



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA**

6:30 PM, Tuesday, September 26, 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

Fire Prevention Week

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 August 22, 2023 Council Meeting and the September 6, 2023 First Budget Public Hearing.

Item No. 2 - Legislative Priorities

Consider approval of the City of Clermont Legislative priorities list.

Item No. 3 - Surplus Request

Consider declaring end-of-life inventory as surplus from the Police Department, Fire Department and Public Services Department and dispose of in accordance with the Procurement Policy.

Item No. 4 - Employee Benefit Renewal and Changes effective January 1, 2024

Consider approval of the employee group medical and dental plan renewal and changes effective January 1, 2024.

Item No. 5 - Piggyback Purchase and Budget Amendment
Fire Station #1 Generator

Consider approval to purchase from the Florida Sheriffs Association contract number FSA20-EQU18.0 with Genserve, LLC. to furnish and install a generator for Fire Station #1 for the amount of \$260,880 and a budget amendment in the amount of \$67,380.

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Item No. 6 - Fire Equipment Lease Agreement
Stryker First Aid Equipment

Consider approval of a ten-year lease agreement with Stryker Sales, LLC. to acquire equipment in the annual budgeted amount of \$208,213.50.

Item No. 7 - Road Closure Request
Sommer Sports

Consider two (2) road closure requests for Nightmare on the Clermont Trail 5k on October 28, 2023 and Santa's Twilight 5k on December 16, 2023.

UNFINISHED BUSINESS

Item No. 8 - Ordinance No. 2023-027 *Final*
Parking Code

Consider ordinance adoption of the Parking Code Amendment.

NEW BUSINESS

Item No. 9 - Resolution No. 2023-028R
Intuitive Emergency Clinic

Consider a Conditional Use Permit to allow for the operation of a 24-hour Emergency Clinic within the CVS Pharmacy located on Hartwood Marsh Road and US Hwy 27.

Item No. 10 - Ordinance No. 2023-028 *Intro*
General Employee 401(a) Vesting Change

Consider approval of revised vesting change to the General Employee 401(a) Defined Contribution plan.

ADJOURN

Public Notice

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

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

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

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

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

PROCLAMATION

Whereas, the City of Clermont is committed to ensuring the safety and security of all those living in and visiting our city; and

Whereas, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

Whereas, Clermont residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

Whereas, Clermont residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

Whereas, Clermont residents are responsive to public education measures and are better able to take personal steps to increase their safety from fire, especially in their homes; and

Whereas, the 2023 Fire Prevention Week™ theme, “Cooking safety starts with YOU! Pay attention to fire prevention.” Focuses on educating the public on steps to take to help reduce the risk of fire when cooking at home.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the week of October 8-14, Two Thousand and Twenty Three as:

Fire Prevention Week

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 26th Day of September in the year Two Thousand and Twenty Three.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 22, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, August 8, 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 Entsuah, Gonzalez and Purvis.

Council Member Pines was absent.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Kendall Anderson of The Crossing Church gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Lake County Commissioner Parks spoke about the new Joint Planning Agreement being signed in the upcoming future. Mr. Parks brought up the Tourist Development tax, there are different things that can be done with the funds including funding trails. There is discussion on whether to increase the tax from 4% to 5%.

Discussion ensued regarding Hooks Street from Hancock east and that the county is working on road alignment. The signals on State Road 50 will be changed to be longer and hopefully ease some of the traffic congestion.

PUBLIC COMMENTS

Brian Punch, 450 E. Lakeshore Drive – inquired about a stop sign to be placed on Lakeshore Drive.

City Manager Bulthuis stated that there will be one placed and he will look into when it will be installed.

David Falzone, 1375 Lake Avenue – expressed concern regarding property.

Banks Helfrick, 9100 Sams Lake Road – sustainable living.

Sherry Spivey, 505 Drew Avenue – expressed concern over street parking from parents of Aurelia Cole Academy.

Dalila Lemos, 530 Drew Avenue - expressed concern over street parking from parents of Aurelia Cole Academy.

REPORTS

CITY MANAGER REPORT

- Today is the Primary election.
- Spoke about the parking issues on Pitt/Drew. The city has ordered signs to install and help with the issues.
- The downtown project is moving into a more difficult area, just east of 8th Street. The area will be closed approximately 8-10 weeks.
- City offices closed on Monday September 4th in observance of Labor Day.

Council Member Purvis joined the meeting at 7:04 pm.

City of Clermont
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August 22, 2023

CITY ATTORNEY REPORT –

No report.

CITY COUNCIL REPORT

Council Member Gonzalez

- Attended a ride along with the Police Department.
- Attended the Florida League of Cities conference.

Council Member Purvis – no report

Council Member Entsuh

- Thank you to residents for bringing the Drew Avenue parking issue to the city's attention.

Mayor Murry

- Spoke about school.
- Attended the Florida League of Cities conference.
- Attended the Wesley Academy ground breaking.
- Mayor's lunch will be September 5, 2023 at Amores.

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 July 12, 2023 and July 20, 2023 Council Budget Workshops and the August 8, 2023 Council Meeting.

Item No. 2 – Plat Approval

Consider a request for a replat of Citrus Tower Commercial Center to amend Lot 6 and Tract A to create Lot 7 located northeast of Citrus Tower Blvd and SR 50 intersection.

Item No. 3 – Surplus Request

Consider declaring end-of-life inventory as surplus from the Parks and Recreation, City Manager, Police, Information Technology, and Finance Department and dispose of it in accordance with the Procurement Policy.

Item No. 4 – Employment Policies Manual
Amendment Section 4.8

Consider amendment to Chapter 4:
Compensation/Salary Administration,
Section 4.8 Storm or Other Disaster Pay
and Leave.

City of Clermont
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REGULAR COUNCIL MEETING
August 22, 2023

Item No. 5 - Term Contract Award
*Sanitary Sewer Manhole, Vault,
and Lift Station Rehabilitation*

Consider awarding term contract to US Infra Rehab Services, LLC, US Water Services Corporation, RCM Utilities, LLC., and Danus Utilities, Inc.

Item No. 6 - Term Contract Award
Park Amenities

Consider awarding a term contract to BSN Sports, LLC. And Treetop Products, Inc. to purchase park benches, picnic tables, and trash receptacles.

Item No. 7 - School Resource Officer Agreement

Consider approval of the Imagine South Lake Charter School SRO 2023/2024 agreement.

Item No. 8 - Resolution No. 2023-031R

Consider approval to address the impacts of Chapter 2023-17, Laws of Florida, known as the Live Local Act.

Jimmy Crawford pulled Item No. 8 for further discussion.

Council Member Purvis moved to approve Consent Agenda Items 1-7; Seconded by Council Member Entsuah. Passed unanimously 4-0 with all members present voicing aye.

Item 8 – Resolution No. 2023-031R

Jimmy Crawford, 702 W. Montrose Street – Expressed concern regarding the reference in the Resolution of development applications being delayed until an Ordinance is adopted which can take six months. Will any applications be processed in that time or will all applications be held until the adoption of the Ordinance.

City Attorney Mantzaris stated that there is uncertainty regarding this bill which just came into effect. The purpose of the resolution is to address and acknowledge the uncertainty. There has been no directive to hold applications at this time but the review criteria is uncertain. When the city adopts a policy that is required under the act may have to create review criteria that does not exist at this point. We accept that the city could receive an application, the city does not have enough understanding of the bill to review that application completely.

Discussion ensued regarding the Live Local Bill and current zoning requirements.

Council Member Entsuah moved to approve Item 8, Resolution No. 2023-031R; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

City of Clermont
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August 22, 2023

UNFINISHED BUSINESS

Item No. 9 - Ordinance No. 2023-022 Final O2B Kids

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Records Administrator Price read the title aloud.

Development Services Planning Manager Kruse presented the item. The agent, Concept Development, Inc. is requesting a voluntary annexation of the subject property which is contiguous to city boundaries. The parcel is approximately 1.82 acres and has frontage on the south side of SR 50, between Ray Goodgame Parkway and Magnolia Pointe Boulevard. The property is currently under site review for development of an 11,000 square foot daycare center located in the John's Lake Landing PUD, Ordinance No. 2021-32, which was granted approval in Lake County and is approximately 309 acres. The applicant is requesting to continue development within the City and according to the approved PUD standards. The site will require City water and sewer services and has an older utility agreement adopted on November 28, 2007, which is currently in place for the entire John's Lake Landing project. The benefit of annexing into the City at this stage of the process will allow for Clermont jurisdiction over permitting and the collection of impact fees that are absent when a property is fully developed in Lake County and then annexed into the City at a later date. Upon annexation, the character of the property will be compatible with the adjacent Clermont properties as set forth in the utility agreement. Staff recommends the approval.

The applicant, McGregor Love, stated that they concur with staff's recommendation and are available for any questions.

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

Discussion regarding changing uses of the property coming before council. City Manager Bulthuis explained that as long as they stay within the parameters of the zoning of the property then they would not have to come before council.

Council Member Purvis moved to approve Item 9 as presented; Seconded by Council Member Entsuah. The motion passed by roll call vote 4-0.

NEW BUSINESS

Item No. 10 - Administrative Appeal 821 West Minneola

City Attorney Mantzaris introduced the item and explained to council that before them is an appeal by the petitioner of an interpretation of the city code that has been made by the administrative official of the city, city staff. This is a right of appeal that exists in the city code, which gives any property owner or developer the right to appeal a decision or interpretation in front of city council. Mr. Mantzaris explained the process and council's role and vote.

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Development Services Director Henschel stated that Patrick North, on behalf of Costal Investment Land Trust, is requesting this Administrative appeal in regards to the commercial parking calculation for the West End Market located at 821 West Minneola Ave. The West End Market is a 7,000 square foot building with multiple commercial occupancy uses within the building.

Mr. North is requesting this appeal, under Section 101-302 of the Land Development Code, due to the fact that staff is not in agreement with the applicant's interpretation of the parking calculations within the Land Development Code.

Chapter 115 Parking and Vehicular Use Areas of the Land Development Code specify the parking requirements. Specifically, sections 115-17, 15-14, 115-3 all point out the requirements for parking within the Central Business District. City code also allows staff to utilize Institute of Transportation Engineering (ITE) manual to calculate parking ratios. In this case staff's calculation of the required parking count would be 21 parking spaces.

There is a section of the code (115-14) that has an asterisk at the bottom of the parking table that says " * A mixed-use project is exempt from minimum parking requirements".

This was added to the code in 2018 with other parking amendments intended to lessen the requirement for parking on businesses. It was demonstrated at that time that business models have changed and require less parking. Staff never intended nor implied that parking should or could be eliminated, but could potentially be reduced based on specific uses. This code section was intended for a true mixed-use development with residential and commercial uses. The staff's position was that the residential portion of the project would not be required to provide parking, but the commercial portion would provide the minimum required parking spaces.

Mr. North, in this case, pointed out, the West End Market is a "mixed-use" development which would not require parking. The staff position is that the West End Market is not a Mixed Use development and does not have the option of not providing parking on site. Currently, on the south end of the market there are 8 parking stalls, but they are not accessible via the main right-of-way access to the market.

This appeal is on the determination of use and whether it is mixed-use in staffs view or the applicants view. City staff and the applicant are seeking direction from City Council on this item.

The applicant, Patrick Bianchi, spoke about the designated land use of the property and the number of parking spaces required for the different land uses.

City Attorney Mantzaris asked Mr. Bianchi for clarification on what he is appealing, the number of parking spaces or the requirement of parking spaces. Mr. Bianchi stated that they are petitioning the land use. The city is declaring the property one type of land use and they believe the property is a different land use. Mr. Mantzaris explained that the petition submitted states that the petitioner believes the land use to be mixed-use.

Mr. Bianchi went on to explain that the citation they received did not determine the number of parking spaces. The land use that they believe the property is would exempt them from minimum parking requirements. The city's interpretation of the land use is calculating required parking spaces.

City Manager Bulthuis stated that the city determined the property as a commercial land use and the petitioner is contending the property is mixed-use land use.

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August 22, 2023

Mr. Bianchi reviewed the history of the property and what the property is currently being used as. The petitioner hired IBC Engineering to assess the land use, as well as parking needs for the structure. Their professional opinion is that the structure is mixed-use therefore exempt from minimum parking requirements.

Sections of chapter 115 of the Clermont Code of Ordinances regarding parking were recited. Section 115-14 states that a mixed-use project is exempt from minimum parking requirements. The section of the code that defines what mixed-use is does not narrow the scope of what mix of uses they are referring to with respect to a mixed-use project.

Mr. Bianchi spoke on what classifies as mixed-use and is exempt from minimum parking requirements and presented his interpretation of the ITE manual for parking calculations.

City Attorney Mantzaris explained that this proceeding is different than a normal action by council. This is an appellate action proceeding that was established by the petitioner, public comment does not need to be heard until an action by council is to take place.

Discussion ensued on the previous applications and permits for the property, uses of the property, the definition of mixed-use, the basis of the appeal and the action that is needed by council.

Mayor Murry opened the public hearing.

Roger Ocasio, 821 W. Minneola – owns a business at the address and his contract states retail and not mixed-use.

Anna Hamlin, 535 Blue Cypress Drive – would like to see the parking spaces brought back.

Dani Page, Tuscany Ridge – stated most people who park in that lot are not utilizing those businesses.

Mayor Murry closed the public hearing.

There was talk about the city leasing the parking lot in which staff will get with Mr. Bianchi at a later date regarding that. Council discussed being able to withdraw the item until discussions regarding leasing the parking lot was had. Mr. Mantzaris stated that if the item is withdrawn then Mr. Bianchi is forfeiting his right to appeal, he may table the item.

Council Member Purvis moved to deny applicants application for appeal, item number 11 as presented in the appeal petition before council; Seconded by Council Member Gonzalez.

City Attorney Mantzaris clarified that this is based on a finding that this is not a mixed-use.

The motion passed by roll call vote 3-1 with Council Member Entsuah opposing.

Council discussed leasing the property. Mr. Bulthuis stated that staff will return with more information regarding leasing the property.

City of Clermont
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REGULAR COUNCIL MEETING
August 22, 2023

Item No. 11 - Resolution No. 2023-032R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING THE AGREEMENT FOR THE PURCHASE OF 3.29 +/- ACRES OF CERTAIN REAL PROPERTY LOCATED IN LAKE COUNTY FOR USE OF A FIRE STATION FROM FIRST BAPTIST CHURCH OF CLERMONT, INC. FOR \$740,250.00 AND AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

Records Administrator Price read the title aloud.

City Manager Bulthuis stated that the city has been working with First Baptist Church to acquire property in order to relocate Fire Station 2. The current station is on a small property and buying this would be the largest property for a Fire Station we will own. The city would like to close on this property as soon as possible, would like to be in construction or close to a year from now.

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

Council Member Purvis moved to adopt Resolution No. 2023-032R as presented; Seconded by Council Member Entsuah. Passed unanimously 4-0 with all members present voicing aye.

City of Clermont
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REGULAR COUNCIL MEETING
August 22, 2023

ADJOURN: With no further comments, this meeting adjourned at 9:20pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
FIRST BUDGET PUBLIC HEARING
SEPTEMBER 6, 2023

CALL TO ORDER

The City Council met in a Special Meeting on Wednesday, September 6, 2023 at City Hall. Mayor Murry called the meeting to order at 6:30 pm with the following Council Members present: Council Members Gonzalez, Purvis, Entsuah, and Pines.

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

The agenda items will be discussed concurrently and voted on separately.

Item No. 1 – Resolution No. 2023-033R – *Tentative FY 2023/2024 Ad Valorem Millage Rate*

A RESOLUTION OF THE CITY OF CLERMONT OF LAKE COUNTY, FLORIDA,
ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR FISCAL
YEAR 2023-2024; PROVIDING FOR COLLECTION OF TAXES; PROVIDING FOR
AN EFFECTIVE DATE.

Item No. 2 – Resolution No. 2022-034R – *Tentative FY 2023/2024 Budget*

A RESOLUTION OF THE CITY OF CLERMONT OF LAKE COUNTY, FLORIDA,
ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR 2023-2024;
PROVIDING FOR AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read into the record Resolution No. 2023-033R in its entirety and Resolution No. 2023-034R by title only.

City Manager Bulthuis stated that on July 25, 2023, City Council authorized a tentative millage rate of 5.06 mills which is the same as last year. Mr. Bulthuis reviewed the timeline of the budget process and stated this is the first budget public hearing and the final public hearing will be held on September 20, 2023 for the adoption of the millage rate and budget.

