pdf	

Green Mountain/Old Highway 50 PUD – City of Clermont/Lake Co. JPA Review





Office of Planning and Zoning

Rezoning Application

Date: _____

1. Project Name: GREEN MOUNTAIN PUD
2. Applicant's name: THOMAS DALY (DALY DESIGN GROUP)
Mailing address: 913 N PENNSYLVANIA AVE, WINTER PARK FL. 32789
E-Mail address: TDALY@DALYDESIGN.COM Telephone number: 407-740-7373
Status: Owner _____ Appointee _____ Agent _____ Purchaser _____ Engineer _____ Consultant X
3. Owner's name: BOB HARRELL (PINECASTLE INVESTMENT PROPERTIES, LLC)
Mailing address (complete) 5300 S ORANGE AVE, ORLANDO FL 32809
E-Mail address: BHPINC@BELLSOUTH.NET Telephone number: _____
4. General Location of the subject property: NORTH OF SR 50, SOUTH OF FL TURNPIKE,
EAST OF CR 422 AND WEST OF THE ORANGE COUNTY LINE ON OLD HWY 50
5. Property legal description: Section 24 Township 22 Range 26
Alternate Key No(s) 3832862 / 2514809 / 1109051 / 1037387 / 3037243 / 3884751 / 3866511 / 1109051
6. Area of property: 5,359,622.40 Sq. Ft. Acres: 123.04 AC
7. Does property have or intend to provide:
Individual well and septic? Yes _____ No X; or explain how services will be provided: _____
Central water & sewer? Yes X No _____ If yes, utility provider documentation required.
Name of utility provider: CLERMONT **NOTE:** Utility provider documentation required.
8. Existing zoning: LAKE COUNTY R-3 AND A-1 Proposed zoning: PUD
If this is an amendment to an existing planned district, please provide the existing ordinance number:

9. Future Land Use Category: URBAN LOW DENSITY
Wekiva River Protection Area: Yes _____ No X
Green Swamp Area of Critical State Concern: Yes _____ No X
Joint Planning Area: Yes X No _____
Interlocal Service Boundary Agreement: Yes X No _____
10. Affordable Housing Projects: Estimated value of structure(s) and land for each lot.
Structure(s): \$ _____ + Land \$ _____ = Total \$ _____
If the combined value is equal to or less than 80% of the median price of a home in the Orlando Metropolitan Statistical Area (MSA) and/or at least 30% of the dwellings in each phase are affordable; then the project qualifies for expedited review.

11. Is this application being requested due to any Code Violation(s)? Please provide the code case information and specify the basis or reason(s) for this request.

Code Case Number: _____

Brief Description of Code Case Violation: _____

12. Has any previous application been filed in connection with this property?

YES _____ NO ^X_____. If yes, provide the case/file number, application request or ordinance number and briefly describe the nature and outcome of the request.

Project Name: _____

Application Request or Case/File Number: _____

Project Description and Outcome: _____

You have the option to request a Development Review Staff (DRS) meeting or written comments only. If requesting a DRS meeting, please indicate whether legal representation will be present, and provide a list of all attendees, including company name, titles, phone numbers and email addresses.

Please check which one you would prefer: _____ DRS Meeting _____ Written Comments Only

TO BE COMPLETED BY STAFF:

Date: _____

Verbal Pre-submittal Project #: _____ Public Hearing #: _____

Project Number: _____ Applicant Request Number: _____

Existing Zoning: _____

Future Land Use Category: _____

Section: _____ Township: _____ Range: _____

Planning Area: _____

Overlay District: _____

Utility Service Area: _____ Commission District: _____

Notes: _____

Staff Name: _____ Date: _____

OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

BEFORE ME, the undersigned authority personally appeared ROBERT HARRELL, who being by me first duly sworn on oath, deposed of and says:

1. That he/she is the fee-simple owner or corporate officer of the ownership entity of the property legally described on page 3 of this application.
2. That he/she desires rezoning from A-1 AND R-3 to PUD for the property legally described on Page 3 of this Application. Permission is granted for staff to conduct a site visit for purposes of review of this rezoning application.
3. That he/she has appointed THOMAS DALY (DALY DESIGN GROUP) to act as Agent to accomplish the above. The Owner is also required to complete the APPLICANT'S AFFIDAVIT of this Application if NO AGENT is appointed to act in his stead.

Robert Harrell Manager

Affiant (Owner's Signature)

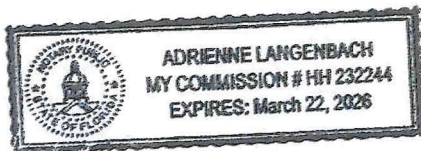
State of Florida

County of ~~Lake~~ ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23RD day of FEBRUARY, 2022, by Robert Harrell

Personally Known OR Produced Identification

Type of Identification Produced _____



Adrienne Langenbach

Notary Signature
(SEAL)

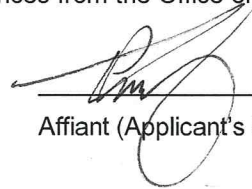
NOTE: All Applications shall be signed by the Owner(s) of the Property, or some person duly authorized by the Owner to sign. The authority authorizing such person other than the Owner to sign MUST be attached.

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority personally appeared THOMAS DALY (DALY DESIGN GROUP), who being by me first duly sworn on oath, deposes and says:

1. That he/she affirms and certifies that they understand and will comply with all Ordinances, Regulations, and Provisions of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of their knowledge and belief, and further, that this application and attachments shall become part of the Official Records of Lake County, Florida, and are Not Returnable.
2. That he/she desires rezoning from A-1 AND R-3 to PUD for the property legally described on Page 3 of this application.
3. That the submittal requirements for the application, which are shown on Page 7, have been completed and attached hereto as part of this application.
4. That the sign cards which will be posted by the Office of Planning and Zoning on or before the first (1st) working day of the month in which the case will be considered for public hearing before the Planning and Zoning Board and the Board of County Commissioners, will remain posted until final determination has been made by the Board of County Commissioners, after which said signs are to be REMOVED AND DESTROYED BY THE APPLICANT.
5. That he/she understands that all formal correspondences from the Office of Planning and Zoning will be provided by email.



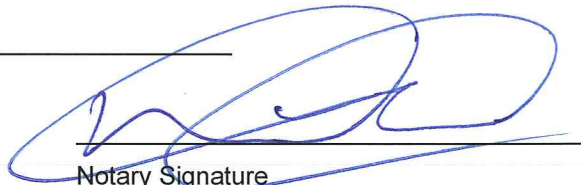
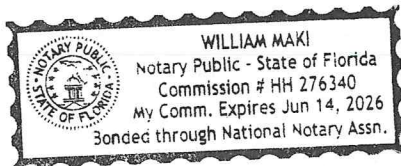
Affiant (Applicant's Signature)

State of Florida
County of Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16 day of MARCH, 2023, by THOMAS DALY.

Personally Known OR Produced Identification

Type of Identification Produced PERSONALLY KNOWN


Notary Signature
(SEAL)

APPLICATION FILING FEES

1. Planning & Zoning Rezoning Application Fees (select one from A – H). This is the minimum amount due when submitting a completed application package.

A. Rezoning to AR, R1, R2, R3, R4, R6, R7, & RP (ZFJ)	\$1,000.00	_____
B. Rezoning to "A" Agriculture and "RA" Ranchette District (ZFM)	\$ 200.00	_____
C. Rezoning to Commercial, Industrial, CFD RV or RMRP – (ZFK)	\$1,250.00	_____
D. Rezoning to Planned Unit Development – (ZFN)	\$1,250.00	_____
E. PUD (includes CFD, CP, & MP) Major Amendment to Development Plan – (PUDF)	\$ 550.00	_____
F. PUD (includes CFD, CP, & MP) Non-Substantial Text Amendment – (PUDJ)	\$ 400.00	_____
G. PUD Non-Substantial Amendment to Development Plan (20 lots or less) – (PUDK)	\$ 250.00	_____
H. PUD Non-Substantial Amendment to Development Plan – (PUDM)	\$ 525.00	_____

2. Legal Advertising Fees. This will be assessed while staff reviews the application; you will be provided with an invoice once the case has been advertised.

- A. Legal Ad Fee (LAF). Determined by the Newspaper when the ad is placed.
 B. Adjacent Property Owner Notification Fee (NFEF). Assessed as \$0.35 cents for all real property contiguous to and within 500 feet of the perimeter of the subject property.

3. Other Department Reviews.

A. Fire Review Fire Review Fee (FDF) (Optional)	\$181.00	_____
B. Health Department Zoning Map Amendment (HDZMA)	\$ 75.00	_____
C. Office of Public Safety Support Rezoning Review (PSSRZR)	\$ 51.00	_____

4. Capacity Encumbrance Letter Review. (OPTIONAL EXCEPT FOR PUDS)

A. Capacity Encumbrance Letter - No Alternate Data – not submitting traffic study		
Public Works – Stormwater: \$ 30.00 (CELPWS)		
Public Works – Transportation: \$450.00 (CELPWT)		
Growth Mgmt Administration – Parks, SW: \$110.00 (CELADM)	\$590.00	_____
B. Capacity Encumbrance Letter - Alternate Data – submitting traffic study (REQUIRED FOR PUDS)		
Public Works – Stormwater: \$ 30.00 (CELPWSD)		
Public Works – Transportation: \$915.00 (CELPWTD)		
Growth Mgmt Administration – Parks, SW: \$110.00 (CELADM)	\$1055.00	_____

5. Waiver – Central Water and/or Sewer Service. This fee will apply if the applicant is requesting a waiver from the mandatory connection requirement for central water and central sewer services.

Waiver (WAV) \$ 250.00 _____

6. Recording Fees. If the rezoning application is approved, the Applicant is responsible for paying the fees to record the ordinance in the Public Records of Lake County, Florida.

Subtotal: \$ _____
 A 2% service charge will apply if paying by credit card (of the total amount due) (CCARD) \$ _____
TOTAL: \$ _____

Public Hearing Applicant Initiated Postponement (ZFB) \$ 100.00 _____

If the rezoning is approved, you will be responsible for all fees associated with recording the ordinance into the public records of Lake County. A staff member will contact you when the ordinance is complete and the total fees for recording the document have been determined.

Make checks payable to: LAKE COUNTY BOARD OF COUNTY COMMISSIONERS. A 2% service charge will apply if paying by credit card.

REZONING SUBMITTAL GUIDE

The following required information shall be submitted with the rezoning application:

1. **Completed Application.** The application shall be signed by all owners, or their agent, and notarized. Signatures by agents will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signatory's office in the corporation.
2. **Copy of the Tax Receipt or Property Record Card, and the latest recorded Warranty Deed showing the current fee simple titleholders of the property.** If the legal description shown on the Warranty Deed is not correct or does not close, you will be required to submit a Boundary Survey or Sketch of Description of the property proposed for rezoning, certified by a professional land surveyor. The legal description should appear on the face of the survey or sketch of description.
3. **Project Narrative.** Provide a narrative of the project including the existing and proposed operations and/or activities conducted on the property; statement describing any changed conditions that would justify the rezoning, and a statement describing why there is a need for the proposed rezoning. Please attach a separate sheet titled "Project Narrative" for incorporation into the staff report. The narrative must also specifically address the following standards:
 - a. Whether the rezoning is in conflict with any applicable provisions of the Land Development Code.
 - b. How the application is consistent with all elements of the Comprehensive Plan.
 - c. How the proposed rezoning is inconsistent with existing and proposed land uses.
 - d. A statement describing any changed conditions that would justify the rezoning.
 - e. Description of how the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.
 - f. Any impacts the rezoning application would affect the natural environment.
 - g. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.
 - h. How the proposed rezoning would result in an orderly and logical development pattern.
 - i. How the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.
4. **Conceptual Master Plan.** All planned districts (CP, MP, CFD, CUP and PUD) are required to have a conceptual master plan showing the following information:
 - a. Project name.
 - b. North arrow, date and scale.
 - c. Name, address and telephone number of the owner and applicant.
 - d. Property lines and contiguous street(s).
 - e. Location and dimensions, and square footage of building, of all existing and proposed structures, indicating their intended use, and setback distances from all property lines and roadways.
 - f. Existing and proposed means of vehicular ingress and egress to the property.
 - g. Location of off-street parking and loading areas, showing the number of spaces, and the dimensions of access aisles and driveways.
 - h. Location of all buffers, screens, walls and fences, indicating their height and type of materials used.
5. **Utility Availability Letter.** A letter from the closest utility provider indicating whether or not utilities are available to the subject property. If utilities are available, the letter must indicate that the utility provider has capacity to provide potable water and central sewer services to the subject property.
6. **Legal Description.** Please provide a Word document (digital version) the legal description of the subject parcel(s) as described on the warranty deed for incorporation into the ordinance.
7. **Application for Capacity Encumbrance Letter (if required).**
8. Any other information deemed necessary to establish compliance with this and other ordinances.
9. **Application Fees.** Make checks payable to the LAKE COUNTY BOARD OF COUNTY COMMISSIONERS. A 2% service charge will apply if paying by credit card.

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION:

PARCEL 1:
THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, LESS AND EXCEPT RIGHT-OF-WAY FOR COUNTY ROADS AND ALSO LESS AND EXCEPT THE TAVARES AND GULF RAILROAD COMPANY RIGHT-OF-WAY, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:
THAT PORTION TAKEN BY STIPULATED ORDER OF TAKING AND FINAL JUDGMENT RECORDED DECEMBER 18, 2019 IN OFFICIAL RECORDS BOOK 5392, PAGE 1509, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 2:
TRACT 33A, IN SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PROPERTY OF LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SOUTH OF SUNSHINE PARKWAY AND LYING EAST OF THE TAVARES AND GULF RAILROAD COMPANY RIGHT-OF-WAY, LESS THE NORTH 20 FEET THEREOF FOR ROAD.

PARCEL 3:
THAT PART OF TRACT 32, LAKE HIGHLANDS COMPANY'S SUBDIVISION IN SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

BEGIN ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23 AT A POINT NORTH 00°36'58" EAST A DISTANCE OF 15.70 FEET FROM THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 (SAID POINT BEING ALSO IN THE EAST LINE OF SAID TRACT 32), AND RUN THENCE NORTH 86°49'02" WEST A DISTANCE OF 896.38 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE T & G RAILROAD; LESS EXISTING RIGHT-OF-WAY.

PARCEL 4:
THE EASTERLY 800 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING NORTH OF OLD STATE HIGHWAY 50.

PARCEL 5:
THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS THAT PART OF THE EASTERLY 800 FEET LYING NORTH OF OLD STATE HIGHWAY 50. SUBJECT TO RIGHT-OF-WAY FOR OLD STATE HIGHWAY 50.

LESS AND EXCEPT THAT PORTION TAKEN BY PARTIAL ORDER OF TAKING AND PARTIAL FINAL JUDGMENT RECORDED MAY 15, 2001 IN OFFICIAL RECORDS BOOK 1947, PAGE 150, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY QUIT CLAIM DEED RECORDED AUGUST 4, 2017 IN BOOK 4982, PAGE 1563, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

- General Notes:
1. Site Access shall be via Old Hwy 50. The internal roads shall be public and shall be owned and maintained by Lake County.
 2. The project will be designed with stormwater management ponds that will accommodate the entire property. The pond will be designed in accordance with Lake County and SJRWMD standards.
 3. Based upon FIRM Map #12069C0595E a portion of the wetlands are within a flood Zone.
 4. Utility infrastructure shall be public and dedicated to the City of Clermont.
 5. Water service will be provided by the City of Clermont.
 6. Wastewater Service shall be provided by the City of Clermont.
 8. Fire Protection shall be provided by Lake County Fire and Rescue.
 9. Police Protection shall be provided by Lake County Sheriff's Department.
 10. Project may be constructed in multiple phases. Determination for phasing shall be established at Preliminary Subdivision Plan development.
 11. Pedestrian and bicycle cross access may be provided to the West Orange Bicycle trail. Any connection shall be permitted with the Trail Authorities.

ALT KEY#	PROPERTY IDENTIFICATION NUMBER
3832862	09-22-26-1000-031-00004
2514809	09-22-26-1000-33A-00000
1037387	24-22-26-0003-000-00800
3037243	24-22-26-0003-000-00901
3884751	24-22-26-0003-000-01700
3866511	23-22-26-0003-000-10000
1109051	23-22-26-0001-000-00100

Old Hwy 50 Property

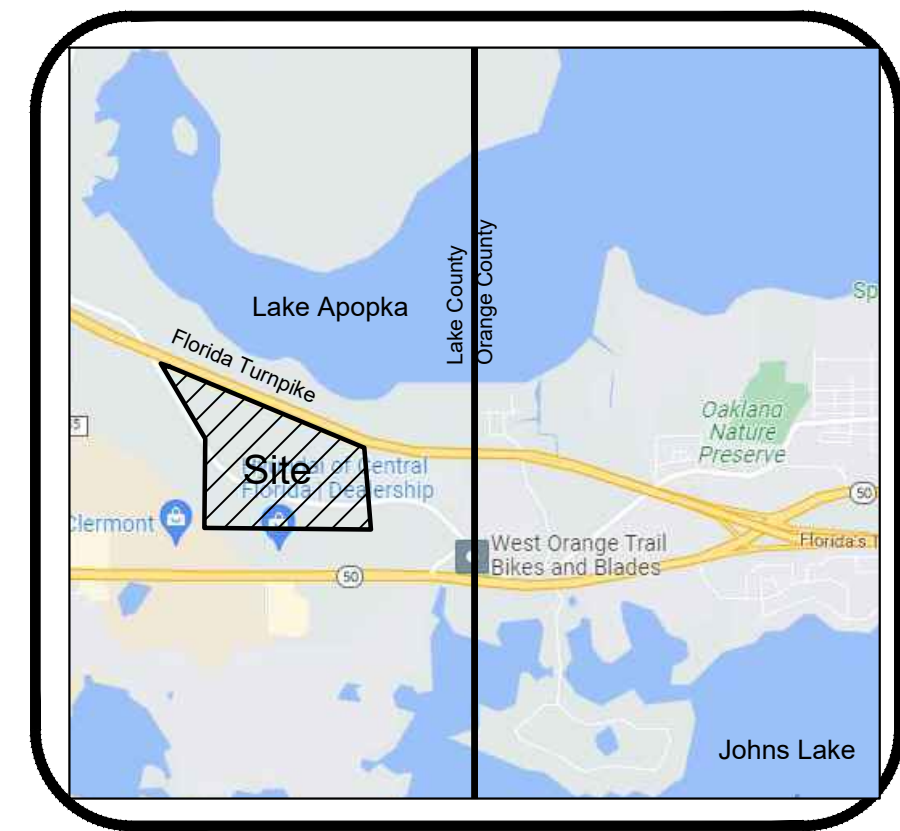
ALT KEY#
3832862/2514809/1037387/3037243/3884751/3866511/1109051

Rezoning / Land Use Plan

Lake County FI
March 17, 2023

Prepared For:
Pinecastle Investments Inc.
5300 S Orange Ave
Orlando FL. 32809

Revisions



Location Map

Site Data		
Total Land area	123.04	ac
Existing Conservation	56.09	ac
Net Developable Land Area	66.95	ac
Existing FLU	Urban Low Density	
Proposed FLU	PUD	
Existing Zoning	R-3 and A	
Proposed Zoning	PUD	
Overall Residential		
Total Units	534	du
Single Family and Townhomes	192	du
Multi-Family Apartments	342	du
Overall Density	7.97	du/ac
Required Open space	16.74	ac
Required Recreation	1.02	ac
Development Criteria Village A (single family lots)		
Total Upland Land area	32.78	ac
Total Units (Village A)	131	units
Maximum Density	4.00	du/ac
Minimum Lot Size	50'x120'	6,000sf
Minimum Living Area	1,500	sf
Water and Sanitary Sewer	Yes	
Setbacks		
Front	20'	
Garage	20'	
Front Porch	15'	
Rear	20'	
Side	5'	
Accessory Building	5'	
Development Criteria Village B (Townhome lots)		
Total Upland Land area	15.16	ac
Total Units (Village A)	61	units
Maximum Density	4.00	du/ac
Minimum Lot Size	20'x90'	1,800sf
Minimum Living Area	1,000	sf
Water and Sanitary Sewer	Yes	
Setbacks		
Front	20'	
Garage	20'	
Rear	10'	
Side	0'	
Accessory Building	5'	
Building Separation (side to side)	20'	
Development Criteria Village C (Multi-Family)		
Total Upland Land area	19.01	ac
Total Units (Village A)	342	units
Maximum Density	18.00	du/ac
Minimum Lot Size	85'	
Minimum Living Area	500	sf
Maximum Building Height	4-Story / 50' ht.	
Water and Sanitary Sewer	Yes	
Boundary Setbacks		
North	15'	
South	15'	
East	15'	
West	15'	
Infrastructure		
Wastewater (City of Clermont)	54,040	gpd
Potable Water (City of Clermont)	43,000	gpd