Mr. Bulthuis presented a Power Point presentation reviewing the funds within the General Fund, as well as the General Fund expenditures and the percentage of resident's tax bill that the city receives. The rolled back rate of 4.6205 mills was discussed and explained the city would have to cut more than \$2 million from the current budget if that millage rate is adopted.

Mr. Bulthuis reviewed Clermont's millage rate compared to other municipalities in Lake County. Each city's millage rate, fire fee and utilities along with their Police and Fire departments were discussed.

The next step in the budget process will be the Final Budget Public Hearing on September 20, 2023 where the City Council will adopt the millage rate and budget.

Mayor Murry opened Public Hearing for Resolution 2023-033R.

Charlene Forth, 939 W. Desoto St. – expressed concern about the millage rate.

Anthony Grove, 1105 Sadie Ridge Rd. – expressed concern about the millage rate.

Mayor Murry closed Public Hearing for Resolution 2023-033R.

Council Member Purvis motioned to adopt Resolution 2023-033R as presented; Seconded
by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
FIRST BUDGET PUBLIC HEARING
SEPTEMBER 6, 2023

Council Member Pines reiterated that Council is not increasing the millage rate, the rate is the same as last year.

Mayor Murry opened the Public Hearing for Resolution No. 2023-034R. There were no comments. Mayor Murry closed the Public Hearing for Resolution No. 2023-034R.

Council Member Gonzalez motioned to adopt Resolution No. 2023-034R; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

CLOSING COMMENTS

Mayor Murry stated that Council is not increasing nor proposing an increase in the millage rate this year.

Council Member Entsuah asked for clarification on the number of votes necessary to adopt the rolled back rate. Mr. Bulthuis explained to keep the current millage rate, it requires 4 votes, and 3 votes would approve a maximum millage rate of 4.7517.

City of Clermont
MINUTES
FIRST BUDGET PUBLIC HEARING
SEPTEMBER 6, 2023

ADJOURN: With no further comments, this meeting adjourned at 7:00 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, September 26, 2023		
Agenda Item Name		
Legislative Priorities		
Requested Action		
Staff recommends approval of this list of Legislative Priorities		
Staff Report		
The City of Clermont has recently updated its list of Legislative Priorities to include infrastructure, public safety and other overall priorities. <u>Legislative Priorities</u> Waste Water Treatment Plant Expansion Phase 2 East Avenue Complete Streets Reconstruction Meet Us In The Middle Plaza and 8th Street Docks South Lake Regional Public Safety Training Center Highland Ranch Alternate Water Storage		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



AGENDA ITEM

Meeting Date																								
Tuesday, September 26, 2023																								
Agenda Item Name																								
Surplus Request																								
Requested Action																								
Requesting approval to declare end-of-life inventory as surplus from the Police Department, Fire Department and Public Services Department and dispose of it in accordance with the Procurement Policy.																								
Staff Report																								
The Procurement Services Department, on behalf of the Police Department, Fire Department and Public Services Department recommends approval of the above action. The following inventory has reached its end of life service and approval to surplus these items is being requested. <u>Police Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(2)</td> <td>Falcon Radar</td> </tr> <tr> <td>(1)</td> <td>Pro Lite Laser</td> </tr> <tr> <td>(2)</td> <td>Old Axon Tasers</td> </tr> <tr> <td>(3)</td> <td>Expired AED</td> </tr> </table> <u>Fire Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Scott 742 Twin Filters</td> </tr> <tr> <td>(1)</td> <td>Scott Model 74 Respirator Full Face Piece</td> </tr> </table> <u>Public Services Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Hancock Park Playground Equipment</td> </tr> <tr> <td>(350)</td> <td>Broken and Damaged Trash and Recycling Carts</td> </tr> </table> The salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. The non-salvageable property will be disposed of appropriately.			Qty.	Property Description	(2)	Falcon Radar	(1)	Pro Lite Laser	(2)	Old Axon Tasers	(3)	Expired AED	Qty.	Property Description	(1)	Scott 742 Twin Filters	(1)	Scott Model 74 Respirator Full Face Piece	Qty.	Property Description	(1)	Hancock Park Playground Equipment	(350)	Broken and Damaged Trash and Recycling Carts
Qty.	Property Description																							
(2)	Falcon Radar																							
(1)	Pro Lite Laser																							
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(3)	Expired AED																							
Qty.	Property Description																							
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(1)	Hancock Park Playground Equipment																							
(350)	Broken and Damaged Trash and Recycling Carts																							
Additional Analysis																								
Fiscal Impact Summary																								
Surplus property is anticipated to be sold for approximately \$2,000.																								
Fiscal Impact	Fund Number and Description	Available Budget Amount																						
Exhibits Attached (copies of original agreements)																								
1.	Police Disposal Forms	Police Disposal Forms.pdf																						
2.	Public Services Disposals	Public Services Disposals.pdf																						
3.	Fire Department Disposal Forms	Fire Department Disposal Forms.pdf																						



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD0042
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: FALCON RADAR Vehicle No. _____
Miles / Hours: _____ Serial / VIN: FF11828
Description of Property RADAR WAS USED IN TRAFFIC

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

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

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

Director Signature: _____

Date: 8-9-23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD0042
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: FALCON RADAR Vehicle No.
Miles / Hours: Serial / VIN: FF11828
Description of Property RADAR WAS USED IN TRAFFIC

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **OTHER:**

Director Signature: [Signature]

Date: 8.9.23

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10385
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: PRO LITE LASER Vehicle No. _____
Miles / Hours: _____ Serial / VIN: P03812
Description of Property LASER PRODUCT WAS USED IN TRAFFIC

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **OTHER:** _____

Director Signature: [Signature] Date: 8-9-23

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON X26P TASER Vehicle No.
Miles / Hours: Serial / VIN: X12005MPD AND X12001MWX
Description of Property TASERS X'S 2

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

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

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

Director Signature:  Date: 8.9.23

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

Date Approved by City Council: Agenda Item:
Method of Disposal: Date Disposed:
Procurement Director: Date:
Munis Asset Number:

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10470
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: CARDIAC SCIENCE G3 -2015 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 6023971
Description of Property G3 AED

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

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

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

Director Signature: _____

Date: 8-9-23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



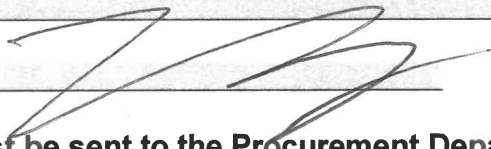
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10833
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: CARDIAC SCIENCE G5 -2017 Vehicle No.
Miles / Hours: Serial / VIN: D00000058010
Description of Property G5 AED

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

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

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

Director Signature: 

Date: 8.9.23

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 11958
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: CARDIAC SCIENCE G5 -2016 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: D0000013855
Description of Property G5 AED

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

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

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

Director Signature: _____

Date: 8-9-23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SANITATION Property Tag #: NONE
Contact Person: BRIAN CAMP Phone: 352-267-2558
Year / Make / Model: NONE Vehicle No. NONE
Miles / Hours: NONE Serial / VIN: NONE
Description of Property 350 BROKEN/DAMAGED TRASH & RECYCLING CARTS

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

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

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

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

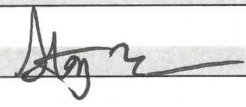
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☐ **OTHER:** _____

Director Signature: 

Date: 8-25-23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: NA
Contact Person: Joe McMahon Phone: 352-394-7177
Year / Make / Model: NA Vehicle No. NA
Miles / Hours: NA Serial / VIN: NA
Description of Property Playground equipment Hancock Park

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

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

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

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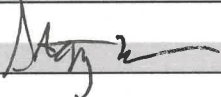
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☐ **OTHER:** _____

Director Signature: 

Date: 8-25-23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: N/A
Contact Person: Sean Sacco Phone: 352-805-9009
Year / Make / Model: Scott Model 74 Respirator Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Model 74 Twin Cartridge full face piece respirator (742 series)

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

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

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

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☐ **OTHER:** _____

Director Signature: 

Date: 9/15/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: N/A
Contact Person: Sean Sacco Phone: 352-805-9009
Year / Make / Model: Scott 742 Twin Filters Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Scott 742 Twin Filters F, N, R Series

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

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

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- ☐ **OTHER:** _____

Director Signature: 

Date: 2/15/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 26, 2023		
Agenda Item Name		
Employee Benefit Renewal and Changes effective January 1, 2024		
Requested Action		
Consider approval of the employee group medical and dental plan renewal and changes effective January 1, 2024.		
Staff Report		
The Employee Group Medical Plan is self-funded, established in 1990. The plan provides health, dental and prescription drug coverage for employees, retirees and eligible dependents. The Employee Insurance Team, made up of employees representing all City departments, has met multiple times in 2023 to discuss the renewal for the plan. City staff and the Employee Insurance Team reviewed proposals for narrow network plans and the team recommends that the city remain with Cigna next year and continue to evaluate the option of a narrow network next year. Staff as well as the Employee Insurance Team recommend the following proposed changes, which include the necessary funding to maintain targeted ending cash reserve. The changes would take effect January 1, 2024. • Per the attached rate sheet, the total employee contribution would increase for the medical plan by 6% per pay check and the dental plan would remain at the same rate as current. Retiree contributions are based on the total contribution (employee plus City) and will be adjusted in accordance with the City's Resolution 2013-06 regarding the City's contribution toward retiree health and dental coverage. • Maintain the same plan design as current (e.g., Deductible for Open Access Plan (OAP) is \$1,500/\$3,000 and High Deductible Plan (HDP) is \$3,250/\$6,500; Out of Pocket Maximums for OAP is \$6,000/\$12,000 and for HDP is \$7,000/\$14,000) • Continue the current voluntary employee wellness program incentive of up to \$150 per year for covered employees and spouses on the city's health plan. • Maintain the employee and dependent tobacco user surcharges at 15% of the total unit cost. The tobacco user surcharge has been in place since 2009. As always, the City makes available reasonable alternative standards for the employee/dependent to qualify for the non-tobacco user rates by participating in a tobacco cessation program and submitting a certificate of completion. • Continue the current self-insurance plan individual and aggregate stop loss insurance (individual deductible of \$181,500). There was a 4% increase to the stop loss premium for 2024. • With all of the above noted changes, if claims run as projected, the fund's reserves at December 31, 2024 are projected to meet and/or exceed the target of 33% of projected annual claims.		
Additional Analysis		
Fiscal Impact Summary		
Estimated total cost to the plan, including state-required reserves, is \$8,206,551, with the employee share being \$1,235,270. These costs are within the FY 24 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023 9 26 - 2024 RATES	2023 9 26 - 2024 RATES.pdf	

City of Clermont
Group Medical Insurance Rates
January 1, 2024

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
Base Plan - Employees				
Employee				
-City Share	Bi-Weekly	\$718.42	\$14.40	\$732.82
-EE Share	Bi-Weekly	\$41.10	\$6.99	\$48.09
Total	Annual	\$19,747.31	\$556.14	\$20,303.45
-EE Tobacco Surcharge	Bi-Weekly	\$113.93	\$0.00	\$113.93
Spouse				
-City Share	Bi-Weekly	\$168.01	\$0.00	\$168.01
-EE Share	Bi-Weekly	\$192.25	\$12.12	\$204.37
Total	Annual	\$9,366.92	\$315.12	\$9,682.04
-EE Tobacco Surcharge	Bi-Weekly	\$54.04	\$0.00	\$54.04
Children				
-City Share	Bi-Weekly	\$146.78	\$0.00	\$146.78
-EE Share	Bi-Weekly	\$177.02	\$10.74	\$187.76
Total	Annual	\$8,418.85	\$279.24	\$8,698.09
-EE Tobacco Surcharge	Bi-Weekly	\$48.57	\$0.00	\$48.57
Family				
-City Share	Bi-Weekly	\$264.60	\$0.00	\$264.60
-EE Share	Bi-Weekly	\$274.86	\$23.79	\$298.65
Total	Annual	\$14,026.00	\$618.54	\$14,644.54
-EE Tobacco Surcharge	Bi-Weekly	\$80.92	\$0.00	\$80.92

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 1				
Retiree				
-City Share	Monthly	\$954.45	\$23.64	\$978.09
-Retiree Share	Monthly	\$691.16	\$22.71	\$713.87
Total	Annual	\$19,747.31	\$556.14	\$20,303.45
Spouse				
-City Share	Monthly	\$202.95	\$0.00	\$202.95
-Retiree Share	Monthly	\$577.63	\$26.26	\$603.89
Total	Annual	\$9,366.92	\$315.12	\$9,682.04
Children				
-City Share	Monthly	\$210.47	\$0.00	\$210.47
-Retiree Share	Monthly	\$491.10	\$23.27	\$514.37
Total	Annual	\$8,418.85	\$279.24	\$8,698.09
Family				
-City Share	Monthly	\$385.72	\$0.00	\$385.72
-Retiree Share	Monthly	\$783.12	\$51.55	\$834.67
Total	Annual	\$14,026.00	\$618.54	\$14,644.54
Base Plan - Retirees - Medicare Eligible - Tier 1				
Retiree				
-City Share	Monthly	\$582.22	\$23.64	\$605.86
-Retiree Share	Monthly	\$421.61	\$22.71	\$444.32
Total	Annual	\$12,045.86	\$556.14	\$12,602.00
Spouse				
-City Share	Monthly	\$123.80	\$0.00	\$123.80
-Retiree Share	Monthly	\$352.35	\$26.26	\$378.61
Total	Annual	\$5,713.82	\$315.12	\$6,028.94

Tier 1 retirees are employees who retired or entered the DROP prior to October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 2				
Retiree				
-City Share	Monthly	\$822.80	\$0.00	\$822.80
-Retiree Share	Monthly	\$822.80	\$46.35	\$869.15
Total	Annual	\$19,747.31	\$556.14	\$20,303.45
Spouse				
-City Share	Monthly	\$195.14	\$0.00	\$195.14
-Retiree Share	Monthly	\$585.43	\$26.26	\$611.69
Total	Annual	\$9,366.92	\$315.12	\$9,682.04
Children				
-City Share	Monthly	\$175.39	\$0.00	\$175.39
-Retiree Share	Monthly	\$526.18	\$23.27	\$549.45
Total	Annual	\$8,418.85	\$279.24	\$8,698.09
Family				
-City Share	Monthly	\$292.21	\$0.00	\$292.21
-Retiree Share	Monthly	\$876.63	\$51.55	\$928.18
Total	Annual	\$14,026.00	\$618.54	\$14,644.54

Base Plan - Retirees - Medicare Eligible - Tier 2

Retiree				
-City Share	Monthly	\$501.91	\$0.00	\$501.91
-Retiree Share	Monthly	\$501.91	\$46.35	\$548.26
Total	Annual	\$12,045.86	\$556.14	\$12,602.00
Spouse				
-City Share	Monthly	\$119.04	\$0.00	\$119.04
-Retiree Share	Monthly	\$357.11	\$26.26	\$383.37
Total	Annual	\$5,713.82	\$315.12	\$6,028.94

Tier 2 retirees are employees who had 20 or more years of service as of October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 3				
Retiree				
-City Share	Monthly	\$493.68	\$0.00	\$493.68
-Retiree Share	Monthly	\$1,151.93	\$46.35	\$1,198.28
Total	Annual	\$19,747.31	\$556.14	\$20,303.45
Spouse				
-City Share	Monthly	\$117.09	\$0.00	\$117.09
-Retiree Share	Monthly	\$663.49	\$26.26	\$689.75
Total	Annual	\$9,366.92	\$315.12	\$9,682.04
Children				
-City Share	Monthly	\$105.24	\$0.00	\$105.24
-Retiree Share	Monthly	\$596.34	\$23.27	\$619.61
Total	Annual	\$8,418.85	\$279.24	\$8,698.09
Family				
-City Share	Monthly	\$175.33	\$0.00	\$175.33
-Retiree Share	Monthly	\$993.51	\$51.55	\$1,045.06
Total	Annual	\$14,026.00	\$618.54	\$14,644.54

Base Plan - Retirees - Medicare Eligible - Tier 3

Retiree				
-City Share	Monthly	\$301.15	\$0.00	\$301.15
-Retiree Share	Monthly	\$702.68	\$46.35	\$749.03
Total	Annual	\$12,045.86	\$556.14	\$12,602.00
Spouse				
-City Share	Monthly	\$71.42	\$0.00	\$71.42
-Retiree Share	Monthly	\$404.73	\$51.55	\$456.28
Total	Annual	\$5,713.82	\$618.54	\$6,332.36

Tier 3 retirees are employees who had at least 10 years, but less than 20 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 4				
Retiree				
-City Share	Monthly	\$164.56	\$0.00	\$164.56
-Retiree Share	Monthly	\$1,481.05	\$46.35	\$1,527.40
Total	Annual	\$19,747.31	\$556.14	\$20,303.45
Spouse				
-City Share	Monthly	\$39.03	\$0.00	\$39.03
-Retiree Share	Monthly	\$741.55	\$26.26	\$767.81
Total	Annual	\$9,366.92	\$315.12	\$9,682.04
Children				
-City Share	Monthly	\$35.08	\$0.00	\$35.08
-Retiree Share	Monthly	\$666.49	\$23.27	\$689.76
Total	Annual	\$8,418.85	\$279.24	\$8,698.09
Family				
-City Share	Monthly	\$58.44	\$0.00	\$58.44
-Retiree Share	Monthly	\$1,110.39	\$51.55	\$1,161.94
Total	Annual	\$14,026.00	\$618.54	\$14,644.54
Base Plan - Retirees - Medicare Elig				
Retiree				
-City Share	Monthly	\$100.38	\$0.00	\$100.38
-Retiree Share	Monthly	\$903.44	\$46.35	\$949.79
Total	Annual	\$12,045.86	\$556.14	\$12,602.00
Spouse				
-City Share	Monthly	\$23.81	\$0.00	\$23.81
-Retiree Share	Monthly	\$452.34	\$26.26	\$478.60
Total	Annual	\$5,713.82	\$315.12	\$6,028.94

Tier 4 retirees are employees who had less than 10 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
Base Plan - Retirees - Non-Medicare Eligible - Tier 5				
Retiree				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$1,645.61	\$46.35	\$1,691.96
Total	Annual	\$19,747.31	\$556.14	\$20,303.45
Spouse				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$780.58	\$26.26	\$806.84
Total	Annual	\$9,366.92	\$315.12	\$9,682.04
Children				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$701.57	\$23.27	\$724.84
Total	Annual	\$8,418.85	\$279.24	\$8,698.09
Family				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$1,168.83	\$51.55	\$1,220.38
Total	Annual	\$14,026.00	\$618.54	\$14,644.54

Base Plan - Retirees - Medicare Eligible - Tier 5

Retiree				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$1,003.82	\$46.35	\$1,050.17
Total	Annual	\$12,045.86	\$556.14	\$12,602.00
Spouse				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$476.15	\$26.26	\$502.41
Total	Annual	\$5,713.82	\$315.12	\$6,028.94

Tier 5 retirees are employees who were hired after February 26, 2013.

		<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
High Deductible Plan - Employees				
Employee				
-City Share	Bi-Weekly	\$538.82	\$14.40	\$553.22
-EE Share	Bi-Weekly	\$29.76	\$6.99	\$36.75
Total	Annual	\$14,783.29	\$556.14	\$15,339.43
-EE Tobacco Surcharge	Bi-Weekly	\$85.29	\$0.00	\$85.29
Spouse				
-City Share	Bi-Weekly	\$126.02	\$0.00	\$126.02
-EE Share	Bi-Weekly	\$96.14	\$12.12	\$108.26
Total	Annual	\$5,776.08	\$315.12	\$6,091.20
-EE Tobacco Surcharge	Bi-Weekly	\$33.32	\$0.00	\$33.32
Children				
-City Share	Bi-Weekly	\$110.07	\$0.00	\$110.07
-EE Share	Bi-Weekly	\$88.52	\$10.74	\$99.26
Total	Annual	\$5,163.48	\$279.24	\$5,442.72
-EE Tobacco Surcharge	Bi-Weekly	\$29.79	\$0.00	\$29.79
Family				
-City Share	Bi-Weekly	\$198.44	\$0.00	\$198.44
-EE Share	Bi-Weekly	\$137.43	\$23.79	\$161.22
Total	Annual	\$8,732.68	\$618.54	\$9,351.22
-EE Tobacco Surcharge	Bi-Weekly	\$50.38	\$0.00	\$50.38

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 1				
Retiree				
-City Share	Monthly	\$714.53	\$23.64	\$738.17
-Retiree Share	Monthly	\$517.42	\$22.71	\$540.13
Total	Annual	\$14,783.29	\$556.14	\$15,339.43
Spouse				
-City Share	Monthly	\$125.15	\$0.00	\$125.15
-Retiree Share	Monthly	\$356.19	\$26.26	\$382.45
Total	Annual	\$5,776.08	\$315.12	\$6,091.20
Children				
-City Share	Monthly	\$129.09	\$0.00	\$129.09
-Retiree Share	Monthly	\$301.20	\$23.27	\$324.47
Total	Annual	\$5,163.48	\$279.24	\$5,442.72
Family				
-City Share	Monthly	\$240.15	\$0.00	\$240.15
-Retiree Share	Monthly	\$487.57	\$51.55	\$539.12
Total	Annual	\$8,732.68	\$618.54	\$9,351.22

High Deductible Plan - Retirees - Medicare Eligible - Tier 1

Retiree				
-City Share	Monthly	\$435.86	\$23.64	\$459.50
-Retiree Share	Monthly	\$315.62	\$22.71	\$338.33
Total	Annual	\$9,017.81	\$556.14	\$9,573.95
Spouse				
-City Share	Monthly	\$76.34	\$0.00	\$76.34
-Retiree Share	Monthly	\$217.28	\$26.26	\$243.54
Total	Annual	\$3,523.41	\$315.12	\$3,838.53

Tier 1 retirees are employees who retired or entered the DROP prior to October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 2				
Retiree				
-City Share	Monthly	\$615.97	\$0.00	\$615.97
-Retiree Share	Monthly	\$615.97	\$46.35	\$662.32
Total	Annual	\$14,783.29	\$556.14	\$15,339.43
Spouse				
-City Share	Monthly	\$120.34	\$0.00	\$120.34
-Retiree Share	Monthly	\$361.01	\$26.26	\$387.27
Total	Annual	\$5,776.08	\$315.12	\$6,091.20
Children				
-City Share	Monthly	\$107.57	\$0.00	\$107.57
-Retiree Share	Monthly	\$322.72	\$23.27	\$345.99
Total	Annual	\$5,163.48	\$279.24	\$5,442.72
Family				
-City Share	Monthly	\$181.93	\$0.00	\$181.93
-Retiree Share	Monthly	\$545.79	\$51.55	\$597.34
Total	Annual	\$8,732.68	\$618.54	\$9,351.22

High Deductible Plan - Retirees - Medicare Eligible - Tier 2

Retiree				
-City Share	Monthly	\$375.74	\$0.00	\$375.74
-Retiree Share	Monthly	\$375.74	\$46.35	\$422.09
Total	Annual	\$9,017.81	\$556.14	\$9,573.95
Spouse				
-City Share	Monthly	\$73.40	\$0.00	\$73.40
-Retiree Share	Monthly	\$220.21	\$26.26	\$246.47
Total	Annual	\$3,523.41	\$315.12	\$3,838.53

Tier 2 retirees are employees who had 20 or more years of service as of October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 3				
Retiree				
-City Share	Monthly	\$369.58	\$0.00	\$369.58
-Retiree Share	Monthly	\$862.36	\$46.35	\$908.71
Total	Annual	\$14,783.29	\$556.14	\$15,339.43
Spouse				
-City Share	Monthly	\$72.20	\$0.00	\$72.20
-Retiree Share	Monthly	\$409.14	\$26.26	\$435.40
Total	Annual	\$5,776.08	\$315.12	\$6,091.20
Children				
-City Share	Monthly	\$64.54	\$0.00	\$64.54
-Retiree Share	Monthly	\$365.75	\$23.27	\$389.02
Total	Annual	\$5,163.48	\$279.24	\$5,442.72
Family				
-City Share	Monthly	\$109.16	\$0.00	\$109.16
-Retiree Share	Monthly	\$618.57	\$51.55	\$670.12
Total	Annual	\$8,732.68	\$618.54	\$9,351.22

High Deductible Plan - Retirees - Medicare Eligible - Tier 3

Retiree				
-City Share	Monthly	\$225.45	\$0.00	\$225.45
-Retiree Share	Monthly	\$526.04	\$46.35	\$572.39
Total	Annual	\$9,017.81	\$556.14	\$9,573.95
Spouse				
-City Share	Monthly	\$44.04	\$0.00	\$44.04
-Retiree Share	Monthly	\$249.57	\$26.26	\$275.83
Total	Annual	\$3,523.41	\$315.12	\$3,838.53

Tier 3 retirees are employees who had at least 10 years, but less than 20 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 4				
Retiree				
-City Share	Monthly	\$123.19	\$0.00	\$123.19
-Retiree Share	Monthly	\$1,108.75	\$46.35	\$1,155.10
Total	Annual	\$14,783.29	\$556.14	\$15,339.43
Spouse				
-City Share	Monthly	\$24.07	\$0.00	\$24.07
-Retiree Share	Monthly	\$457.27	\$26.26	\$483.53
Total	Annual	\$5,776.08	\$315.12	\$6,091.20
Children				
-City Share	Monthly	\$21.51	\$0.00	\$21.51
-Retiree Share	Monthly	\$408.78	\$23.27	\$432.05
Total	Annual	\$5,163.48	\$279.24	\$5,442.72
Family				
-City Share	Monthly	\$36.39	\$0.00	\$36.39
-Retiree Share	Monthly	\$691.34	\$51.55	\$742.89
Total	Annual	\$8,732.68	\$618.54	\$9,351.22

High Deductible Plan - Retirees - Medicare Eligible - Tier 4

Retiree				
-City Share	Monthly	\$75.15	\$0.00	\$75.15
-Retiree Share	Monthly	\$676.34	\$46.35	\$722.69
Total	Annual	\$9,017.81	\$556.14	\$9,573.95
Spouse				
-City Share	Monthly	\$14.68	\$0.00	\$14.68
-Retiree Share	Monthly	\$278.94	\$26.26	\$305.20
Total	Annual	\$3,523.41	\$315.12	\$3,838.53

Tier 4 retirees are employees who had less than 10 years of service as of October 1, 2013.

	<u>Period</u>	<u>Health Rates</u>	<u>Dental Rates</u>	<u>Total Rates</u>
High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 5				
Retiree				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$1,231.94	\$46.35	\$1,278.29
Total	Annual	\$14,783.29	\$556.14	\$15,339.43
Spouse				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$481.34	\$26.26	\$507.60
Total	Annual	\$5,776.08	\$315.12	\$6,091.20
Children				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$430.29	\$23.27	\$453.56
Total	Annual	\$5,163.48	\$279.24	\$5,442.72
Family				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$727.72	\$51.55	\$779.27
Total	Annual	\$8,732.68	\$618.54	\$9,351.22

High Deductible Plan - Retirees - Medicare Eligible - Tier 5

Retiree				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$751.48	\$46.35	\$797.83
Total	Annual	\$9,017.81	\$556.14	\$9,573.95
Spouse				
-City Share	Monthly	\$0.00	\$0.00	\$0.00
-Retiree Share	Monthly	\$293.62	\$26.26	\$319.88
Total	Annual	\$3,523.41	\$315.12	\$3,838.53

Tier 5 retirees are employees who were hired after February 26, 2013.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, September 26, 2023	
Agenda Item Name	
Piggyback Purchase and Budget Amendment <i>Fire Station #1 Generator</i>	
Requested Action	
Requesting approval to purchase from the Florida Sheriffs Association contract number FSA20-EQU18.0 with Genserve, LLC to furnish and install a generator for Fire Station #1 for the amount of \$260,880.	
Staff Report	
The Procurement Services Department and the Fire Department recommend approval of the above action. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number 23-048 to notify local vendors of the City's intent to utilize another governmental entity contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase of a generator for Fire Station #1 from the Florida Sheriffs Association contract. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The generator for Fire Station 1 has been identified as a priority project as the current generator is undersized for the facility, in poor condition, and beyond useful life. In the 2022 Fiscal Year, the Fire Department applied for assistance to replace the generator through the Hazard Mitigation Grant Program (HMGP) and was awarded a grant in the amount of \$215,000 (with a City share of \$21,500) in the beginning of the 2023 Fiscal Year. Due to cost increases in the industry, the 2023 FY contract price for the project increased to \$260,880 and the fire department applied for an adjustment to the project total with HMGP to account for the current project cost. The requested adjustment has been in technical review for the past six months and the vendor has notified the City there will be a significant cost increase to the contract price on October 1st. Staff is recommending the City move forward with the project prior to October to avoid additional cost increases and having to restart the process with HMGP to request additional funding. 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 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	
The generator purchase and installation will require a budget amendment in the amount of \$260,880, however, there will be an offset of \$193,500 in revenues from the HMGP grant as it is currently awarded. Total net cost to the city will be \$67,380. Department Account Code: 10522-66401 (Capital Outlay - Equipment)	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Genserve, LLC Generator Quote	LJ Power Generator Quote.pdf	
2.	Grant Agreement 4486-0430R	Grant Agreement 4486-0430R.pdf	
3.	Grant Award Notice Oct. 28 2022	Grant Award Notice Oct. 28 2022.pdf	
4.	RFI 23-048	RFI 23-048.pdf	

Quote Number		Quote Name		Quote Date	Expiration Date	Currency	
230210-039-DM		City of Clermont		06/23/23	08/23/23	USD	
Salesperson	Manufacturing Plant				Quote Entered by	Contact No.	
Dustin Mook	AKSA/ EATON- CUTLER HAMMER				Dustin Mook	321-544-5575	
Project:					Ship To (FOB Factory):		
FIRE STATION #01 Generator – FSA20-EQU18.0 HEAVY EQUIPMENT Bid Item #107					Freight Included in Quote		
<u>Line No.</u>	<u>Qty</u>	<u>Part</u>	<u>Description</u>			<u>Unit Price</u>	<u>Extended Total</u>
000010	1	ULJ125 – Base Bid	125KW, 480V, 3P, Diesel Generator - Level 1 Steel Enclosure - 24 Hour, 275 Gallon, UL142, Subbase, Fuel Tank - Fuel Level Sensor - 10A Charger w/o Gauges - 200A, 80% Rated, ThermoMag, MLCB - Freight to Site - Start Up & Commissioning			\$34,100.00	\$34,100.00
000020	1	ULJ180	180KW, 208V, 3P, Diesel Generator - Level 1 Steel Enclosure - 800A, 80% Rated, LS/I, MLCB - Freight to Site - Start Up & Commissioning			\$13,000.00	\$13,000.00
000030	1	Tank-3	CREDIT: Delete Tank 125- 350W			-\$3,200.00	-\$3,200.00
000040	1	Battery Charger	CREDIT: Delete Battery Charger			-\$300.00	-\$300.00
000050	1	Enclosure-2	CREDIT: Delete Enclosure 20- 180KW			-\$1,800.00	-\$1,800.00
000060	1	Digital Fuel	Digital Fuel Gauge Wired to Controller			\$350.00	\$350.00
000070	1	10 Amp w/ Meters	10 Ampere Battery Charger w/ Meters			\$1,000.00	\$1,000.00
000080	1	NFPA110	NFPA110 Level 1 Package – Includes Low Coolant Level Sensor, 16 Light Remote Annunciator, and Break Glass EPO Switch			\$1,800.00	\$1,800.00
000090	1	FDEP	FDEP Options to Fuel Tank			\$2,000.00	\$2,000.00
000100	1	208/240	Change Voltage			\$3,200.00	\$3,200.00
000110	1	Load Bank Test	2 Hour Load Bank Test			\$1,500.00	\$1,500.00
000120	1	72 Hour Fuel Tank	72 Hour, 1000 Gallon, UL142, Subbase Fuel Tank DISCOUNTED 30% OFF LIST PRICE			\$21,110.00	\$14,775.00
000130	1	Aluminum Enclosure	180 MPH Wind Rated, 75 dBA Sound Attenuated, Aluminum Enclosure DISCOUNTED 30% OFF LIST PRICE			\$17,350.00	\$12,145.00

000140	1	ATV400 ATS	400A, 208V, 3P, NEMA3R, Service Entrance Rated, Automatic Transfer Switch (ATS) DISCOUNTED 30% OFF LIST PRICE	\$14,535.00	\$10,175.00
000150	1	ATV600 ATS	600A, 208V, 3P, NEMA3R, Service Entrance Rated, Automatic Transfer Switch (ATS) DISCOUNTED 30% OFF LIST PRICE	\$18,360.00	\$12,850.00
000160	1	Installation	Installation of 180KW Replacement generator - Design and Permit Included - Site Work for New Generator Pad - Crane and Riggins Services* - Relocate Utility Meters - Inspect Existing Utility Conductors - Provide Install Feeders - Pour New Generator Concrete Pad - Install New ATS Rack - Electrical Rework - Remove Existing Generator* - Install New Remote Annunciator DISCOUNTED 30% OFF LIST PRICE	\$227,550.00	\$159,285.00
000170	1	TOTAL	DOES NOT INCLUDE TAX IF APPLICABLE	\$350,555.00	\$260.880.00

EXCLUSIONS & CLARIFICATIONS:

- Fuel and onsite fuel tank testing performed by others.
- Tree removal and final landscaping is the responsibility of the City of Clermont.
- *Existing generator will remain in place or be lifted onto City of Clermont supplied trailer at time of installation of new generator.
- NETA, Ground Fault, Dielectric, Ring Wave, Infrared Testing, and Coordination Studies performed by others.