Team Members

daly design group inc.
Urban Planning • Landscape Architecture • Project Management
913 N Pennsylvania Ave, Winter Park, FL 32789
Phone 407.740.7373 • www.dalydesign.com

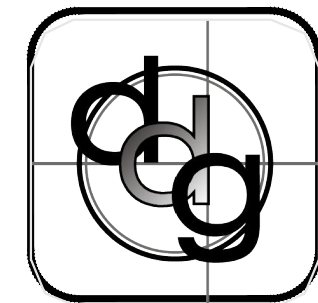
Owner
Pinecastle Investment Properties LLC
5300 S Orange Ave
Orlando, FL 32809
Contact: Mr Robert Harrell

Environmental Consultant
Bio Tech Environmental and Permitting Services
3025 East South Street
Orlando, FL 32803
Contact: Mr Steve Butler

Applicant / Planner
Daly Design Group
913 N Pennsylvania Ave
Winter Park, Florida 32789
Contact: Tom Daly

Surveyor
Allen and Company
16 E. Plant Street
Winter Garden, FL. 34787
Contact: Mr Jim Rickman

Sheet Index
CVR - Cover
LUP - 101 - Proposed Land Use Plan
Survey



21235

LAKE COUNTY
FLU - URBAN LOW DENSITY
ZONING - A

VILLAGE A
SINGLE FAMILY
32.78 AC

15' TYPE B BUFFER
3-CANOPY TREES / 100'
2- ORNAMENTAL TREES / 100'
PRECAST WALL 6'-10' HEIGHT

FLORIDA TURNPIKE (STATE ROAD 91)
RIGHT OF WAY WIDTH VARIES PER RIGHT OF
WAY MAP F.P. NO. 435784-1/435785-
NOT PLATTED

PARCEL 1 LESS OUT
ORB. 5392, PG. 1509

FDOT POND
NOT INCLUDED

CONSERVATION

CONSERVATION

PARCEL 5
W04430

VILLAGE B
SINGLE FAMILY
TOWNHOMES
15.16 AC

VILLAGE C
MULTI-FAMILY
19.01 AC

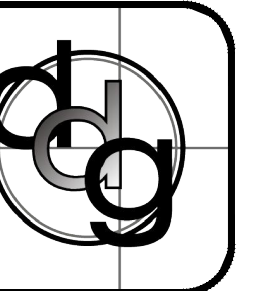
VERDE PARK SUBDIVISION
LAKE COUNTY
FLU - URBAN LOW DENSITY
ZONING - PUD

CITY OF CLERMONT
FLU - MASTER PLANNED DEVELOPMENT
ZONING - PUD

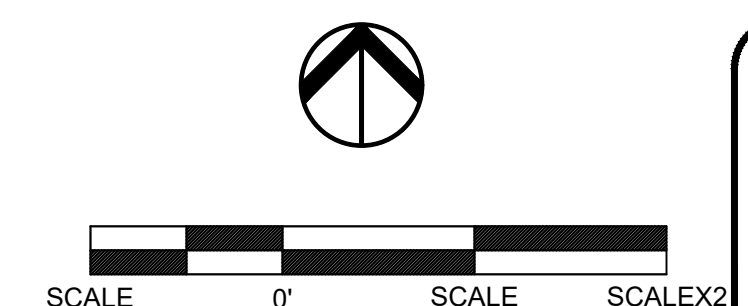
daily design group inc.
Urban Planning, Landscape Architecture, Project Management
913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 938-1100

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PAGE NAME	SHEET CONTENTS	PROJECT NAME	LOCATION
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PROJECT NO.	PROJ NUM
SCALE	SCALE
DATE	DATE
SHEET	SHEET#



OLD HWY 50 PROPERTY

COMPREHENSIVE PLAN

AMENDMENT

PREPARED
MARCH 2023



Old Hwy 50 Property Comprehensive Plan Amendment

Alt Keys / Property Identification Number:

3832862 / 09-22-26-1000-031-00004
2514809 / 09-22-26-1000-33A-00000 /
1037387 / 24-22-26-0003-000-00800
3037243 / 24-22-26-0003-000-00901
3884751 / 24-22-26-0003-000-01700
3866511 / 23-22-26-0003-000-10000
1109051 / 23-22-26-0001-000-00100

Property Owner:

Pinecastle Investment Properties LLC
5300 S Orange Ave
Orlando, FL 32809
Contact: Mr Robert Harrell

Applicant / Urban Planner:

Daly Design Group
913 N Pennsylvania Ave
Winter Park FL 32789
Contact: Thomas Daly

Traffic Engineer:

Traffic & Mobility Consultants
1507 S. Hiawasse Road, suite 212
Orlando FL 32835
Contact: Mr. Mohammed Abdallah

Environmental Consultant:

Bio-Tech Consulting Inc.
3025 East South Street
Orlando, FL 32803
Contact: Mr. Steve Butler

Engineer:

McCoy and Associates
106 S Palm Ave,
Howey-in-the-Hills, FL 34737
Contact: Mr. Rick McCoy

Surveyor:

Allen and Company
16 East Plant Street
Winter Garden Fl. 34787
Contact: Mr. Jim Rickman

Old Hwy 50 Property Comprehensive Plan Amendment

Table Exhibits:

1. Location Map
2. Topography Map
3. Existing Future Land Use Map
4. Existing Zoning Map
5. Proposed FLU Map
6. Proposed Zoning Map
7. Conceptual Rezoning Plan

Table of Appendix:

- A. Property Appraisers ID Card / Warranty Deeds
- B. Environmental Assessment Report
- C. Lake County School Concurrency Application

Old Hwy 50 Property Comprehensive Plan Amendment

Location:

The subject site is within Lake County Florida and has frontage along the north and south right of way line of Old Highway 50. The north boundary of the site is adjacent to the Florida Turnpike. The southern boundary of the site is adjacent to the West Orange bike trail. The east boundary of the site is adjacent to the Verde Park subdivision. The western boundary of the site is adjacent to existing wetlands and (12) large lot homesteads that are located along the western right of way of Old HWY 50. (Exhibit 1)

The site is located within the Clermont Joint Planning Area as defined in the Land Development Code (LDC) chapter 15.02.00.

Topography:

The site has significant topographic relief across the site. The northern portion of the property assemblage has topography ranging from elevation 136' to elevation 73' and generally slopes southeast towards the existing wetlands located within the northern assemblage boundary.

The southern parcel has topography ranging from elevation 105' to elevation 72' and generally slopes from south to north towards the existing wetlands and Old Hwy 50. (Exhibit 2)

Future Land use:

The existing Future Land Use (FLU) on the subject site is Urban Low Density, which permits a maximum density of (4) dwelling units per net buildable acre. The applicant is requesting to amend the existing FLU from Urban Low Density to Planned Unit Development (PUD) to develop up to 534 dwelling units on 66.95 net developable acres. (Exhibit 5)

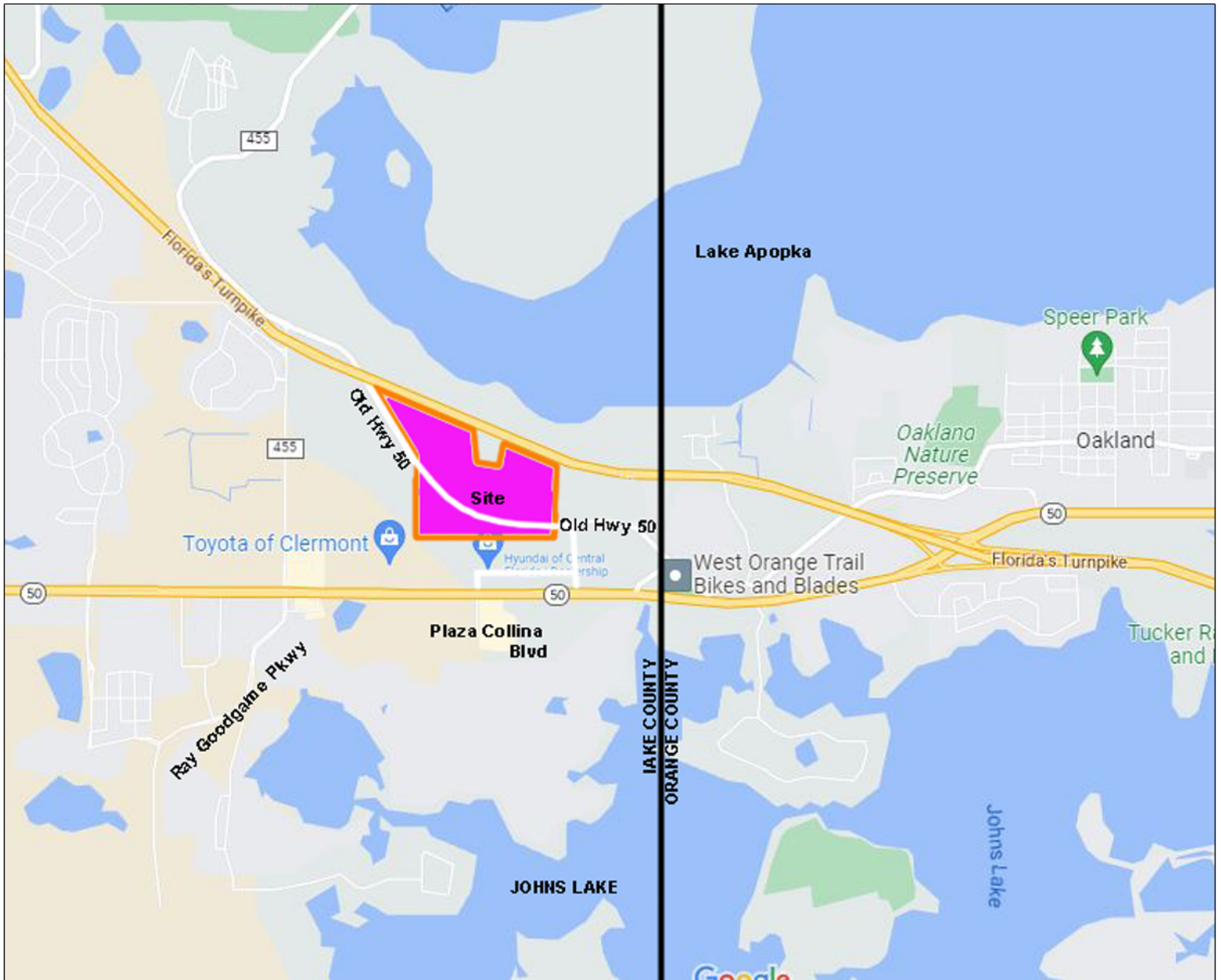
The northern villages A & B for this community are within ½ mile from Lake Apopka and shall be subject to the Lake Apopka Basin overlay, which permits a maximum of 4 du/ac. Village C is not within the Lake Apopka Basin overlay. The applicant is requesting to build 4-story / 50' ht. multi-family residential buildings on this portion of the site.