<u>Model</u>	<u>Engine Manufacturer</u>	<u>Frequency / Speed (RPM)</u>	<u>Ambient (Min/Max)</u>
APD-ULJ180	John Deere	60 Hz / 1800	-18 °C / 40 °C
<u>Duty / Alt Temp Rise</u>	<u>Engine Model</u>	<u>Engine Control Voltage (DC)</u>	<u>Elevation</u>
Standby / 125 °C	6068HFG82	12	1000 Ft
<u>Genset Agency Approval</u>	<u>Engine HP</u>	<u>Fuel Type</u>	<u>Enclosure / Mount Method</u>
UL2200	284	Diesel	Aluminum Enclosed
<u>Output Rating (kw/kva)</u>	<u>Full Load Amps – (208)</u>	<u>Voltage (L-L/L-N) - Connection</u>	<u>Phase / Power Factor</u>
180 KW / 225 kVA	625	208/ 120	Three/ 0.8

ALTERNATOR

Alternator Insulation: Class H
Exciter Field Circuit Breaker: No
Alternator Excitation: PMG – MX341

ENGINE

Engine Governor Type: Electronic
Coolant Radiator: Unit mounted
Coolant Heater: 1500W 120V 1P
Battery: 1 x 80 Ah

CONTROL

Genset Controller: DSE7320 Digital Controller
Controller Low Coolant Level: Yes

ENCLOSURE

Enclosure Option: Aluminum – 180 MPH Rated – Sound Attenuated – 75 dBA
Integrated Vibro Mounts: Elastomer

EXHAUST

Exhaust Mounting Method: Internally mounted – Critical Grade

POWER CONNECTION

Circuit Breaker: #1/ #2
1 Circuit Breaker Amp: 400A/ 600A
1 Circuit Breaker Volt Frame: 208V
1 Circuit Breaker Pole: 3 Pole
1 Circuit Breaker Mount Loc.: Unit mounted

Product Manuals

Copies of Operating Manual: 1

WARRANTY

Parts Warranty: 2 Year / 2000 Hours
Labor Warranty: 2 Year / 2000 Hours

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Clermont
PROJECT #:	4486-043-R
PROJECT TITLE:	City of Clermont, Fire Station 101 / Fire Administration, Generator
CONTRACT #:	H0917
MODIFICATION #:	NA

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Beth Carter Administrative Assistant 439 West Highway 50 Clermont, Florida 34711

Enclosed is your copy of the proposed contract/modification between **City of Clermont** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
☐	This form is required to be included with all Reviews, Approvals, and Submittal
☐	Signed electronic copy
☐	Reviewed and Approved
☐	Signed and Dated by Official Representative
☐	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
☐	☐ N/A for Modifications or State Funded Agreements Attachment K – Certification Regarding Lobbying - completed, signed, and dated
☐	☐ N/A for Modifications or State Funded Agreements Electronic Submittal to the Grant Specialist Evan Jenkins on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 426-4275 or email me at Maria.Kimball@em.myflorida.com.

Agreement Number: H0917
Project Number: 4486-043-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	<u>City of Clermont</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>J1HAN6V7GQT7/ 59-6000290</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4486-FL</u>
Federal Award Date:	<u>October 25, 2022</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through August 31, 2025</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$193,500.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$193,500.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$193,500.00</u>
Federal award project description (see FFATA):	<u>Generator</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Maria.Kimball@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Clermont, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Maria Kimball
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: (850) 426-4275
Email: Maria.Kimball@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Beth Carter
Administrative Assistant
439 West Highway 50
Clermont, Florida 34711
Telephone: (352) 241-2214
Email: bcarter@clermontfl.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on August 31, 2025, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$193,500.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

- h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

- a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

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

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

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

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.
- i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.
- j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").
- k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:
 - a) Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
 - b) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.
- l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

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

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

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

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

(30) SUSPENSION AND DEBARMENT

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

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF CLERMONT

By: B. M. Bunt
Name and Title: Brian M. Bunt's City Manager
Date: 2-17-22
FEID#: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Name and Title: Kevin Guthrie, Director
Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 193,500.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the Fire Station 101/Fire Administration building in Clermont, Lake County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-043-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Clermont, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient proposes to provide backup power to Fire Station 101/Fire Administration, located at 439 West Highway 50, Clermont, Florida 34711. Coordinates: (28.550849, -81.762383).

The HMGP project shall provide protection by purchasing and installing a 275-kW permanent diesel generator, or the adequate size determined by the vendor and an electrical engineer during the bid process to appropriately support the critical utility. The generator shall be installed on the existing concrete pad, including an automatic transfer switch (ATS) and electrical connections. Currently, there is an old nonfunctional generator and a new generator is needed to allow normal operations of critical emergency services during an extended period of interrupted utility service. The project shall allow the city to maintain the Fire Station 101/Fire Administration operational during future power outages.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Signed and Sealed copy of the As-built plans, as applicable.
- e) Certified Letter of Completion, as applicable:
 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

- g) Verification letter or documentation showing how any unusable equipment, debris, and materials were handled, managed, and disposed of, to include the location of disposal.
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to Fire Station 101/Fire Administration, Clermont, Florida 34711, by purchasing and installing a 275-kW permanent diesel generator, or the adequate size determined by the vendor and an electrical engineer during the bid process to appropriately support the critical utility. The generator shall be installed on the existing concrete pad, including an automatic transfer switch (ATS) and electrical connections.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special Condition required on implementation of project:
 - a) **Executive Order 11988-Floodplains:** Generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Sub-Recipient must submit

documentation to the Division documenting which protection option was selected. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required:** No

- b) **RCRA CONDITION:** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, the Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) **Monitoring Required:** No

This is FEMA project number **4486-043-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on October 25, 2022; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **August 31, 2025**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	4	Months
Construction / Installation:	12	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	34	Months

BUDGET**Line Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$85,000.00	\$76,500.00	\$8,500.00
Labor:	\$130,000.00	\$117,000.00	\$13,000.00
Fees:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$215,000.00	\$193,500.00	\$21,500.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$215,000.00	\$193,500.00	\$21,500.00

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

Funding Summary Totals

Federal Share:	\$193,500.00	(90.00%)
Non-Federal Share:	\$21,500.00	(10.00%)
Total Project Cost:	\$215,000.00	(100.00%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with 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;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 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;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

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;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Clermont

REMIT ADDRESS: 439 West Highway 50

CITY: Clermont STATE: FL ZIP CODE: 34711

PROJECT TYPE: Generator PROJECT #: 4486-043-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0917

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 90%	Obligated Local Non-Federal 10%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Clermont PAYMENT #: _____
PROJECT TYPE: Generator PROJECT #: 4486-043-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0917

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Clermont

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Clermont PROJECT #: 4486-043-R
PROJECT TYPE: Generator CONTRACT #: H0917
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐

Amount: \$ _____

Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____

Contract Expiration Date: _____

Date Deliverables Submitted: _____

Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
Estimated Project Completion Date: _____	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____

Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____ Signature	City of Clermont Sub-Recipient's Name
_____ Name and Title	H0917 DEM Contract Number
_____ Street Address	4486-043-R FEMA Project Number
_____ City, State, Zip	
_____ Date	

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4486-043-R
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$ 193,500.00
OBLIGATION/ACTION DATE: October 25, 2022
SUBAWARD DATE (if applicable): _____

UEID/SAM#: J1HAN6V7GQT7

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>. The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient proposes to provide backup power to Fire Station 101/Fire Administration, located at 439 West Highway 50, Clermont, Florida 34711. Coordinates: (28.550849, -81.762383).

The HMGP project shall provide protection by purchasing and installing a 275-kW permanent diesel generator, or the adequate size determined by the vendor and an electrical engineer during the bid process to appropriately support the critical utility. The generator shall be installed on the existing concrete pad, including an automatic transfer switch (ATS) and electrical connections. Currently, there is an old nonfunctional generator and a new generator is needed to allow normal operations of critical emergency services during an extended period of interrupted utility service. The project shall allow the city to maintain the Fire Station 101/Fire Administration operational during future power outages.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: B. M. Balthuis

NAME AND TITLE: Brian M. Balthuis City Manager

DATE: 2-17-23

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is available at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- i) 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.
- j) 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.
- k) 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.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

B. M. B.
Signature of Sub-Recipient/subcontractor's Authorized Official

Brian M. Bultuis City Manager
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2-17-23
Date

Subject: 4486-043-R FEMA Award Notification-Update
Date: 2022-10-28 15:37:16
From: Maria Kimball
To/Cc: Kathy Johnston; Beth Carter; "Gerth; Nicholas" +

Help

[View Message](#)

[View Source](#)

Good Afternoon,

REF: 4486-043-R (099), City of Clermont, Fire Station 101 / Fire Administration, Generator

Thank you for your email/update regarding the above referenced Project.

Your above referenced Project has been awarded, and we are in the process of developing and preparing a contract for you to review and approve, which will be emailed to you. Please no

In response to your inquiry regarding submitting an increase to the Budget. An official budget increase request may be submitted once the Project has been put out to bid. (Guidance shall available. If you are not requesting the additional Federal funds, you are covering the costs a Benefit Cost Analysis is still required to make sure the Project is still cost effective with t

HMA Guidance

All costs included in the project will be reviewed to ensure that they are necessary, reasonable, and allocable consistent with the provisions of 2 CFR Part 200.

C. Cost Sharing

Under the HMA programs, the total cost to implement approved mitigation activities is generally funded by a combination of Federal and non-Federal sources. Both the Federal and the nc Contributions of cash, third-party in-kind services, materials, or any combination thereof, may be accepted as part of the non-Federal cost share.

FEMA administers cost share requirements consistent with 2 CFR Sections 200.29, 200.306, and 200.434.

Please let me know if you have any questions.

Thank you,

Maria Kimball

Project Manager| Bureau of Mitigation

Florida Division of Emergency Management

Phone: (850) 792-5269

Maria.Kimball@em.myflorida.com

"Under Florida law, correspondence with the Florida Division of Emergency Management concerning agency business that is neither confidential nor exempt pursuant to Florida Statutes, is

From: Gerth, Nicholas <nicholas.gerth@lakecountyfl.gov>

Sent: Friday, October 28, 2022 2:44 PM

To: Kathy Johnston <kjohnston@clermontfl.org>; Maria Kimball <Maria.Kimball@em.myflorida.com>

Cc: David Ezell <dezell@clermontfl.org>; Gindling, Nathan <nathan.gindling@lakecountyfl.gov>; Milanese, Megan <megan.milanese@lakecountyfl.gov>; Swanson, Mike <swansonm@eufd.gov>

Subject: RE: [BULK] 4486-043-R FEMA Award Notification

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. ^A



REQUEST FOR INFORMATION

RFI 23-048

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE GENERATOR

City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RELEASE DATE: February 10, 2023

DEADLINE FOR QUESTIONS: February 20, 2023

RESPONSE DEADLINE: February 20, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/clermontfl>

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Florida Sheriffs Association Contract to
Purchase Generator

- I. Introduction
- II. Response Procedures.....

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

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

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Generator

1.2. Contact Information

David Ezell

Fire Chief

439 W Hwy 50

Clermont, FL 34711

Email: dezell@clermontfl.org

Phone: [\(352\) 394-7662](tel:(352)394-7662)

Department:

Fire

1.3. Timeline

Solicitation Release Date	February 10, 2023
Question Deadline	February 20, 2023, 12:00pm
Response Deadline	February 20, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Standard RFI

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

- A. Company Name: LJ Power Generators
- B. Contract Number and Title: FSA20-EQU18.0: Heavy Equipment
- C. Length of Contract: Through September 30, 2023
- D. Product or Service Provided: Diesel Generator Item#107
- E. Estimated Annual Expenditure: \$260,880.00

If you're a local vendor, please contact the Procurement Services Director by email prior to Monday, February 20, 2023 to advise whether your company can provide any of the products or services mentioned above.

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 26, 2023		
Agenda Item Name		
Fire Equipment Lease Agreement <i>Stryker First Aid Equipment</i>		
Requested Action		
Requesting approval of a ten-year lease agreement with Stryker Sales, LLC. to acquire nine (9) LIFEPAK-15 cardiac monitor/defibrillators, eight (8) LUCAS-3 Chest-compression systems, nine (9) LIFEPAK-CR2 Automated External Defibrillators, and one (1) Power-PRO-2 powered ambulance stretcher. Contract includes annual service, maintenance through LIFENET Asset and LIFENET Care, data support through CODE-STAT and PRO-Care services and a one-time technology upgrade during the contract period.		
Staff Report		
It is recommended that the City Council approve and execute a ten-year lease agreement with Stryker Sales, LLC. to acquire to acquire nine (9) LIFEPAK-15 cardiac monitor/defibrillators, eight (8) LUCAS-3 Chest-compression systems, nine (9) LIFEPAK-CR2 Automated External Defibrillators, and one (1) Power-PRO-2 powered ambulance stretcher. Contract includes annual service, maintenance through LIFENET Asset and LIFENET Care, data support through CODE-STAT and PRO-Care services and a one-time technology upgrade during the contact period. The city currently has five (5) Lifepack-15 monitors that have exceeded their end of serviceable life and are unable to be repaired and two (2) units nearing end of serviceable life within the next year. Additionally, the contract is expandable to accommodate future growth at a pro-rated rate to avoid a capital spike on the purchase of equipment for a new apparatus/fire station. The estimated cash purchase price of the capital equipment with anticipated price increases and technology upgrade over the duration of the contract period would be \$2,725,800. The ten-year cost of the agreement is \$2,082,135, resulting in an estimated net savings of \$644,665 to the City of Clermont for the duration of the contract. The contract value is \$208,213.50 per year or \$2,082,135 for the full term of the contract. The contract start date is September 27, 2023 and expires September 30, 2033.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$208,213.50 is included in the FY 2024 budget. Payment will be due upon receipt of equipment. Lead times are estimated at 35-40 weeks. Department Account Code: 10522-53401.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. CityofClermontFlorida-SCH001 08.31.23 SD	CityofClermontFlorida-SCH001 08.31.23 SD.pdf	
2. Email	Email.pdf	

Date: August 31, 2023

RE: Reference no:11310196350

City of Clermont Florida
439 W HIGHWAY 50
Clermont, Florida 34711-3031

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

- Master Agreement
- Rental Schedule to Master Agreement
- Exhibit A - Detail of Equipment
- Insurance Authorization and Verification
- State and Local Government Rider
- Opinion of Counsel
- Addendum

**Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider , Opinion of Counsel, Valid Tax Exemption Certificate

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____		
Upfront Payment Check No:	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

The proposal evidenced by these documents is valid through the last business day of August, 2023

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romance Road Parkway Portage, MI 49002	Customer: City of Clermont Florida 439 W HIGHWAY 50 Clermont, Florida 34711-3031
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1. Master agreement. The undersigned Customer ("**Customer**") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "**Owner**") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "**Equipment**") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "**Equipment Schedule**") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "**Supplier**"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "**Schedule**") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.

2. Risk of loss. Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.

3. Payments/fees. All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "**Payments**". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by Owner from such sources as Owner shall determine to be comparable to Bloomberg [or any successor]), and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's website as quoted by Bloomberg.

4. Equipment. Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.

5. Obligations absolute. Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.

6. Use/assignment/disclaimers. All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. **CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT** without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "**Assignee**") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales, LLC." Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the "**Original Owner**"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. **AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.**

7. Insurance/indemnification. Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

8. UCC filings. CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("UCC"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

9. Taxes.

(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return.

Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

10. Facsimile copies. Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

11. Notices. All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

12. Default; remedies. Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the "Default Interest Rate"). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

13. Miscellaneous. All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT.** The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer. Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement and each Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart and/or in Owner's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement and each Schedule can be perfected by possession of any counterpart other than the counterpart bearing Owner's original signature. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.11310196350

(Equipment Rental Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: City of Clermont Florida 439 W HIGHWAY 50 Clermont Florida 34711-3031
Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002	
Equipment description: see part I on attached Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")	
Equipment Location: 439 W HIGHWAY 50, Clermont, Florida 34711-3031	
Schedule of periodic rent payments: 10 Annual payments of \$208,213.50 (Plus Applicable Sales/Use Tax)	
Term in months: 109	Minimum monthly uses: <u>n/a</u>
Fee per use: <u>n/a</u>	
TERMS AND CONDITIONS	
1. Rental agreement/term/acceptance/payments. The undersigned Customer ("Customer") unconditionally and irrevocably agrees to rent from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for rent under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. No acceptance of any item of Equipment may be revoked by Customer. The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.	
2. Return of equipment. Customers will give Owner at least 90 days but not more than 180 days written notice (the "Return Notice") (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to return the Equipment, whereupon Customers shall: return all of the Equipment in good working condition at Customer's cost how, when and where Owner directs. If Customer fails to give Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.	
3. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components.	

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

Exhibit A to Rental Schedule001 to Master Agreement No.11310196350

Description of equipment

Customer name: City of Clermont Florida

Delivery Location: 439 W HIGHWAY 50, Clermont,Florida , 34711-3031

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
99577-001957	LP15,ENSPO2CO3L/12LEXNIBP	9
41577-000288	LP15 SHIP KIT	9
11171-000046	M-LNCS DCI,ADULT REUSABLE SEN	9
11171-000049	RAINBOW DCI ADT REUSABLESENSOR	9
11577-000002	KIT - CARRY BAG,MAIN BAG	9
11220-000028	TOP POUCH	9
11260-000039	KIT - CARRY BAG,REAR POUCH3	9
11171-000082	RC-4,EMSRainbowPATIENT	9
11141-000115	BASE- REDI-CHARGE BATTERY CHAR	9
11577-000004	LI-ION CHARGER,STATIONSTD P	9
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	36
99576-000063	LUCAS 3,3.1IN SHIPPING BOX	8
11576-000060	LUCAS BATTERY CHARGER,MAINS PL	8
11576-000071	LUCAS POWER SUPPLY WITHCORD,RE	8
11576-000080	BATTERY,LUCASDARK GRAYY	8
99512-001263	LPCR2,WIFIBEN-USDEA1ROS	9
650705550001	6507 POWER PRO 2,HIGH CONFIG	1
650700450301	ASSEMBLY,BATTERY CHARGER	1
650700450102	ASSEMBLY,POWER CORDNORTH AM	1
650707000002	KIT,ALVARIUM BATTERYSERVICE	1

Total equipment: \$1,626,713.50

Service coverage:

Model number	Service coverage description	Quantity	Years
81000002	DATA: Lifenet Care EMS Tier 2 (5K-25K) Runs	1	0.00
78000008	LP15 On Site Prevent w batt	9	10.00
78000020	LUC On Site Prevent w batt	8	10.00
78000044	LPCR2 On Site PM w batt	9	10.00
77500010	POWER-PRO 2 PREVENT SERVICE	1	10.00

Total service coverage: \$430,386.50

Freight: \$25,035.00

Total Amount: \$2,082,135.00

Signature page to follow

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Insurance Authorization and Verification

Date: August 31, 2023

Schedule 001 To Master Agreement Number 11310196350

To: City of Clermont Florida ("Customer")
439 W HIGHWAY 50
Clermont, Florida 34711-3031

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$1,626,713.50** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:		Customer signature	
Agent name:		Signature:	Date:
Address:		Print name:	
Phone/fax:		Title:	
Email address:			

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Stephen Doorlag at 269-251-2028.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature

Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$1,626,713.50

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 001 To Master Agreement Number 11310196350

See Exhibit A to Schedule 001 To Master Agreement Number 11310196350

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE001 TO MASTER AGREEMENT No. 11310196350** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and City of Clermont Florida ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a municipal corporation of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all reasonably necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each proposed budget submitted and subject to approval as provided by Florida law to obtain applicable appropriations.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

Opinion of Counsel Letter

August 31, 2023

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 TO MASTER AGREEMENT NO. 11310196350 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and City of Clermont Florida (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Florida and is authorized by the Constitution and laws of the State of Florida to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

ADDENDUM TO MASTER AGREEMENT NO. 11310196350 AND EQUIPMENT SCHEDULE NO. 001 THERETO (EQUIPMENT RENTAL SCHEDULE) BETWEEN CITY OF CLERMONT FLORIDA AND FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC

This Addendum is hereby made a part of the agreement (the "Agreement") described above, and the schedule described above (the "Schedule"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement or Schedule, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. The fourth sentence of Section 3 of the Agreement is hereby amended in its entirety to read as follows:

If Customer fails to pay any amount due under a Schedule within *thirty (30)* days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment.

2. The following provisions are hereby inserted directly prior to the last sentence of Section 7 of the Agreement:

The foregoing hold harmless and indemnifications obligation shall only be applicable to such claims, damages, losses and expenses not resulting from the negligence or intentional acts of Owner, its assignees or agents. Further nothing herein shall act as or be construed as a waiver of any sovereign immunity that Customer may enjoy as a matter of law.

3. The second sentence of Section 13 of the Agreement is hereby amended in its entirety to read as follows:

EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF *FLORIDA*, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

From: [Rick Casler](#)
To: [Nicole Wisniewski](#)
Subject: FW: [EXT]FW: Re : ALS 360 revised agreement
Date: Thursday, September 14, 2023 8:48:45 AM
Attachments: [image004.png](#)
[image005.png](#)
[image008.png](#)

From: Mantzaris, Daniel F. <dmantzaris@dsklawgroup.com>
Sent: Tuesday, September 12, 2023 10:41 AM
To: David Ezell <dezell@clermontfl.org>; Freddy Suarez <fsuarez@clermontfl.org>
Cc: Rick Casler <rcasler@clermontfl.org>
Subject: RE: [EXT]FW: Re : ALS 360 revised agreement

The amendment is ok, they have addressed our major concerns. Thanks

From: David Ezell <dezell@clermontfl.org>
Sent: Thursday, August 31, 2023 11:15 AM
To: Mantzaris, Daniel F. <dmantzaris@dsklawgroup.com>; Freddy Suarez <fsuarez@clermontfl.org>
Cc: Rick Casler <rcasler@clermontfl.org>
Subject: [EXT]FW: Re : ALS 360 revised agreement

Dan and Freddy,

Amended contract attached for final review.

The Local Government Rider has been updated to reflect we are a municipal corporations. All other changes are in the addendum, not the body of the contract. The item they could not waive was the late fee, however, they increased the time period from 10 days to 30 days.

If you are both good with the agreement, we will add it to the agenda item and finalize the language for Council consideration.

Thank you,
David



David Ezell, MPA, CFO
Fire Chief
Clermont Fire Department
439 West Highway 50, Clermont, Florida 34711
Tel 352-394-7662 | Cell 407-793-2060
dezell@clermontfl.org
www.ClermontFL.gov



Our mission: Clermont Fire Department exists to protect life and property by providing a highly trained all-hazards response to our community through our

commitment to compassionate and professional service.

From: Piper, Ted <Ted.Piper@stryker.com>
Sent: Thursday, August 31, 2023 10:43 AM
To: Sean Sacco <ssacco@clermontfl.org>
Cc: David Ezell <dezell@clermontfl.org>; Piper, Ted <Ted.Piper@stryker.com>
Subject: Re : ALS 360 revised agreement

Captain,

Please see the revised and attached agreement. An addendum was inserted at the very end and summarizes changes made as requested by City of Clermont. Everything was agreed to by Stryker, but the late payment clause. This clause cannot be removed, but Stryker did agree to extend the grace period from (10) days to (30) days.

Please let us know if you have any questions.

Best!

Ted Piper
stryker
Central Florida Account Manager
Emergency Care

C: 813 545-3532
E: ted.piper@stryker.com

Solution Center: solutioncenter@stryker.com, 1-844-999-2787 (Option 1 for LIFENET, Option 2 for CODE-STAT, Option 3 for LIFELINK Central, Option 4 Internal)



Follow this link to read our [Privacy Statement](#)

Website: <https://www.clermontfl.gov/>

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, September 26, 2023		
Agenda Item Name		
Road Closure Request <i>Sommer Sports</i>		
Requested Action		
Consider the request from Sommer Sports to approve road closures for 2 events, Nightmare on the Clermont Trail 5k and Santa's Twilight 5k		
Staff Report		
Sommer Sports Race Series is one of three community events that has been designated by the City Council as a Community Partner Event. Sommer Sports is requesting approval of 2 new road closures for the last 2 races of their already approved 2023 season, for the safety of the growing number of attendees for these 2 races. Sommer Sports has delivered letters to the residents and businesses that will be affected by the road closures and will comply with the City of Clermont Police department to have the requested road closures covered by police personnel. Road Closure request for: Nightmare on the Clermont Trail, event date October 28, 2023 (out of Victory Pointe) • 6:30pm- 7:10 pm Northbound traffic lane of 12th from Minneola to CR 561 Road Closure request for Santa's Twightlight, Event date December 16, 2023 (out of Downtown) • 9:00 am – 10:30 pm Montrose Street from 7th St to just east of Clermont City Hall • 5:00pm – 7:30 pm Montrose Street from West Ave to 7th Street • 6:00pm - 6:10pm West Avenue between Montrose and W Minneola • 6:00pm- 6:45pm Northbound traffic lane of 12th from Minneola to CR 561		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Special Events Application -Nightmare 2023 - signed	Special Events Application -Nightmare 2023 - signed.pdf	
2. ssNightmaremap	ssNightmaremap.png	
3. 2023 Notice to Residents and Businesses	2023 Notice to Residents and Businesses.docx	
4. Special Events Application -Santas Twilight 5K - signed	Special Events Application -Santas Twilight 5K - signed.pdf	
5. 2023 Santa Clermont Road Notice to Residents and Businesses	2023 Santa Clermont Road Notice to Residents and Businesses.docx	

6. SSSantamap

SSSantamap.png



SPECIAL EVENT PERMIT APPLICATION

APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a maximum of 12-months in advance and a minimum of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees 30-days prior to the event.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.
- Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.
- Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.
- Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.
- Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.
- Applicant may be required to submit a list of participating vendors.

South Lake Trail

It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.

FOOD SERVICE REQUIREMENTS

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.
- No glass containers are allowed.
- Health and Safety: Vendors selling any food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>.
- Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.
- Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- Valid liquor license
- Valid liquor liability insurance
- Customer identification method for alcohol distribution
- City of Clermont alcohol application
- For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.
- Alcohol must be stopped from serving half hour before the event end time.

SECURITY REQUIREMENTS

- For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.
- Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.
- The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans must be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION “FLDEP”

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection (“FLDEP”). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED/COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator.

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☒ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☒ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☒ 9. Site Plan
- ☐ 10. FLDEP Approval (if applicable)
- ☐ 11. Lake County Application (if applicable)

The Following Items Must be Noted on Your Site Plan

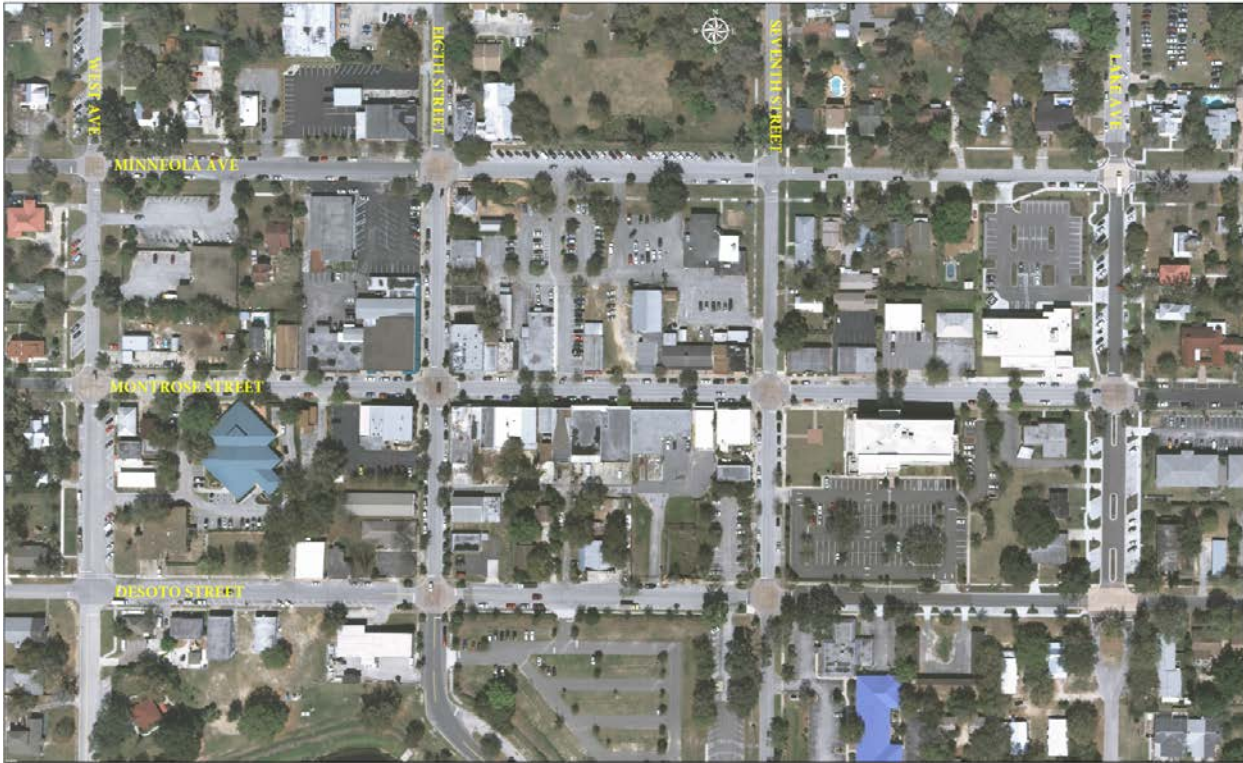
Maximum Size of 8 ½" X 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms

MAP 1



MAP 2



MAP 3





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date June 6, 2022
Name of Event Nightmare on the Clermont Trails 5K
Date(s) of Event October 28, 2023 Estimated Attendance: 800
Event Start Time: 6:00PM Event End Time: 9:00PM
Before Event Setup Time: Saturday 10/28/2023 After Event Cleanup Time: 9pm - 11pm
Name of Organization/Applicant Sommer Sports Events

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 Michelle Craske Email michelle@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-988-9485
Address 1271 Commons Court City Clermont State FL Zip 34711
Secondary Contact Fred Sommer Phone # 352-636-2942

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

N/A

Briefly Describe Event: Start and Finish at Victory Point. Packet Pickup will be from 3pm to 6pm race day prior to the event. 5K out and back on the Trail and into Hiawatha Park with spook zones along the way.

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: Start and Finish at Victory Point

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* 10x10

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

Electrical Use: ☒ Yes ☐ No Describe the need: DJ Timing and Equipment

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: DJ

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:	Nightmare on the Clermont Trails 5K		
DATE OF EVENT:	October 28, 2023		
EVENT CONTACT:	Michelle Craske		
REFUND MAILING ADDRESS:	1271 Commons Court		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352-988-9485		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

Michelle Craske

Michelle Craske (Jun 7, 2022 14:40 EDT)

Applicant's Signature

Michelle Craske

Printed Name

Vice President

Title

Jun 7, 2022

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.