Existing Zoning:

The existing zoning on the subject site is Lake County R-3 and Agricultural (A). (Exhibit 4)
The applicant is requesting an amendment to the existing zoning from R-3 and A to Planned Unit Development (PUD) to develop up to 534 single family, townhome and multi-family dwelling units. (Exhibit 6)

Description

The applicant is seeking approval to amend the existing Lake County Future Land Use Map and the Zoning map to develop a maximum 534 residential units on 66.95 developable acres. The site shall be developed into 3 distinct villages. The 2 northern villages A&B shall be comprised of (192) single family residents with a mixture of detached single family and townhome lots. The southern village C shall be comprised of (342) multi-family units with a maximum building height of 4-story / 50'. The proposed development shall be constructed in multiple phases. Phasing of the proposed development shall be determined with the Preliminary Plat / Subdivision Plan Review process with Lake County. A conceptual site plan that supports the request to rezone the property has been submitted for review. (Exhibit 7)



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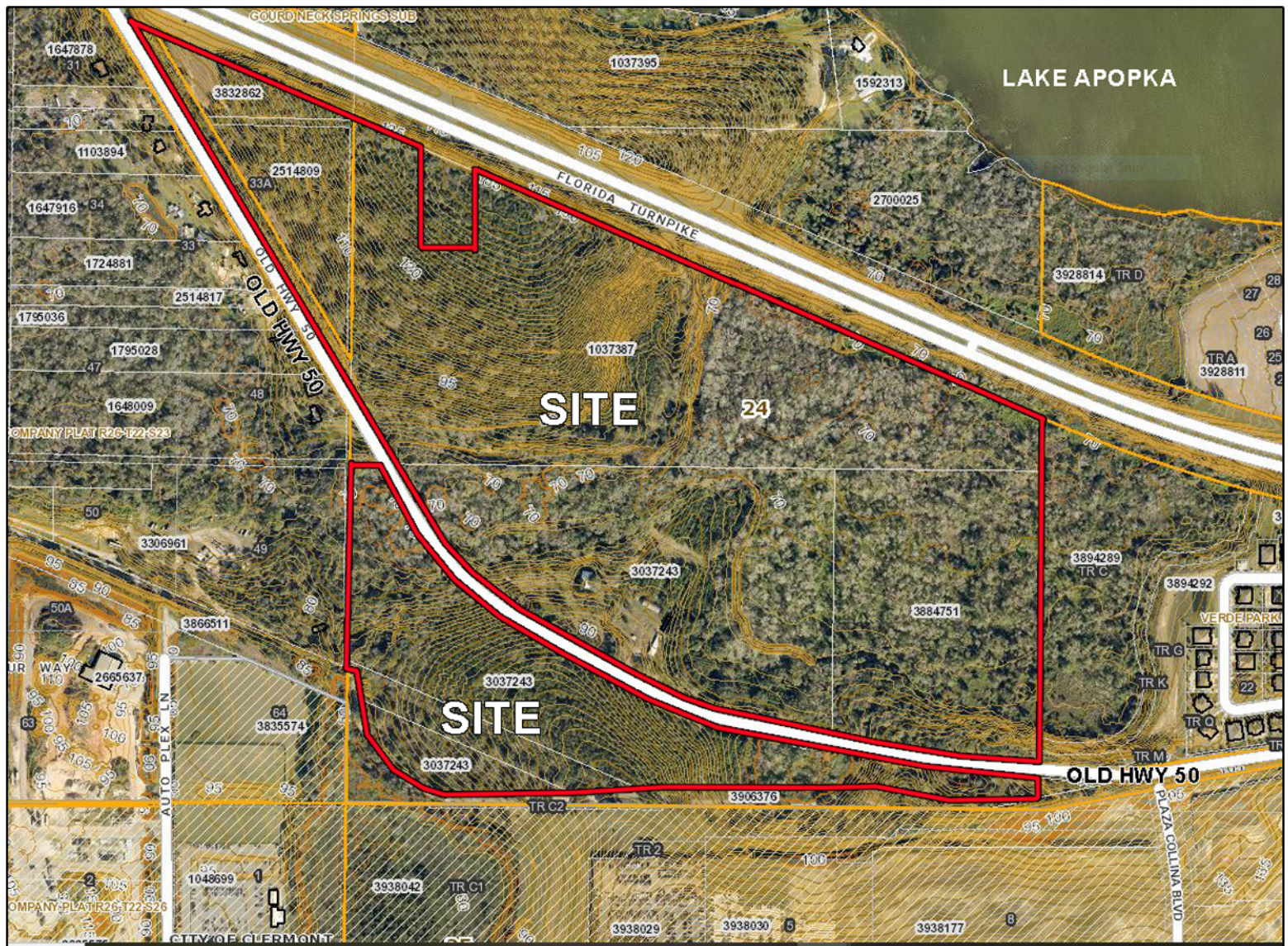
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Job No.: 21235 Scale: nts Date: 103.16.2023

Old Hwy 50 Property Lake County, Florida

Exhibit 1 Location Map





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Old Hwy 50 Property Lake County, Florida

Exhibit 2 Topography Map





LEGEND:
2030 Future Land Use Categories

Urban Future Land Use Series

Urban Low Density - Max 4 du/1 Net Acre	Regional Office	Bella Collina
Urban Medium Density - Max 7 du/1 Net Acre	Regional Commercial	Summer Bay
Urban High Density - Min 4 - Max 12 du/1 Net Acre	Industrial	South Lake Regional Park
	Cagan Crossings	

Rural Future Land Use Series

- Rural - Max 1 du/5 Net Acres
- Rural Transition - Max 1 du/5 Net Acres Base Density
- Max 1 du/3 Net Acres with 35% Open Space
- Max 1 du/1 Net Acre with 50% Open Space

NOTES:
 Economic Growth Department, Office of Planning and Zoning
 Map Produced By Office of Planning & Zoning, GIS Section

This map product was prepared from a Geographic Information System established by the Lake County Board of County Commissioners. Its employees, agents and personnel make no warranty as to its accuracy, and in particular its accuracy as to labeling, dimensions, contours, property boundaries, or placement or location of any map features thereon. The Lake County Board of County Commissioners, its employees, agents and personnel make no warranty of MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT. Independent verification of all data contained on this map product should be obtained by any user of this map.

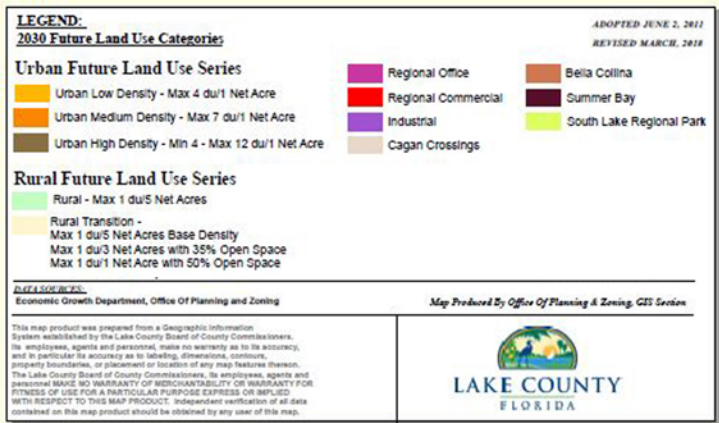
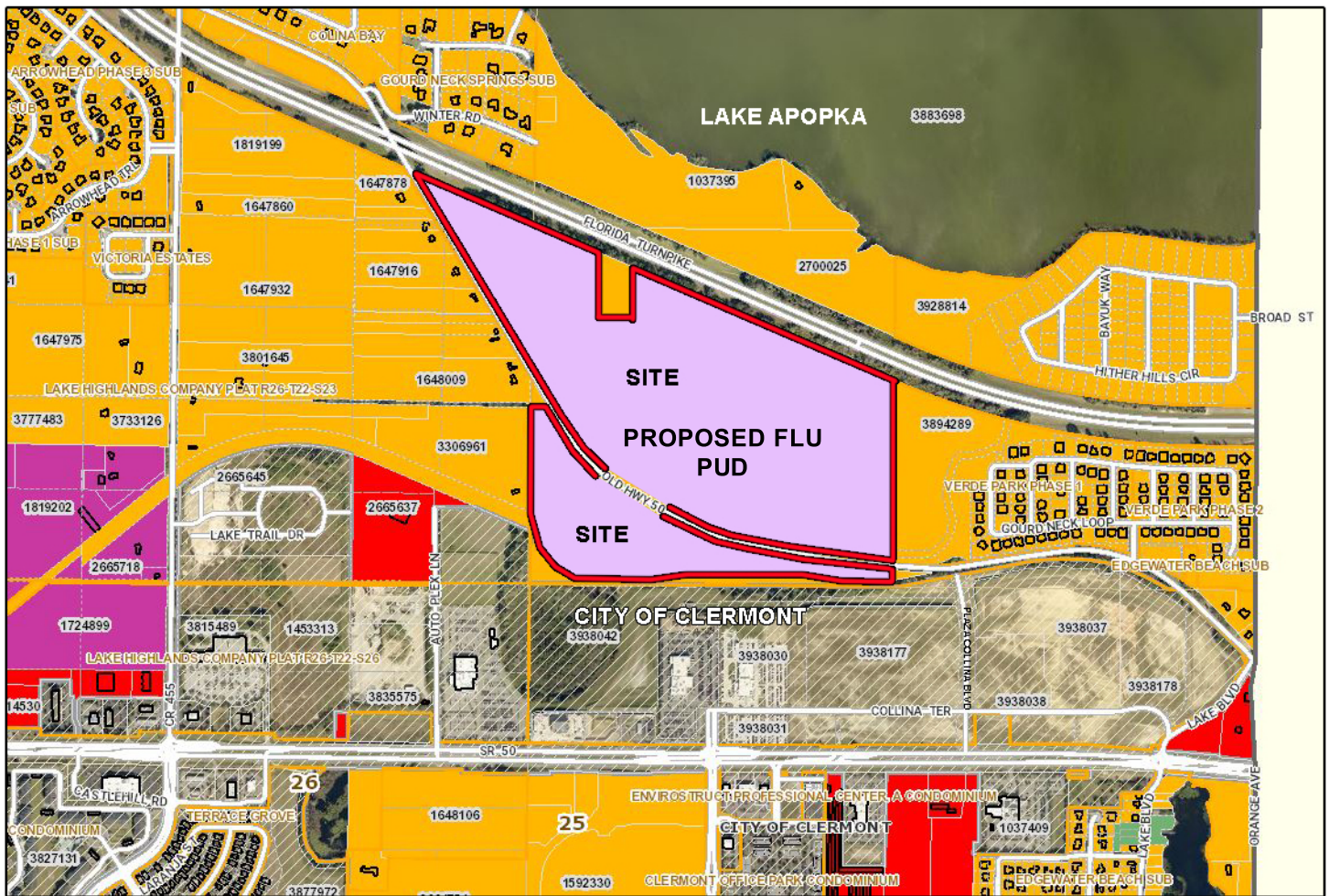
LAKE COUNTY
 FLORIDA

Old Hwy 50 Property Lake County, Florida

Exhibit 3 Existing FLU Map

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Old Hwy 50 Property Lake County, Florida

Exhibit 5 Proposed FLU Map



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Old Hwy 50 Property Comprehensive Plan Amendment

Describe the purpose and desired use of the amendment. Include a conceptual site plan depicting important features, including but not limited to, the location of major roads, structures, significant limitations (wetlands, karst features, steep slopes, etc.), environmentally sensitive areas and required open space.

The applicant seeks approvals to amend the existing Future Land Use from Lake County Urban Low Density to Lake County PUD to develop a maximum 534-unit residential units comprised of single family, townhome and multi-family development on the 66.95 upland acres. The applicant has applied to rezone the property from Lake County R-3 and Agricultural A to PUD, which is being reviewed concurrently with comprehensive plan amendment.

The site is within the Clermont JPA and will receive potable water and sanitary sewer services from the Clermont utility department.

The 123.04 gross acre site is currently used as a silviculture tree farm and is extensively planted with pine trees. Existing site improvements includes a single enclosed building and pole barns within a fenced area. There are approximately 56.09 acres of existing wetlands within the subject site boundary that provide a natural buffer to the existing residential developments adjacent to the site. The two northern Villages A&B are within the Lake Apopka Basin Overlay, which requires a higher level of review and limits the type of residential uses to single family within ½ mile of Lake Apopka with a maximum density of 4 du/ac.

Old Hwy 50 bifurcates the overall site between Villages A&B on the north and Village C on the south side of the Old Hwy 50 right of way. This existing boundary is ½ mile from Lake Apopka and serves as an existing separation line of the proposed uses. Single-family and townhomes will be limited to a maximum of 192 units on 47.94 acres of uplands. Village C will be limited to 342 multi-family units on 19 acres of uplands. No impacts to the existing wetlands are proposed with this application.

An environmental assessment report has been prepared by Bio Tech Environmental Services and is attached for review. (Appendix B)

Whether the rezoning is in conflict with any applicable provisions of the Land Development Code.

The proposed FLU and zoning amendments on the subject site to develop a maximum of 534 single family, townhome and multi-family residential units is consistent with the Lake County Comprehensive Plan and the Land Development Code (LDC). The applicant is requesting to amend the existing FLU from Urban Low Density to PUD and to rezone from R-3 and A to PUD consistent with Section 4.03.00.

A waiver from the Lake County LDC section 15.02.01(c) to allow a 4-story / 50' height multi-family building will be requested with the rezoning application for this this development. The applicant is working with county staff to ensure that the proposed development is consistent with all applicable provisions of the Lake County LDC and to confirm what waivers if required shall be requested as a part of the rezoning process.

Old Hwy 50 Property Comprehensive Plan Amendment

How the application is consistent with all elements of the Comprehensive Plan.

This application is consistent with FLU policy I-7.8.1. Requirements for Planned Unit Developments.

Within 12 months of effective date of this Comprehensive Plan, the County shall adopt Land Development Regulations for new development that utilizes Planned Unit Development zoning, subject to the following:

- ***The density and intensity of a PUD shall not exceed the density and intensity of the underlying Future Land Use Categories and may be further restricted in the Land Development Regulations.***

The applicant is requesting to amend the existing FLU category from Urban Low Density to PUD to develop a maximum of 534 dwelling units on 66.95 developable acres of the subject site.

A PUD rezoning plan has been submitted that stipulates development will be a Maximum of (534) residential units. The site shall be developed into 3 distinct residential villages. Villages A and B are located on the between the Florida Turnpike on the north and Old Hwy 50 right of way on the south. These 2 villages contain a total of 47.94 developable acres and shall be developed with a maximum 192 single family and townhome units which equals 4 du/ac consistent with the Lake Apopka Basin Overlay. Village C is located on the southern right of way line for Old Hwy 50 and has 19.07 ac of developable land. The applicant proposes a maximum of 342 multi-family units, which equals 18 du/ac with a maximum building height of 4-story / 50' ht. consistent with section 15.02.01 (d).

The applicant has submitted a PUD rezoning plan consistent with this request. The proposed PUD rezoning plan is being reviewed by staff concurrently with this application.

- ***A PUD shall be developed as an integrated unit containing one or more land uses, and shall ensure compatibility with existing and allowed uses on neighboring properties***

The applicant is proposing to develop a maximum of 534 residential units on 3 residential villages within the boundary of the subject site. The northern development areas, villages A and B, shall be comprised of a maximum 192 single family and townhome lots. The southern development area, village C, shall be comprised of a maximum 342 units and a maximum building height of 4 story / 50'.

The property to the east of the site is the Verde Park Subdivision, which is a 111-unit single family PUD that was platted in 2014. The existing wetlands that separate villages A and B and Verde Park to the east provides a 600-foot natural buffer between the 2 residential communities.

The properties to the south of the subject site are comprised of developed and undeveloped commercial properties. There are active commercial properties include 2 car dealerships (Chevrolet and Hyundai) and clean machine car wash facility located approximately 250 feet south of the subject site. The parcel to the west of the Hyundai dealership is owned by Costco and it can be anticipated that a large box retail building

Old Hwy 50 Property Comprehensive Plan Amendment

with support infrastructure shall be constructed in the near future. The West Orange Bike Trail separates the subject site from the adjacent commercial properties to the south. Plaza Collina Blvd is a planned road that will be constructed in the future will provide a direct roadway connection from SR 50 south of the site to Old Hwy 50. This planned road connection is 450' east of villages B&C.

There are (12) large lot properties along the west side of the Old Hwy 50 right of way that are utilized as single family and manufactured homesteads with well and onsite septic.

The village A, which aligns with the existing homesteads shall be comprised of single-family lots, which are consistent with the existing single family residential homesteads. Old Hwy 50 shall provide the separation of uses between the village A and B and the existing residential uses that are adjacent to the site. The existing wetlands located between the existing homesteads and village C shall provide a natural 500-foot buffer between these properties.

The northern boundary of the subject site is adjacent to the Florida Turnpike.

The proposed development of 534 single family, townhome and multi-family residential units within 3 distinct villages is consistent with the evolving development pattern for this area of Lake County. The applicant is requesting to amend the FLU from Urban Low Density to PUD and to rezone the property from R-3 and A to PUD to develop the site as a residential planned community that will be integrated into the surrounding area and provide for a transitional use from the commercial development on the south to single family residential on the north.

- ***A PUD shall be required to include provisions for the protection of open space and for the conservation and protection of significant natural resources that may be located within the development site, consistent with this Comprehensive Plan. Clustering, flexible lot design or other innovative strategy to preserve large areas of contiguous open space and protect significant natural resources shall be required.***

A PUD has been submitted with this application to show consistency with the Lake County LDC. Open Space and wetland conservation shall be consistent with the requirements of Lake County and the St Johns River Water Management District requirements. The site is located south of Lake Apopka and a portion of the site is within the Lake Apopka Basin Overlay District and the Green Mountain Scenic By-Way corridor. Consistent with Policy I-6.3.4 residential development is permitted within these districts.

An environmental assessment has been prepared by Bio-Tech Environmental Consultants and is attached for review. (Appendix B)

- ***The application for a PUD shall be accompanied by a conceptual site plan depicting important features including but not limited to the location of major roads, structures, and required open space. Approval of a PUD shall require that development occur substantially as depicted on the proposed conceptual site plan.***

Old Hwy 50 Property Comprehensive Plan Amendment

A PUD rezoning plan has been submitted to Lake County and is attached for review. Please note that the plan is conceptual in nature and is subject to change due to existing site constraints and county regulations. (Exhibit 7)

- ***A Planned Unit Development shall be required for any application seeking to increase the existing density with the potential of fifty (50) or more dwelling units***
The applicant is requesting a rezoning from R-3 and A to PUD to develop a maximum 534 single family, townhome and multi-family units. A PUD has been submitted for review consistent with the Lake County LDC.