Special Events Application -Nightmare 2023

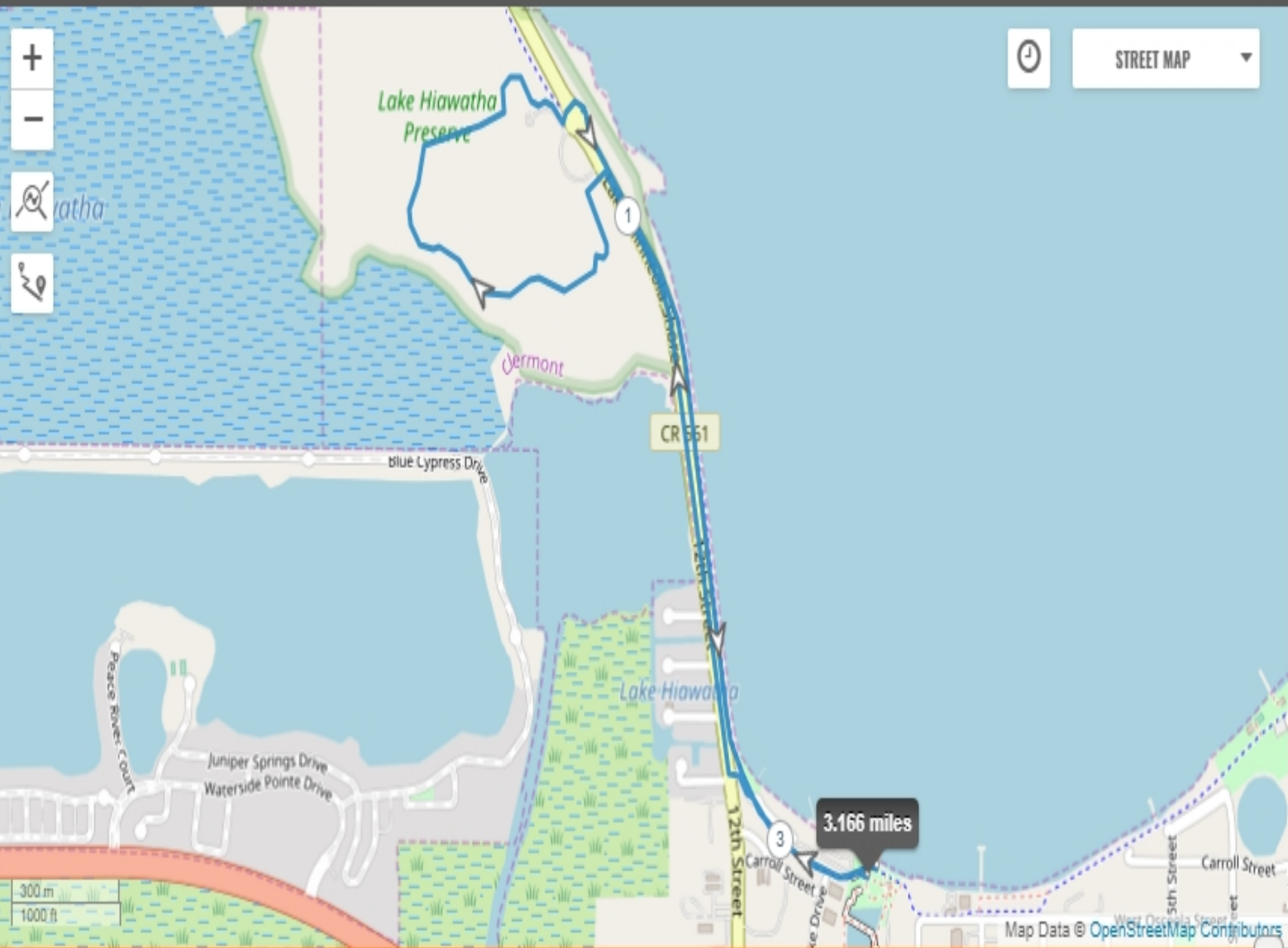
Final Audit Report

2022-06-07

Created:	2022-06-06
By:	Connor Neun (shellylinder14@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAquWknOz4gkF9DrZlkpsfTMUBQa5moz-N

"Special Events Application -Nightmare 2023" History

-  Document created by Connor Neun (shellylinder14@gmail.com)
2022-06-06 - 9:42:50 PM GMT- IP address: 64.187.128.14
-  Document emailed to Michelle Craske (michelle@sommersports.com) for signature
2022-06-06 - 9:43:36 PM GMT
-  Email viewed by Michelle Craske (michelle@sommersports.com)
2022-06-07 - 6:39:48 PM GMT- IP address: 74.125.210.43
-  Document e-signed by Michelle Craske (michelle@sommersports.com)
Signature Date: 2022-06-07 - 6:40:56 PM GMT - Time Source: server- IP address: 71.42.9.109
-  Agreement completed.
2022-06-07 - 6:40:56 PM GMT



Notice to Area Residents and Businesses

Possible Traffic Delays / Parking Restrictions / Street Closures in Your Neighborhood



Dear Resident/Business owner,

As required by the City of Clermont Special Event Policy, we are providing you with this notice of the following proposed event that may impact you. This event will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

The Nightmare on the Clermont Trails will be held on October 28, 2023, starting at 6:30 PM in Downtown Clermont. Below you will see road closure locations and specific streets that will be impacted by the event.

Restricted Parking Times & Road Closures

6:30pm- 7:10 pm Northbound traffic lane of 12th from Minneola to CR 561

Sommer Sports will have signage posted along the roads reminding citizens about the event, road closures, and no parking for the event. We ask that you please take this event into consideration as you make your plans.

Thank you for your patience and understanding and please know the Sommer Sports team is working diligently to present the best and safest event possible.

If you have any questions or comments, please contact Sommer Sports at 352-394-1320 or email info@sommersports.com.

Thank You,

The Sommer Sports Team



SPECIAL EVENT PERMIT APPLICATION

APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a maximum of 12-months in advance and a minimum of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees 30-days prior to the event.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
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- Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.
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- Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- Valid liquor license
- Valid liquor liability insurance
- Customer identification method for alcohol distribution
- City of Clermont alcohol application
- For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.
- Alcohol must be stopped from serving half hour before the event end time.

SECURITY REQUIREMENTS

- For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.
- Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.
- The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans must be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION “FLDEP”

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection (“FLDEP”). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED/COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator.

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☒ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☒ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☒ 9. Site Plan
- ☐ 10. FLDEP Approval (if applicable)
- ☐ 11. Lake County Application (if applicable)

The Following Items Must be Noted on Your Site Plan

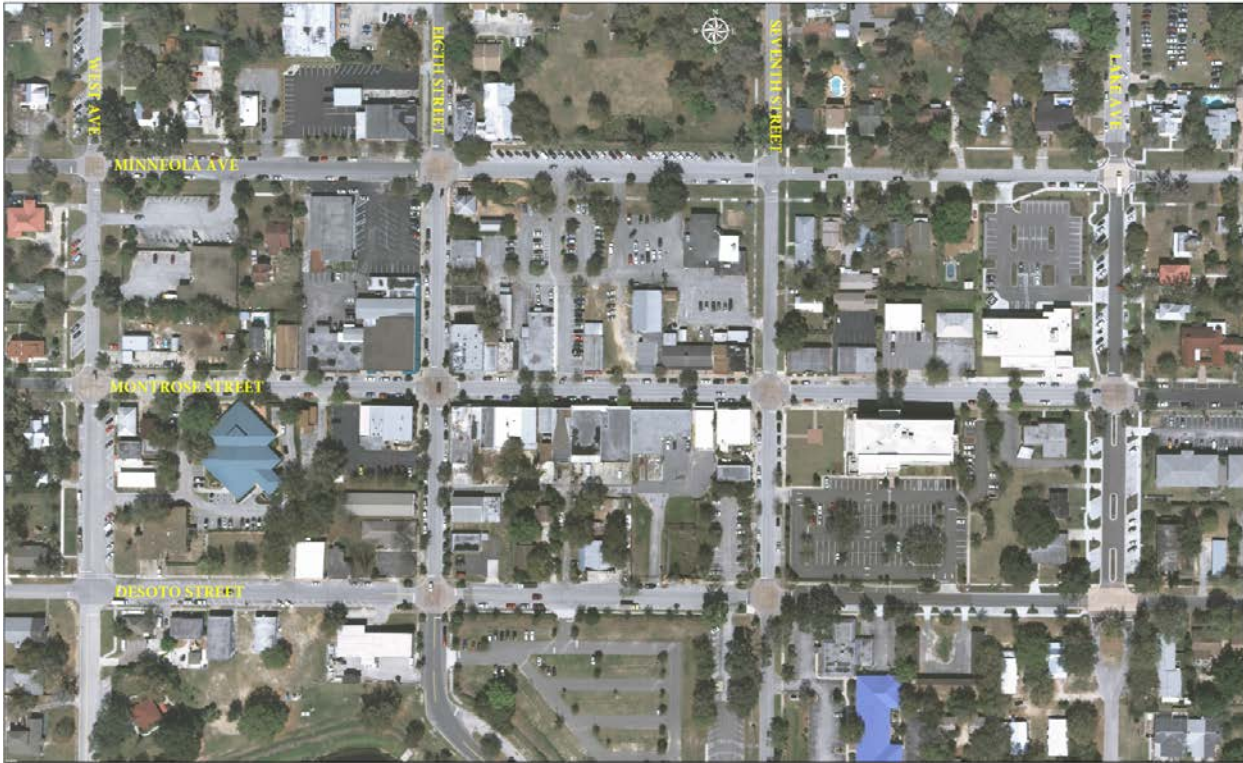
Maximum Size of 8 ½" X 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms

MAP 1



MAP 2



MAP 3





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date June 6, 2022
Name of Event Santa's Twilight 5K
Date(s) of Event December 16, 2023 Estimated Attendance: 800
Event Start Time: 6:00PM Event End Time: 9:00PM
Before Event Setup Time: 12/16/2023 at 11am After Event Cleanup Time: 9pm - 11pm
Name of Organization/Applicant Sommer Sports Events

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 Michelle Craske Email michelle@sommersports.com
Day Phone 352-394-1320 Cell Phone 352-988-9485
Address 1271 Commons Court City Clermont State FL Zip 34711
Secondary Contact Fred Sommer Phone # 352-636-2942

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

N/A

Briefly Describe Event: Start and Finish in Downtown Clermont at City Hall. Setup begins at 11am.

Packet Pickup from 3pm to 6pm race day prior to the event.

5K through Downtown Clermont and on South Lake Trail. Finish line at City Hall

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: Start and Finish at City Hall in Downtown Clermont

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* 10x10

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

Electrical Use: ☒ Yes ☐ No Describe the need: DJ Timing and Equipment

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: DJ

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:	Santa's Twilight 5K		
DATE OF EVENT:	December 16, 2023		
EVENT CONTACT:	Michelle Craske		
REFUND MAILING ADDRESS:	1271 Commons Court		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352-988-9485		

Payment Deadline:

Application Fee and deposit are due upon submission

*Final payment is due **30** days prior to event date.*

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

Michelle Craske

Michelle Craske (Jun 7, 2022 14:39 EDT)

Applicant's Signature

Michelle Craske

Printed Name

Vice President

Title

Jun 7, 2022

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.

Special Events Application -Santas Twilight 5K

Final Audit Report

2022-06-07

Created:	2022-06-06
By:	Connor Neun (shellylinder14@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAInPXJ4HwtYC9AjNz7OoBK58Awp9nXxlr

"Special Events Application -Santas Twilight 5K" History

-  Document created by Connor Neun (shellylinder14@gmail.com)
2022-06-06 - 9:51:29 PM GMT- IP address: 64.187.128.14
-  Document emailed to Michelle Craske (michelle@sommersports.com) for signature
2022-06-06 - 9:52:01 PM GMT
-  Email viewed by Michelle Craske (michelle@sommersports.com)
2022-06-07 - 6:35:44 PM GMT- IP address: 74.125.210.63
-  Document e-signed by Michelle Craske (michelle@sommersports.com)
Signature Date: 2022-06-07 - 6:39:21 PM GMT - Time Source: server- IP address: 71.42.9.109
-  Agreement completed.
2022-06-07 - 6:39:21 PM GMT

Notice to Area Residents and Businesses

Possible Traffic Delays / Parking Restrictions / Street Closures in Your Neighborhood



Dear Resident/Business owner,

As required by the City of Clermont Special Event Policy, we are providing you with this notice of the following proposed event that may impact you. This event will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

The Santa's Twilight 5K will be held on December 16, 2023 starting at 6:00 PM in Downtown Clermont. Below you will see road closure locations and specific streets that will be impacted by the event.

Restricted Parking Times & Road Closures

- 9:00 am – 10:30 pm Montrose Street from 7th St to just east of Clermont City Hall
- 5:00pm – 7:30 pm Montrose Street from West Ave to 7th Street
- 6:00pm - 6:10pm West Avenue between Montrose and W Minneola
- 6:00pm- 6:45pm Northbound traffic lane of 12th from Minneola to CR 561

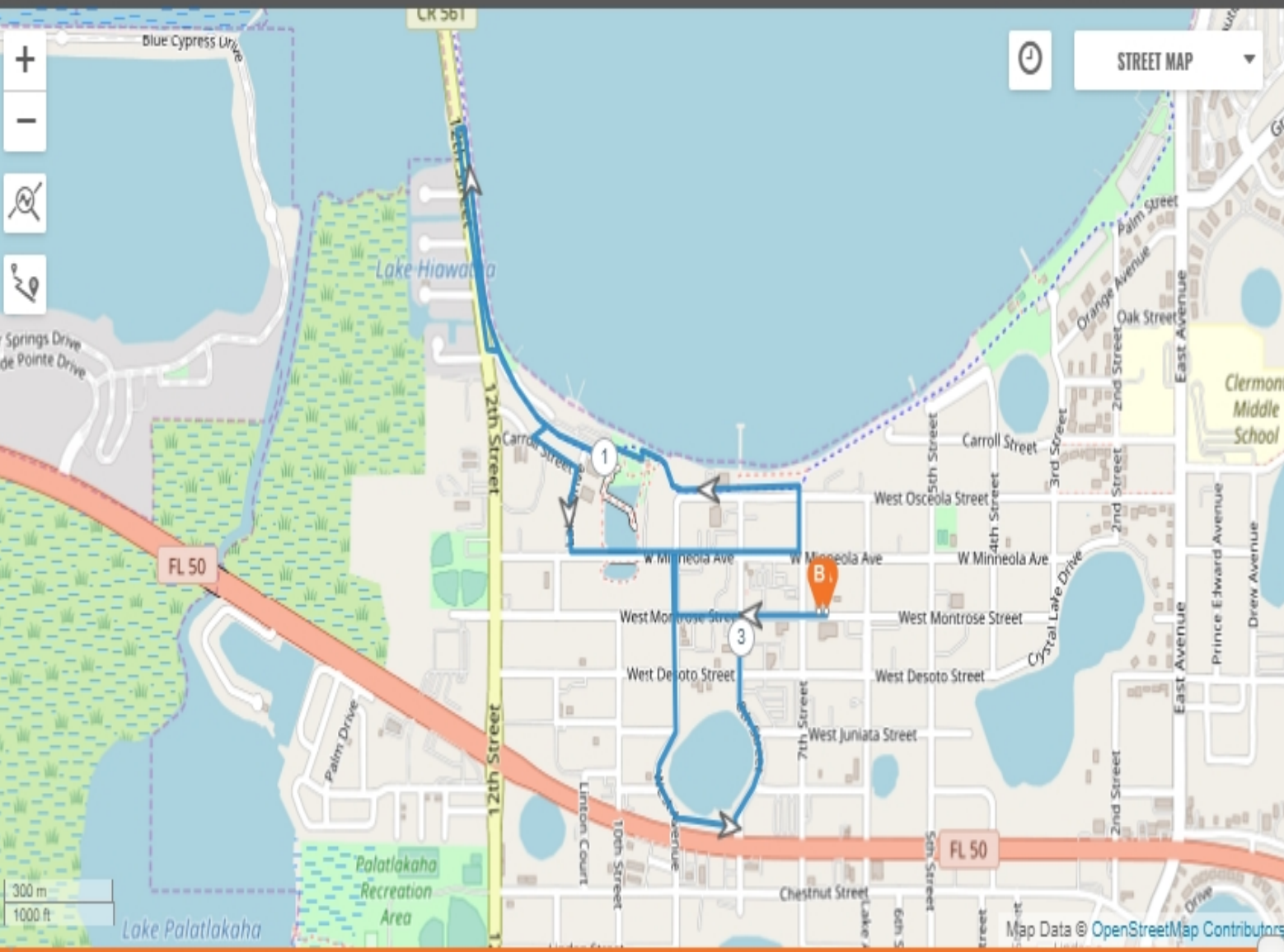
Sommer Sports will have signage posted along the roads reminding citizens about the event, road closures, and no parking for the event. We ask that you please take this event into consideration as you make your plans.

Thank you for your patience and understanding and please know the Sommer Sports team is working diligently to present the best and safest event possible.

If you have any questions or comments, please contact Sommer Sports at 352-394-1320 or email info@sommersports.com.

Thank You,

The Sommer Sports Team





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 26, 2023		
Agenda Item Name		
Ordinance No. 2023-027 <i>Final Parking Code</i>		
Requested Action		
Recommend introduction of Ordinance 2023-027		
Staff Report		
The city staff is proposing an amendment to the city parking code. This amendment will clear up a misconception regarding parking requirements within the Central Business District zoning district. Staff recommends removing an astrick in section 115-14 that indicates parking is not required for multi-use developments within the Central Business District of Downtown. This was never the intent of the code. It was placed in the land development code in 2018 as part of an overall parking code amendment. The way it was implemented into the code has been misleading. Removing the astrick has also necessitated a few adjustments to the parking table as well.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-027 -Chapter 115 Parking (09.01.2023)	Ord. 2023-027 -Chapter 115 Parking (09.01.2023).pdf	
2. Parking Table	Parking Table .pdf	
3. Ord 2023-027 Parking Table Legal Ad	Ord 2023-027 Parking Table Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-027

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 115 – PARKING AND VEHICULAR USE AREAS; PROVIDING FOR CONFLICT, SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, 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, has held a public hearing on September 5, 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 shall amend the Land Development Code, Chapter 115 Parking and Vehicular Use Areas, making changes to add and clarify language on parking; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 115 Parking and Vehicular Use Areas of the Clermont Code of Ordinances shall be amended to make changes, as set forth in the following amendments shown in Section 2.