The applicant is consistent with FLU policy V-1.3.1.1. Diverse land use categories: *The Future Land Use Map shall include a diverse range of residential land use categories of varying densities to accommodate broad demands in housing design and neighborhood characteristics.*

The applicant is requesting to amend the existing zoning from R-3 and A to PUD to develop a single family, townhome and multi-family residential community within 3 villages on the subject site.

The request to develop a maximum of 192 single family and townhome residential units within villages A & B and 342 apartments within village C will provide a diverse range of housing types in this area of Lake County to accommodate future residents. The community will be designed in a cohesive manner across the 3 residential villages. The planned development will provide home ownership opportunities for a wider range of potential home buyers within this area of Lake County. As well the multi-family will provide market rate rental properties and that will provide a transition of uses between the intense commercial to the south and the single family and townhome development to the north.

The applicant is consistent with FLU policy VI-1.6.2. Interlocal Service Boundary Agreements: *Interlocal Service Boundary Agreements that allow a municipality to annex land in a pattern that waives the statutorily described requirements of compactness and contiguity or creates an enclave shall include:*

- ***Future Land Use assignments mutually agreed upon by the County and municipality for all lands subject to such annexation or affected by the Interlocal Service Boundary Agreement; and***
- ***Agreement by the County and municipality that subsequent changes in Future Land Use within the boundary shall not be approved unless agreed upon by all parties to the Interlocal Service Boundary Agreement.***

The subject site is within the Clermont JPA and is subject to the ISBA. Water and Sewer shall be provided by the City of Clermont and will require a utility service agreement to serve this project. Existing utilities are located east of the subject site near the Verde Park subdivision.

Old Hwy 50 Property Comprehensive Plan Amendment

Pursuant to Comprehensive Plan Policy 1-7.13.5, please provide documentation demonstrating that additional lands for residential use are needed to accommodate population projections.

According to the Lake County Future Land Use data and analysis report “*Lake County has seen significant population growth over the past 28 years.*” The growth prior to the year 2000 was significant with a sharp decline beginning around the year 2008. This decline was due to the economic downturn that affected the level of urban growth throughout the State of Florida. However, since 2013 Lake County has seen a steady uptick in the number of residents moving to Lake County and the surrounding Urban Centers within the Central Florida Region. According to the Florida Office of Economic and Demographic, Florida is the 3rd most populous state with 22.25 million residents. Lake County is the 17th most populated county in the state of Florida with 375,000 residents and growing.

A significant amount of urban growth over the past several years has been focused within Lake County, Osceola County, Orange County and Seminole County. The growth in this area can be attributed to the large employment opportunities related to tourism, and education. As well as the expansion of roadway networks that connects this area of Lake County to the larger central Florida region.

According to the current growth section of the Lake County Future Land Use element, states that in the year 2009 the population projection was projected to be 291,993 persons. Per the US census the actual population of Lake County Florida in 2009 was 313,118 persons which is a 7% increase over the projected population outlined in the Future Land Use Element. According to the same US census report the population in Lake County grew to 367,118 persons in the year 2019 which equates to a 17.25% increase in population over a 10-year period. Lake County since 2019 has grown to include a total of 375,000 Lake County residents.

Based upon an accepted average of 3.25 persons per household, this growth from 2020 to 2022 translates into an increased need for approximately 6,778 additional housing opportunities within Lake County to support the influx of population over the past 4 years. The proposed application to amend the existing zoning from R-3 and A to PUD to allow for a maximum 192 single family, townhome residential lots and 342 4-story / 50' height multi-family development will help to meet the additional demand on housing within Lake County Florida.

How the proposed rezoning is inconsistent with existing and proposed land uses.

The existing Land Use on the subject site is Urban Low Density which permits up to 4-du per developable acre is not consistent with the application to rezone the property from R-3 and A to PUD to develop a maximum 534 total units on approximately 66.95 developable acres.

The existing R-3 zoning encompasses the village A that is designated for single family residential. The existing zoning of R-3 is not consistent with the proposed residential development for this site. The applicant is requesting to build a single family, townhome and multi-family residential community on the subject site.

Old Hwy 50 Property Comprehensive Plan Amendment

The existing A zoning encompasses portions of village B and village C. The existing zoning of A is not consistent with the proposed residential development for the subject site.

The request for a PUD FLU and PUD Zoning are appropriate for the mixture of residential uses proposed with this application. The proposed comprehensive plan and zoning amendment to PUD is consistent with the adjacent residential developments and will permit flexibility to develop the site with a mixture of single family, townhome and multi-family residential units within 3 villages. A PUD rezoning plan has been submitted for review. (Exhibit 7)

A statement describing any changed conditions that would justify the rezoning.

Over the past several years this area of Lake County has seen increased demand for residential housing. The subject site is located within an area of the county that provides multiple opportunities for employment, shopping and recreation that make this a desirable area for a variety of residential development.

Description of how the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities

It is estimated that this community will generate approximately 1,700 persons. The subject parcel is within the City of Clermont's JPA. The applicant will work with the City of Clermont to extend existing services to the subject site.

This community will generate 119,000 gpd (70gpd per capita) of wastewater. The city of Clermont through the ISBA will provide utility service this community.

This community will use 170,000 gpd (100gpd per capita) of Potable water. The city of Clermont through the ISBA will provide utility service this community.

This community will produce 11,271 lbs of solid waste per day (6.63 lbs per capita). Lake County will provide service to this community through the solid waste operations serving unincorporated Lake County.

Stormwater management shall be provided on site and shall be consistent with the regulations of Lake County, St Johns River Water Management district and the Lake Apopka Basin Overlay.

The proposed development shall provide recreational facilities within the project boundaries to serve the future residents. Additionally, the proposed community may provide a connection to the West Orange Bike Trail, which provides connectivity to the existing regional recreation facilities located adjacent to village C. Any potential connection shall be reviewed by the appropriate departments.

An application for school concurrency determination has been submitted to Lake County Schools. A copy of the application is attached for review. (Appendix C)

Emergency services shall be provided by Lake County and the City of Clermont. There are existing city and county emergency service stations located near the subject site.

Old Hwy 50 Property Comprehensive Plan Amendment

Any impacts the rezoning application would affect the natural environment

The applicant is working with the Lake County and the St Johns River Water Management District to ensure that the development will meet all environmental regulatory requirements. The applicant is not proposing any impacts to the existing wetlands on site. The site is within the Lake Apopka Basin overlay, which has additional requirements for residential development within ½ mile of Lake Apopka.

An environmental assessment has been attached for review. (Appendix B)

Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

The applicant is requesting to rezone the property to PUD to provide w4 market rate residential units. Historically, planned communities add value to the surrounding areas by enhanced designed elements to support the aesthetics and lifestyles of the residents creating higher property values for the surrounding properties.

How the proposed rezoning would result in an orderly and logical development pattern.

The proposed development will be an extension of the established residential character of Verde Park subdivision to the east of the subject site. The proposed multi-family within village C will provide for a transition of uses from the intense commercial south of the site, and the single-family residential north of Old Hwy 50. Urban infrastructure is available and shall be extended to serve the community.

How the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

The proposed residential development on the subject site is not in conflict with public interest and will help provide homeownership and rental opportunities to a larger portion of the population by providing multiple housing choices.

The applicant is requesting to rezone from R-3 and A to PUD to develop a maximum of 192 single family and townhome residential development on villages A and B, and to develop 342 multi-family units (4-story / 50' ht.) consistent with PUD regulations in Section 4.03.00 of the Lake County LDC.

A waiver from the Lake County LDC section 15.02.01(c) and (d) to allow a 4-story / 50' height multi-family building will be requested with the rezoning application for this this development. The applicant is working with county staff to ensure that the proposed development is consistent with all applicable provisions of the Lake County LDC and to confirm what waivers if required shall be requested as a part of the rezoning process.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 11, 2023		
Agenda Item Name		
Ordinance No. 2023-020 <i>Intro Sidewalk Cafe Permit LDC Amendment</i>		
Requested Action		
Recommend approval of Ordinance No.2023-020		
Staff Report		
City Staff is proposing a text amendment to the Land Development Code, Section 125-526 Sidewalk Cafe permits. The proposed changes will add language to clarify and enforce additional standards and criteria requirements for the permit. The amendment will add the language that private trash containers are required for each permit and the city will not be responsible for trash collection relating to the sidewalk cafe permits. The property owner or business occupant will be responsible for picking up and collecting trash in a timely manner. The current code does not have any existing language regarding trash collection for sidewalk cafe permits. Staff recommends approval of the proposed changes represented in the strikethrough (deletion) and underline (addition) language contained in Ordinance 2023-020, Sidewalk Cafe permits.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-020 -Chapter 125-526 Sidewak Cafe (06.29.2023)	Ord. 2023-020 -Chapter 125-526 Sidewak Cafe (06.29.2023).pdf	
2. Ord. 2023-020 -Chapter 125-526 Sidewak Cafe(06.29.2023)Clean version	Ord. 2023-020 -Chapter 125-526 Sidewak Cafe(06.29.2023)Clean version.pdf	
3. Legal ad - Ord. No. 2023-020 - Sidewalk Cafe Amendment	Legal ad - Ord. No. 2023-020 - Sidewalk Cafe Amendment.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 125, SECTION 125-526 SIDEWALK CAFÉ; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, held a public hearing on August 1, 2023 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont held public hearings on the proposed amendment to Land Development Code, Chapter 125, Section 125-526 Sidewalk Café, in light of written comments, proposals and objections from the general public; and

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows:

Sec. 125-526 Sidewalk café.

(a) *Necessity and intent.*

- (1)** There is a need for regulations and standards for the existence and operation of sidewalk cafés to facilitate and ensure a safe environment in these areas.
- (2)** The establishment of permit conditions and safety standards for sidewalk cafés is necessary to protect and promote the general health, safety and welfare of the residents of the city.