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. 115-14. Table of minimum parking space requirements.

- (a) *Determination for unlisted uses or alternative parking.* If the proposed use is not listed or compatible with a use listed in the table of minimum parking space requirements, the administrative official shall make a determination of the appropriate parking for the proposed use based on the standards and guidelines of the Institute of Transportation Engineers (ITE) or the latest Smart Code published by the Form Based Codes Institute. In reaching the determination, the director may consider and be guided by the requirements for similar uses, the number and kind of vehicles likely to be attracted to the proposed use, parking requirements of such uses in other jurisdictions, special conditions or situations of the proposed use, or a combination of sources.
- (b) *Minimum off-street parking space requirements.* Minimum off-street parking space requirements are as follows:

CITY OF CLERMONT
ORDINANCE NO. 2023-027

<i>Land Use</i>	<i>Minimum Number of Spaces per Indicated Unit</i>	<i>Minimum Number of Spaces per Indicated Unit in the Central Business District</i>	<i>Per Unit of Measure</i>
Single-family	2	1	Per dwelling unit
Multifamily	1.5	1.25	Per one-bedroom unit
Multifamily	2	1.5	Per two-bedroom unit
Multifamily	2.5	2.0	Per three-bedroom unit
Mobile home parks	2	N/A	Per dwelling unit
Churches and funeral homes	1	0.5	Per four permanent seats in the sanctuary or assembly room
Offices and veterinary clinics	1	0.6 0.5	Per 200 square feet of floor space
Hospitals, clinics, ACLFs and nursing homes	1	1	For each four beds
Plus	1	N/A	For each doctor
Plus	1	0.5	For each 4 employees
Roominghouses and boardinghouses	1	0.5	For each bedroom
Nursery schools, childcare centers, kindergartens, or public, vocational and professional schools	1	1	Per 300 square feet of classroom space
Plus	1	0.5	For each staff member
Plus	1	0.5	For each four employees
Wholesale business and personal services	1	0.5	Per 200 square feet of floor space
Retail	1	0.7 0.83	Per 333 square feet of floor space
Theaters, auditoriums and cinemas	1	0.5	For each four seats in the assembly rooms
Hotels, motels and Bed and Breakfast	1	1	For each accommodation
Plus	1	N/A	For each three employees
Restaurants, takeout only	1	0.6 0.5	Per 100 square feet of gross floor area
Restaurants and lounges	1	0.5	Per 4 seats (including outdoor seating)
Plus	1	0.6 1	For each four employees
Automotive services and gas stations	4	4	For each service bay or similar facility
Plus	1	0	For each employee
Recreation facilities	1	0.5	Per 200 square feet of floor area devoted to patron use
Golf course	6/1	N/A	Per green/per practice tee
Lodges and clubs	1	0.5	Per 50 square feet of floor space



CITY OF CLERMONT
ORDINANCE NO. 2023-027

Light manufacturing	1	1	Per 500 square feet of floor area
or	1	1	For each two employees based on the greatest number of employees at work on the largest shift, whichever is greater
Unmanned utility facilities	1	0	Per 1,000 square feet of floor area, with a minimum of two spaces required
Warehouse/Bulk Storage	1	0.5	Per 1,000 square feet of floor space, with a minimum of two spaces required
Warehouse/Showroom	1	1	Per 1,000 square feet of floor space, with a minimum of two spaces required

~~* A mixed use project is exempt from minimum parking requirements.~~

Note: Planned unit developments shall provide off-street parking based upon the aggregate sum of all proposed uses, discounted for any reduced parking benefit attributable to the unique mix of uses and offsetting peak hour parking demands.

(Code 1998, § 98-14; Code 2008, § 98-14; Ord. No. 281-C, § 1(table 12-1), 11-8-1994; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 373-C, § 2, 11-24-2009; Ord. No. 2018-28, § 2, 8-28-2018)

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.



CITY OF CLERMONT
ORDINANCE NO. 2023-027

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: RECORDING

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

SECTION 8: 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. 2023-027

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of September 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

Sec. 115-14. Table of minimum parking space requirements.

- (a) *Determination for unlisted uses or alternative parking.* If the proposed use is not listed or compatible with a use listed in the table of minimum parking space requirements, the administrative official shall make a determination of the appropriate parking for the proposed use based on the standards and guidelines of the Institute of Transportation Engineers (ITE) or the latest Smart Code published by the Form Based Codes Institute. In reaching the determination, the director may consider and be guided by the requirements for similar uses, the number and kind of vehicles likely to be attracted to the proposed use, parking requirements of such uses in other jurisdictions, special conditions or situations of the proposed use, or a combination of sources.
- (b) *Minimum off-street parking space requirements.* Minimum off-street parking space requirements are as follows:

<i>Land Use</i>	<i>Minimum Number of Spaces per Indicated Unit</i>	<i>Minimum Number of Spaces per Indicated Unit in the Central Business District</i>	<i>Per Unit of Measure</i>
Single-family	2	1	Per dwelling unit
Multifamily	1.5	1.25	Per one-bedroom unit
Multifamily	2	1.5	Per two-bedroom unit
Multifamily	2.5	2.0	Per three-bedroom unit
Mobile home parks	2	N/A	Per dwelling unit
Churches and funeral homes	1	0.5	Per four permanent seats in the sanctuary or assembly room
Offices and veterinary clinics	1	0.6 0.5	Per 200 square feet of floor space
Hospitals, clinics, ACLFs and nursing homes	1	1	For each four beds
Plus	1	N/A	For each doctor
Plus	1	0.5	For each 4 employees
Roominghouses and boardinghouses	1	0.5	For each bedroom
Nursery schools, childcare centers, kindergartens, or public, vocational and professional schools	1	1	Per 300 square feet of classroom space
Plus	1	0.5	For each staff member
Plus	1	0.5	For each four employees
Wholesale business and personal services	1	0.5	Per 200 square feet of floor space
Retail	1	1 0.83	Per 333 square feet of floor space
Theaters, auditoriums and cinemas	1	0.5	For each four seats in the assembly rooms
Hotels, motels and Bed and Breakfast	1	1	For each accommodation
Plus	1	N/A	For each three employees

Created: 2023-05-11 15:43:33 [EST]

Recodification codified through Ordinance No. 2022-037, adopted on September 27, 2022

Restaurants, takeout only	1	0 0.5	Per 100 square feet of gross floor area
Restaurants and lounges	1	0.5	Per 4 seats (including outdoor seating)
Plus	1	0	For each four employees
Automotive services and gas stations	4	4	For each service bay or similar facility
Plus	1	0	For each employee
Recreation facilities	1	0.5	Per 200 square feet of floor area devoted to patron use
Golf course	6/1	N/A	Per green/per practice tee
Lodges and clubs	1	0.5	Per 50 square feet of floor space
Light manufacturing	1	1	Per 500 square feet of floor area
or	1	1	For each two employees based on the greatest number of employees at work on the largest shift, whichever is greater
Unmanned utility facilities	1	0	Per 1,000 square feet of floor area, with a minimum of two spaces required
Warehouse/Bulk Storage	1	0.5	Per 1,000 square feet of floor space, with a minimum of two spaces required
Warehouse/Showroom	1	1	Per 1,000 square feet of floor space, with a minimum of two spaces required

~~*A mixed-use project is exempt from minimum parking requirements~~

Note: Planned unit developments shall provide off-street parking based upon the aggregate sum of all proposed uses, discounted for any reduced parking benefit attributable to the unique mix of uses and offsetting peak hour parking demands.

(Code 1998, § 98-14; Code 2008, § 98-14; Ord. No. 281-C, § 1(table 12-1), 11-8-1994; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 373-C, § 2, 11-24-2009; Ord. No. 2018-28, § 2, 8-28-2018)

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:	08/23/2023
Order Number:	9204776
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	51.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	08/28/2023 - 09/11/2023	Govt Public Notices
LEE dailycommercial.com	2	08/28/2023 - 09/11/2023	Govt Public Notices

Order Confirmation Amount	\$158.92
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Ad Preview

LEGAL NOTICE

On Tuesday, September 5, 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, September 26, 2023 at 6:30 PM.

ORDINANCE NO. 2023-027

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 115, SECTION 115-14 TABLE OF MINIMUM PARKING SPACE REQUIREMENTS, 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
#9204776 8/28, 9/11/2023

AGENDA ITEM

Meeting Date	
Tuesday, September 26, 2023	
Agenda Item Name	
Resolution No. 2023-028R <i>Intuitive Emergency Clinic</i>	
Requested Action	
Recommend approval of Resolution 2023-028R.	
Staff Report	
The applicant is requesting a Conditional Use Permit (CUP) to allow for the operation of a 24-hour emergency clinic in the vacant CVS Building, located at 4405 South US Highway 27, at the intersection of Hartwood Marsh Road and US Highway 27. The future land use designation is Commercial and the current zoning is C-2 General Commercial. The Land Development Code, Section 125-337, requires a conditional use permit for a hospital based off-campus emergency department that provides emergency services and care. The site is already developed with an existing building, landscaping and infrastructure for the property. The applicant will be updating the existing building facade to comply with Clermont Architectural Design Standards and providing site upgrades that conform to the provisions of the land development regulations.	
 	
The proposed facility provides emergency services that are distinct from a hospital under the statutory definitions of the State of Florida. The clinic will be required to provide a detailed plan to handle any emergency transfers requiring any air or ground emergency patient transport services. The facility will be licensed as a hospital-based off-campus Emergency Department of UF Health Leesburg Hospital. The proposed facility will provide 14 exam rooms with approximately 16 staffed employees for this location.	
Staff has reviewed the CUP application in accordance to Sec. 86-144 (d) of the Land Development Code. The proposed intensity, character and type of development is in compliance with the Clermont Comprehensive Plan goals, objectives and policies for commercial land use. A traffic impact analysis has been completed and it has been determined the proposed project would provide a reduction in trip generation. Therefore, it would be considered a “de minimis” impact on the existing transportation network.	
Staff recommends approval of Resolution 2023-028R.	
Additional Analysis	
Fiscal Impact Summary	

None.

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	2023-028R - Intuitive Health Clinic CUP (09.14.2023)	2023-028R - Intuitive Health Clinic CUP (09.14.2023).pdf	
2.	Location Map	LOCATION MAP.pdf	
3.	Existing FLU	Existing FLU.pdf	
4.	Existing Zoning	Existing Zoning.pdf	
5.	Site Pictures	Site Pictures.pdf	
6.	Conceptual Site Plan	Conceptual Site Plan.pdf	
7.	Site Plan with Generator	Site Plan with Generator.pdf	
8.	CUP Summary	CUP Summary.pdf	
9.	Operational Q and A	Operational Q and A.pdf	
10.	TIA comments from Kittelson	TIA comments from Kittelson.pdf	
11.	Environmental	Environmental.pdf	
12.	Application	Application.pdf	
13.	Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2023-028R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR THE OPERATION OF A 24-HOUR EMERGENCY CLINIC IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held September 5, 2023 recommended approval of this Conditional Use Permit to allow for the operation of a 24-hour emergency clinic in the C-2 General Commercial zoning district, located at the existing CVS Pharmacy building on Hartwood Marsh Road and US Highway 27; at the following location:

LOCATION:

4405 South US Highway 27, located on Hartwood Marsh Road and
US Highway 27; at the existing CVS Pharmacy Building
(AK 3926624)

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 86-144 (d) of the Land Development Code, the City Council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location.

WHEREAS, the City Council determines that the application for a conditional use permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that based on the findings stated above and incorporated herein:

This application for a Conditional Use Permit to allow for the operation of a 24-hour emergency clinic to be located at 4405 US Highway 27; at the existing CVS Pharmacy building on Hartwood Marsh Road and US Highway 27; be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2023-028R

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Fire Inspector shall provide building inspections for life safety requirements and all fire code regulations must be in compliance prior to the issuance of any Building Certificate of Occupancy.
5. The Building Inspector shall inspect all structures and building for compliance and any building code violations shall be corrected before the issuance of the Certificate of Occupancy.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by Resolution.
9. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont Development Services Department.
10. Should approved uses cease operation for more than 180 days, a new Conditional Use Permit shall be required for the same or similar operations.
11. All redevelopment and/or changes to the subject property must submit for site plan approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The presentation site plan submitted with the Conditional Use Permit application is not the approved and final construction plan.



CITY OF CLERMONT
RESOLUTION NO. 2023-028R

SECTION 2: LAND USE

1. This Conditional Use Permit is to allow for the operation of a 24-hour emergency clinic that shall be located in the vacant CVS Pharmacy building at 4405 US Highway 27, on Hartwood Marsh Road and US Highway 27. The site may also be used for any other permitted uses in the C-2 General Commercial zoning district.
2. The emergency clinic is proposing 14 exam rooms and approximately 16 employees to be staffed at the facility.
3. The redevelopment or expansion of the site must comply with the Clermont Land Development Regulations and adopted standards. The site shall be similar in design to the Conceptual Plan Layout, Exhibit A.
4. The building shall be designed in a manner that shall meet the City of Clermont's Architectural Standards and as represented in the provided elevations, Exhibit B.
5. Prior to receiving site plan approval, the facility shall submit an emergency transport plan to the City of Clermont and Lake County for review and approval. In this plan, it shall document the procedures for transport from the facility to another facility, including who is responsible for this transport, what method of transport and any other logistics. The emergency transport plan shall be approved prior to site plan approval and construction of the facility and will be reviewed on a regular basis and amended as needed, as requested by the City of Clermont and Lake County.

SECTION 3: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.

SECTION 5: ADMINISTRATIVE CORRECTION

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

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-028R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 26th day of September 2023.

CITY OF CLERMONT

Tim Murry, Mayor

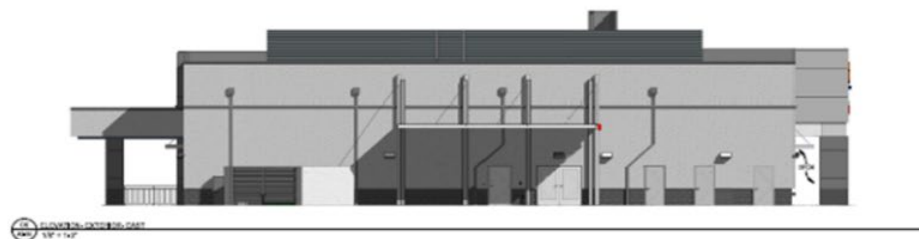
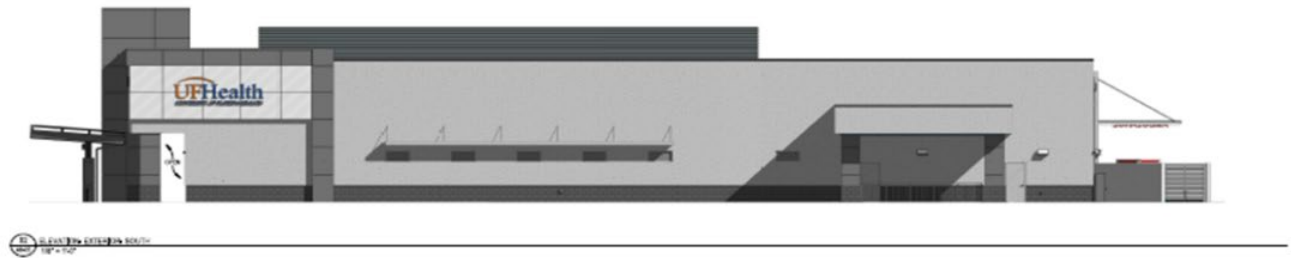
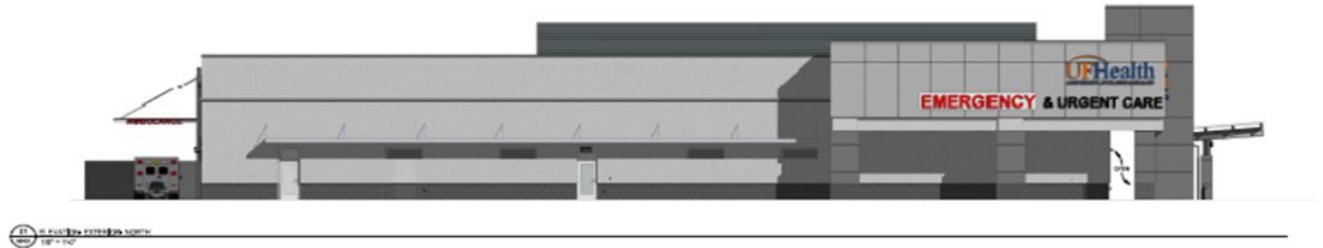
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