- (b) *Sidewalk café authorized.*** Restaurant operators, eating and/or drinking establishments located within the CBD Central Business District are allowed to operate a sidewalk café that conforms to the requirements of this section and other applicable provisions of this code, and are hereby made exempt from the prohibition of conducting business within a public right-of-way of this Code.

- (c) *Definitions.* The followings words, terms, and phrases, when used in this section, shall have meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Permittee means the recipient of a sidewalk café permit under the terms and provisions of this section.

Sidewalk café means seating located on a sidewalk or pedestrian mall which is associated with an adjacent eating and/or drinking establishments where food or beverages are delivered for consumption on the premises. It is characterized by movable tables and chairs and may be shaded by umbrellas. Sidewalk cafés shall be permitted only as an accessory use to a licensed restaurant or food/drinking establishment.

- (d) *Permit and application requirements.*

- (1) It shall be unlawful for any person to operate a sidewalk café on any sidewalk or public right-of-way within the city without obtaining a permit as required by this article. Sidewalk cafés shall only be located where permitted by the city's land development code. No person shall establish a sidewalk café on a public sidewalk unless such person has obtained a valid permit to operate that sidewalk café pursuant to this Code.
- (2) The chief of police or designee shall have the right to remove, after 24 hours' notice, any tables, chairs and other objects on public property which are used in connection with a sidewalk café which do not have a permit, and shall have the right to immediately remove any tables, chairs or other objects on public property which impede pedestrian traffic or pose a threat to the public health, safety or welfare.
- (3) A permit for a sidewalk café shall be issued only to the operator of a valid food and/or drink license and operating restaurant who wishes to provide moveable tables and chairs on the sidewalk or pedestrian mall adjacent to the restaurant.
- (4) Application forms for permits to operate a sidewalk café are provided by the development services department.
- (5) A scaled drawing of the café area shall be required with each sidewalk café permit application with measurements outlining the location, boundary, tables, chairs, barriers, stanchions, host or hostess stations, and other features.
- (6) A copy of a valid business tax receipt to operate a food and/or drinking establishment in front of which the proposed sidewalk café will be located. The number of chairs or seats to be utilized for the sidewalk café must be included in the number of seats authorized by the license.
- (7) A copy of the state alcoholic beverage license and state approved site plan identifying the extension of this permit to the sidewalk where the café seating will operate as required by this Code.

- (e) *Fees.* Fees may be required as adopted by resolution of the city council.



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(f) *Standards and criteria.*

- (1) Sidewalk cafés shall be located in such a manner that a minimum width of four feet is maintained at all times as an unobstructed pedestrian path.
- (2) Sidewalk cafés are restricted to the usable sidewalk area and adjacent outdoor seating area of the licensed establishment to which the permit is issued or within the usable sidewalk area of the building where the validly licensed restaurant is located.
- (3) All tables, chairs, umbrellas, heaters, signs or other personal or business property will not be permitted within four feet of a pedestrian crosswalk or handicap corner curb cut.
- (4) The sidewalk café demonstrates that the café's seating will not obstruct vehicle passengers from exiting their cars with the placement of their curbside tables.
- ~~(5) All furniture shall be stored inside the establishment whenever the business is closed.~~
- (5) Private trash containers are required for each café permit. The containers shall be kept clean, orderly and placed in safe locations to help prevent capsizing of the containers.
- (6) The containers shall be monitored and emptied on a consistent basis to prevent any trash and debris overflows. The containers shall not be used for disposing of table waste generated by the restaurant and /or sidewalk café customers.
- (7) Any trash surrounding a sidewalk café permit will be the responsibility of the owner and/or business occupant to pick up and collect in a timely manner. The city will not be responsible for trash collection relating to the sidewalk café permit.

(g) *Special restrictions.*

- (1) Sidewalk cafés shall be required to keep the sidewalk and close proximity free of trash and debris as a result of the sidewalk café.
- (2) Sidewalk café operations may be required to cease immediately at the sole discretion of the city.
- (3) Sidewalk Café permits are valid for one year. Applicants may reapply provided there are no outstanding code enforcement violations relating to the Sidewalk Café permit.
- (4) The sidewalk café permit is a license to temporarily use the city's sidewalks within the city's rights-of-way. It is not intended and shall not be constructed as an interest in the real property.
- (5) For the purpose of public safety, at any time after obtaining a sidewalk café permit, the permittee may be limited to use of non-breakable beverage containers after the police department receives complaints or there are observations for the need to amend the sidewalk café permit to impose the non-breakable beverage provision.
- (6) The permit covers the public sidewalk and right-of-way adjacent to the establishment. Tables and chairs on private property will be governed by other applicable regulations. No additional outdoor seating authorized pursuant to this Code shall be used for calculating seating requirements pertaining to applications for or issuance of an alcoholic beverage license for any establishment; nor shall the outdoor seating be used as the basis

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for computing required seating for restaurants and dining rooms, or as grounds for claiming exemption from such requirements under the provisions of any city ordinance or state law. However, additional outdoor seating authorized pursuant to this Code shall be included in determining required plumbing or accessibility fixtures or other fire and building code requirements.

- (7) Approval of a sidewalk café permit shall be conditioned upon obtaining the necessary state alcoholic beverage license and meeting all state alcoholic beverage requirements. The approved site plan by the state for the state alcoholic beverage license to allow service outside of the establishment must conform to the proposed site plan for the café seating and must be submitted with the application for a sidewalk café permit. All tables and chairs must not exceed the boundaries of the state alcoholic beverage plan and the sidewalk café plan.

(h) *Alcohol service.*

- (1) Sidewalks cafés are hereby made exempt from the prohibition on the sales and consumption of alcoholic beverages outside of a licensed building as provided by this Code.

(i) *Liability and indemnification.*

- (1) Prior to the issuance of a permit, the applicant shall furnish a signed statement indemnifying the city, its officers and employees for any damages to property or injury to persons which may be occasioned by any activity carried under the terms of the permit.
- (2) A permittee shall pay, and by its acceptance of a permit specifically agrees to pay, any and all damages or penalties which the city may be legally required to pay as a result of the permittee's operation or maintenance of a sidewalk café under this part, whether or not the acts or omissions complained of are authorized, allowed or prohibited by the city.
- (3) A permittee shall also pay all expenses incurred by the city in defending itself with regard to any and all damages and penalties mentioned in subsection (1) above. These expenses shall include all out-of-pocket expenses, including a reasonable attorney's fee and the reasonable value of services rendered by any employee of the city.
- (4) The permittee shall maintain, throughout the term of the permit, liability insurance insuring the city and the permittee with regard to all damages mentioned in subsection (1) above caused by the grantee or its agents, in the minimum amounts of:
- a. Workers' and unemployment compensation insurance as provided by the laws of this state.
 - b. Two hundred thousand dollars for property damage, bodily injury, or death payable to any one person and \$1,000,000.00 for property damage, bodily injury or death when totaled with all other claims or judgments arising out of the same incident or occurrence.
 - c. The insurance policies obtained by a permittee in compliance with this section shall be issued by a company or companies acceptable to the city and a current certificate or certificates of insurance, along with written evidence of payment of all required

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premiums, shall be filed and maintained with the city during the term of the permit. The policies shall name the city as an additional insured and shall contain a provision that written notice of cancellation or reduction in coverage of the policy shall be delivered by registered mail to the city at least 30 days in advance of the effective date thereof.

- d. An applicant for a permit shall be required to submit evidence of liability insurance.
- (j) *Revocation or suspension; emergencies.*
- (1) The approval of a sidewalk cafe permit is conditional at all times. A sidewalk café permit may be revoked or suspended if it is found that:
 - a. Any necessary business or health permit has been suspended, revoked or canceled.
 - b. The permittee does not have insurance which is correct and effective in the minimum amounts described in this section.
 - c. The permittee exceeds the approved number of seats by placing additional tables, chairs, et cetera, in or beyond the approved area.
 - d. The permittee has failed to correct violations of this Code or conditions of this permit within 24 hours of receipt of the director's notice of such violations delivered in writing to the permittee.
 - (2) If the permittee fails to remove any tables, chairs and other objects related to sidewalk café within 48 hours of receipt of the chief of police or designee final notice of revocation or suspension, the chief of police or designee shall have the right to remove such objects.
 - (3) If a permittee is found in violation of the codes and given a written citation on three occasions in a single year as identified as the beginning date of the permit issuance, the sidewalk café permit shall be suspended for a period of time or revoked as determined by the chief of police or designee, effective immediately upon receipt of a third violation. In addition if the chief of police or designee believes that a permittee has engaged or is engaged in conduct warranting the suspension or revocation of the permit, the chief of police or designee shall serve the permittee by certified mail or hand delivery at his business address as disclosed in the application for the permit or at the permitted premises, a written administrative complaint which affords reasonable notice of facts or conduct which warrant the intended action. The permittee shall be given adequate opportunity to request an administrative hearing before the code enforcement board unless the chief of police or designee finds that an emergency condition exists involving serious danger to public health, safety or welfare, in which case advance notice and hearing shall not be required. In the case of an emergency suspension or revocation, the permittee shall immediately be advised of the chief of police or designee's action and afforded a prompt post-suspension or revocation hearing in accordance with the procedures set forth in this Code. Appeals of applications or café seating plans rejected by the city may be heard by the planning and zoning commission for either upholding the decision of the chief of police, further revising and approving the plan or approving the submitted plan.



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SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: 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 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2023-020

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 8th day of August 2023.

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
ORDINANCE NO. 2023-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 125, SECTION 125-526 SIDEWALK CAFÉ; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, held a public hearing on August 1, 2023 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont held public hearings on the proposed amendment to Land Development Code, Chapter 125, Section 125-526 Sidewalk Café, in light of written comments, proposals and objections from the general public; and

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows:

Sec. 125-526 Sidewalk café.

(a) *Necessity and intent.*

- (1)** There is a need for regulations and standards for the existence and operation of sidewalk cafés to facilitate and ensure a safe environment in these areas.
- (2)** The establishment of permit conditions and safety standards for sidewalk cafés is necessary to protect and promote the general health, safety and welfare of the residents of the city.

- (b) *Sidewalk café authorized.*** Restaurant operators, eating and/or drinking establishments located within the CBD Central Business District are allowed to operate a sidewalk café that conforms to the requirements of this section and other applicable provisions of this code, and are hereby made exempt from the prohibition of conducting business within a public right-of-way of this Code.



CITY OF CLERMONT
ORDINANCE NO. 2023-020

- (c) *Definitions.* The followings words, terms, and phrases, when used in this section, shall have meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Permittee means the recipient of a sidewalk café permit under the terms and provisions of this section.

Sidewalk café means seating located on a sidewalk or pedestrian mall which is associated with an adjacent eating and/or drinking establishments where food or beverages are delivered for consumption on the premises. It is characterized by movable tables and chairs and may be shaded by umbrellas. Sidewalk cafés shall be permitted only as an accessory use to a licensed restaurant or food/drinking establishment.

- (d) *Permit and application requirements.*

- (1) It shall be unlawful for any person to operate a sidewalk café on any sidewalk or public right-of-way within the city without obtaining a permit as required by this article. Sidewalk cafés shall only be located where permitted by the city's land development code. No person shall establish a sidewalk café on a public sidewalk unless such person has obtained a valid permit to operate that sidewalk café pursuant to this Code.
- (2) The chief of police or designee shall have the right to remove, after 24 hours' notice, any tables, chairs and other objects on public property which are used in connection with a sidewalk café which do not have a permit, and shall have the right to immediately remove any tables, chairs or other objects on public property which impede pedestrian traffic or pose a threat to the public health, safety or welfare.
- (3) A permit for a sidewalk café shall be issued only to the operator of a valid food and/or drink license and operating restaurant who wishes to provide moveable tables and chairs on the sidewalk or pedestrian mall adjacent to the restaurant.
- (4) Application forms for permits to operate a sidewalk café are provided by the development services department.
- (5) A scaled drawing of the café area shall be required with each sidewalk café permit application with measurements outlining the location, boundary, tables, chairs, barriers, stanchions, host or hostess stations, and other features.
- (6) A copy of a valid business tax receipt to operate a food and/or drinking establishment in front of which the proposed sidewalk café will be located. The number of chairs or seats to be utilized for the sidewalk café must be included in the number of seats authorized by the license.
- (7) A copy of the state alcoholic beverage license and state approved site plan identifying the extension of this permit to the sidewalk where the café seating will operate as required by this Code.

- (e) *Fees.* Fees may be required as adopted by resolution of the city council.

(f) *Standards and criteria.*

- (1) Sidewalk cafés shall be located in such a manner that a minimum width of four feet is maintained at all times as an unobstructed pedestrian path.
- (2) Sidewalk cafés are restricted to the usable sidewalk area and adjacent outdoor seating area of the licensed establishment to which the permit is issued or within the usable sidewalk area of the building where the validly licensed restaurant is located.
- (3) All tables, chairs, umbrellas, heaters, signs or other personal or business property will not be permitted within four feet of a pedestrian crosswalk or handicap corner curb cut.
- (4) The sidewalk café demonstrates that the café's seating will not obstruct vehicle passengers from exiting their cars with the placement of their curbside tables.
- (5) Private trash containers are required for each café permit. The containers shall be kept clean, orderly and placed in safe locations to help prevent capsizing of the containers.
- (6) The containers shall be monitored and emptied on a consistent basis to prevent any trash and debris overflows. The containers shall not be used for disposing of table waste generated by the restaurant and /or sidewalk café customers.
- (7) Any trash surrounding a sidewalk café permit will be the responsibility of the owner and/or business occupant to pick up and collect in a timely manner. The city will not be responsible for trash collection relating to the sidewalk café permit.

(g) *Special restrictions.*

- (1) Sidewalk cafés shall be required to keep the sidewalk and close proximity free of trash and debris as a result of the sidewalk café.
- (2) Sidewalk café operations may be required to cease immediately at the sole discretion of the city.
- (3) Sidewalk Café permits are valid for one year. Applicants may reapply provided there are no outstanding code enforcement violations relating to the Sidewalk Café permit.
- (4) The sidewalk café permit is a license to temporarily use the city's sidewalks within the city's rights-of-way. It is not intended and shall not be constructed as an interest in the real property.
- (5) For the purpose of public safety, at any time after obtaining a sidewalk café permit, the permittee may be limited to use of non-breakable beverage containers after the police department receives complaints or there are observations for the need to amend the sidewalk café permit to impose the non-breakable beverage provision.
- (6) The permit covers the public sidewalk and right-of-way adjacent to the establishment. Tables and chairs on private property will be governed by other applicable regulations. No additional outdoor seating authorized pursuant to this Code shall be used for calculating seating requirements pertaining to applications for or issuance of an alcoholic beverage license for any establishment; nor shall the outdoor seating be used as the basis for computing required seating for restaurants and dining rooms, or as grounds for

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claiming exemption from such requirements under the provisions of any city ordinance or state law. However, additional outdoor seating authorized pursuant to this Code shall be included in determining required plumbing or accessibility fixtures or other fire and building code requirements.

- (7) Approval of a sidewalk café permit shall be conditioned upon obtaining the necessary state alcoholic beverage license and meeting all state alcoholic beverage requirements. The approved site plan by the state for the state alcoholic beverage license to allow service outside of the establishment must conform to the proposed site plan for the café seating and must be submitted with the application for a sidewalk café permit. All tables and chairs must not exceed the boundaries of the state alcoholic beverage plan and the sidewalk café plan.

(h) *Alcohol service.*

- (1) Sidewalks cafés are hereby made exempt from the prohibition on the sales and consumption of alcoholic beverages outside of a licensed building as provided by this Code.

(i) *Liability and indemnification.*

- (1) Prior to the issuance of a permit, the applicant shall furnish a signed statement indemnifying the city, its officers and employees for any damages to property or injury to persons which may be occasioned by any activity carried under the terms of the permit.
- (2) A permittee shall pay, and by its acceptance of a permit specifically agrees to pay, any and all damages or penalties which the city may be legally required to pay as a result of the permittee's operation or maintenance of a sidewalk café under this part, whether or not the acts or omissions complained of are authorized, allowed or prohibited by the city.
- (3) A permittee shall also pay all expenses incurred by the city in defending itself with regard to any and all damages and penalties mentioned in subsection (1) above. These expenses shall include all out-of-pocket expenses, including a reasonable attorney's fee and the reasonable value of services rendered by any employee of the city.
- (4) The permittee shall maintain, throughout the term of the permit, liability insurance insuring the city and the permittee with regard to all damages mentioned in subsection (1) above caused by the grantee or its agents, in the minimum amounts of:
 - a. Workers' and unemployment compensation insurance as provided by the laws of this state.
 - b. Two hundred thousand dollars for property damage, bodily injury, or death payable to any one person and \$1,000,000.00 for property damage, bodily injury or death when totaled with all other claims or judgments arising out of the same incident or occurrence.
 - c. The insurance policies obtained by a permittee in compliance with this section shall be issued by a company or companies acceptable to the city and a current certificate or certificates of insurance, along with written evidence of payment of all required premiums, shall be filed and maintained with the city during the term of the permit.



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The policies shall name the city as an additional insured and shall contain a provision that written notice of cancellation or reduction in coverage of the policy shall be delivered by registered mail to the city at least 30 days in advance of the effective date thereof.

- d. An applicant for a permit shall be required to submit evidence of liability insurance.
- (j) *Revocation or suspension; emergencies.*
- (1) The approval of a sidewalk café permit is conditional at all times. A sidewalk café permit may be revoked or suspended if it is found that:
 - a. Any necessary business or health permit has been suspended, revoked or canceled.
 - b. The permittee does not have insurance which is correct and effective in the minimum amounts described in this section.
 - c. The permittee exceeds the approved number of seats by placing additional tables, chairs, et cetera, in or beyond the approved area.
 - d. The permittee has failed to correct violations of this Code or conditions of this permit within 24 hours of receipt of the director's notice of such violations delivered in writing to the permittee.
 - (2) If the permittee fails to remove any tables, chairs and other objects related to sidewalk café within 48 hours of receipt of the chief of police or designee final notice of revocation or suspension, the chief of police or designee shall have the right to remove such objects.
 - (3) If a permittee is found in violation of the codes and given a written citation on three occasions in a single year as identified as the beginning date of the permit issuance, the sidewalk café permit shall be suspended for a period of time or revoked as determined by the chief of police or designee, effective immediately upon receipt of a third violation. In addition if the chief of police or designee believes that a permittee has engaged or is engaged in conduct warranting the suspension or revocation of the permit, the chief of police or designee shall serve the permittee by certified mail or hand delivery at his business address as disclosed in the application for the permit or at the permitted premises, a written administrative complaint which affords reasonable notice of facts or conduct which warrant the intended action. The permittee shall be given adequate opportunity to request an administrative hearing before the code enforcement board unless the chief of police or designee finds that an emergency condition exists involving serious danger to public health, safety or welfare, in which case advance notice and hearing shall not be required. In the case of an emergency suspension or revocation, the permittee shall immediately be advised of the chief of police or designee's action and afforded a prompt post-suspension or revocation hearing in accordance with the procedures set forth in this Code. Appeals of applications or café seating plans rejected by the city may be heard by the planning and zoning commission for either upholding the decision of the chief of police, further revising and approving the plan or approving the submitted plan.



CITY OF CLERMONT
ORDINANCE NO. 2023-020

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: 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 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2023-020

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 8th day of August 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	06/28/2023
Order Number:	8998508
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	49.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	07/17/2023 - 07/24/2023	Govt Public Notices
LEE dailycommercial.com	2	07/17/2023 - 07/24/2023	Govt Public Notices

Total Order Confirmation	\$153.08
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Ad Preview

LEGAL NOTICE

On Tuesday, August 1, 2023 at 6:30 PM the Clermont Planning and Zoning Commission will consider the proposed ordinance to amend the land development codes. The final enactment of the ordinance will be heard by City Council on Tuesday, August 8, 2023 at 6:30 P.M.

ORDINANCE NO. 2023-020

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 125, SECTION 125-526 SIDEWALK CAFÉS, PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

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

This ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Please be advised that under State law, if you should decide to appeal a decision made with respect to this matter, you may 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

8998508 July 17, 24, 2023