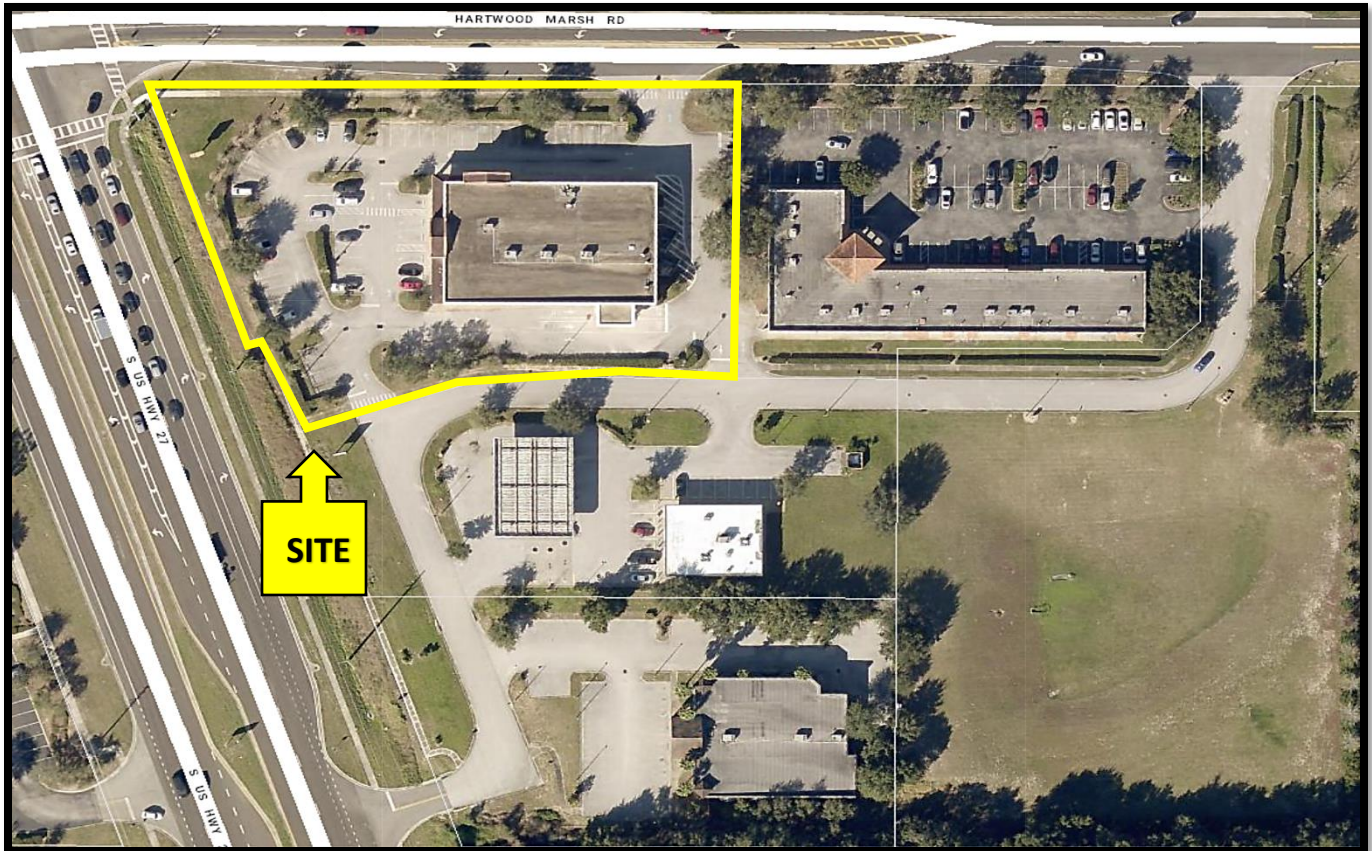
Daniel F. Mantzaris, City Attorney

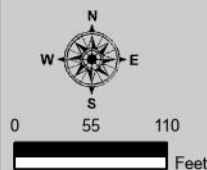
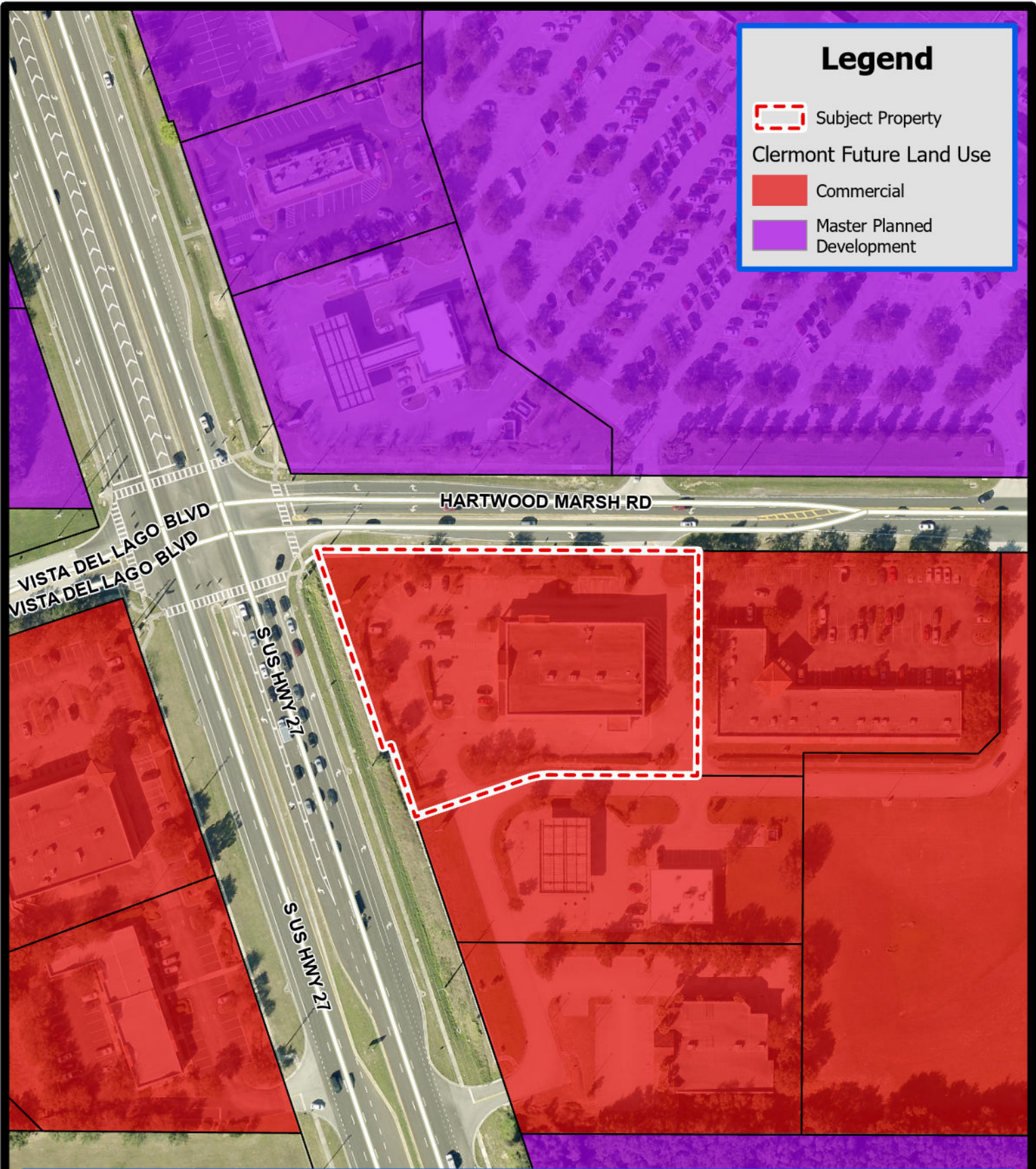
Exhibit B – Building Façade Elevations



FREESTANDING ED CLERMONT
ELEVATIONS -EXTERIOR BUILDING - CUP

LOCATION MAP





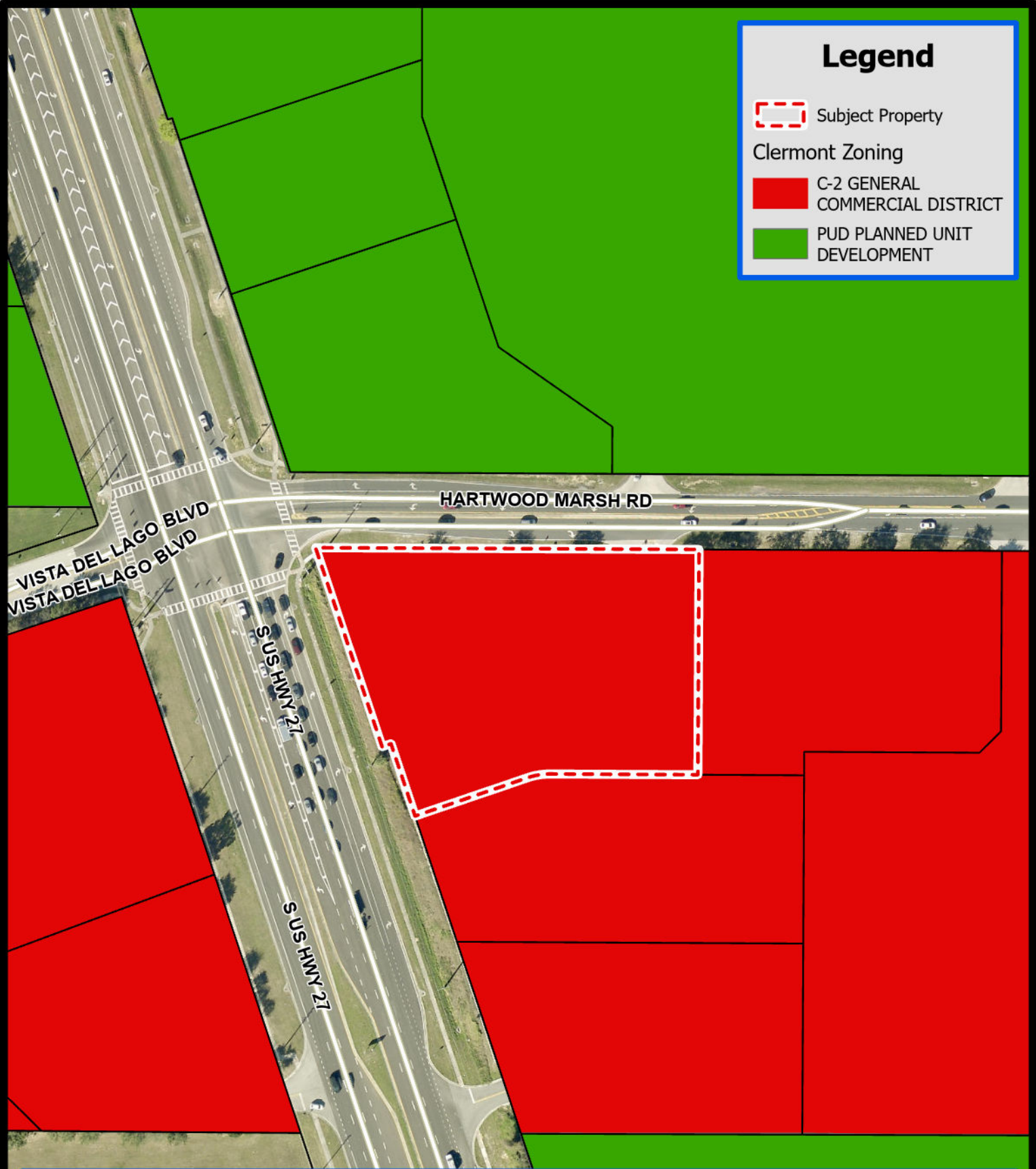
SVP Development

Existing Future Land Use Map

Clermont, FL

Project: SVP Development
Project #: 2038-1
File: Existing FLU
AltKey#: 3808696
PM: Sherie Lindh
Date: May 8th, 2023
Created By: C.Manno





Legend



Subject Property

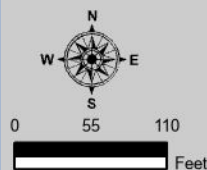
Clermont Zoning



C-2 GENERAL
COMMERCIAL DISTRICT



PUD PLANNED UNIT
DEVELOPMENT



SVP Development Existing Zoning Map

Clermont, FL

Project: SVP Development
Project #: 2038-1
File: Existing Zoning
AltKey#: 3808696
PM: Sherie Lindh
Date: May 8th, 2023
Created By: C.Manno

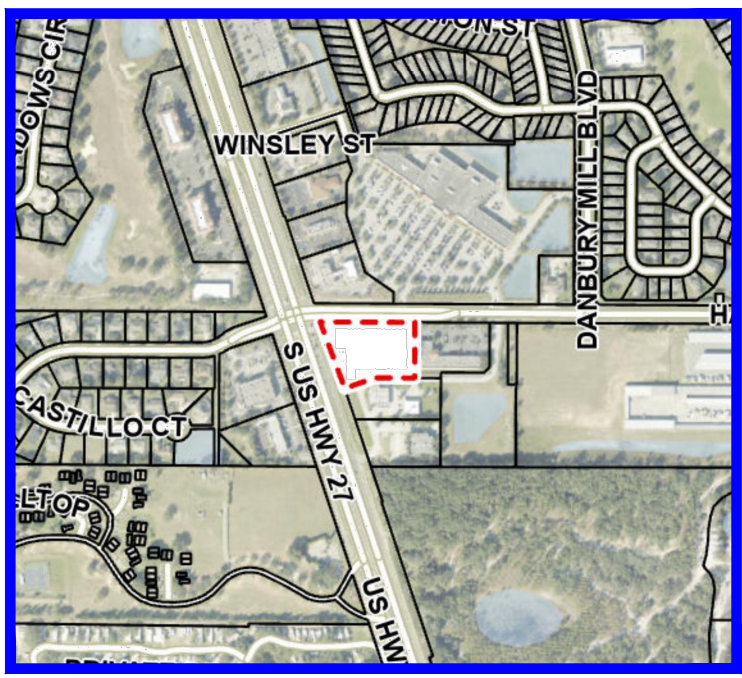


Site Pictures



Owner:
Mason Deal
SVP Development

Applicant:
LPG Urban and Regional
Planners, Inc.
c/o Michael Rankin
1162 Camp Avenue
Mount Dora, Florida 32757
(352)-385-1940



Location

Notes:

Total Acreage: 2.08+- Acres (90,604 sf)
Zoning of Parcel: C-2
Proposed Zoning: CUP for Emergency Clinic in C-2 Zoning
FLU of Parcel: Commercial
Maximum ISR: .80
Provided ISR: .73

Sec. 122-223
Maximum Floor Space= 20,000 sqft
Proposed Floor Space= 14,174 sqft

Sec. 122-225
Open Space Required: .42 Acres (20%)
Open Space Provided: .48 (23%)

Sec. 122-226 Yards
Setbacks:
Front (Required)- 25'
Front (Provided)- 75'
Side (Required) 25'
Side (Provided) East- 54', West 170'
Rear (Required) 25'
Rear (Provided) 70'

Sec. 122-247 Off-Street Parking
Retail Business: 1 Space/400 sqft
Parking Spaces Provided: 69
Hospital, Clinics, ALFs: 1 Space/4 Beds and
1 Space/4 Employees
14 Proposed Exam Rooms/16 Employees

Will utilize existing buffers as approved for the current site. The 20' buffer along Hartwood Marsh and US Highway 27 will be replanted to meet the requirements of three canopy trees and three understory trees per 100 linear feet. In addition, these 20' buffer's will be replanted where required to meet the shrubbery provision of a 3' high continuous hedge.

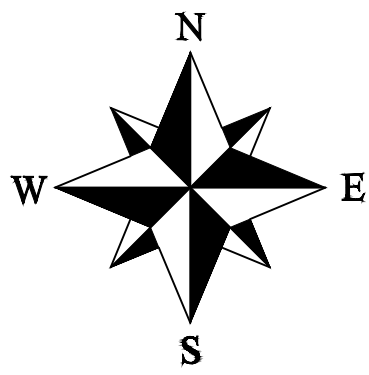
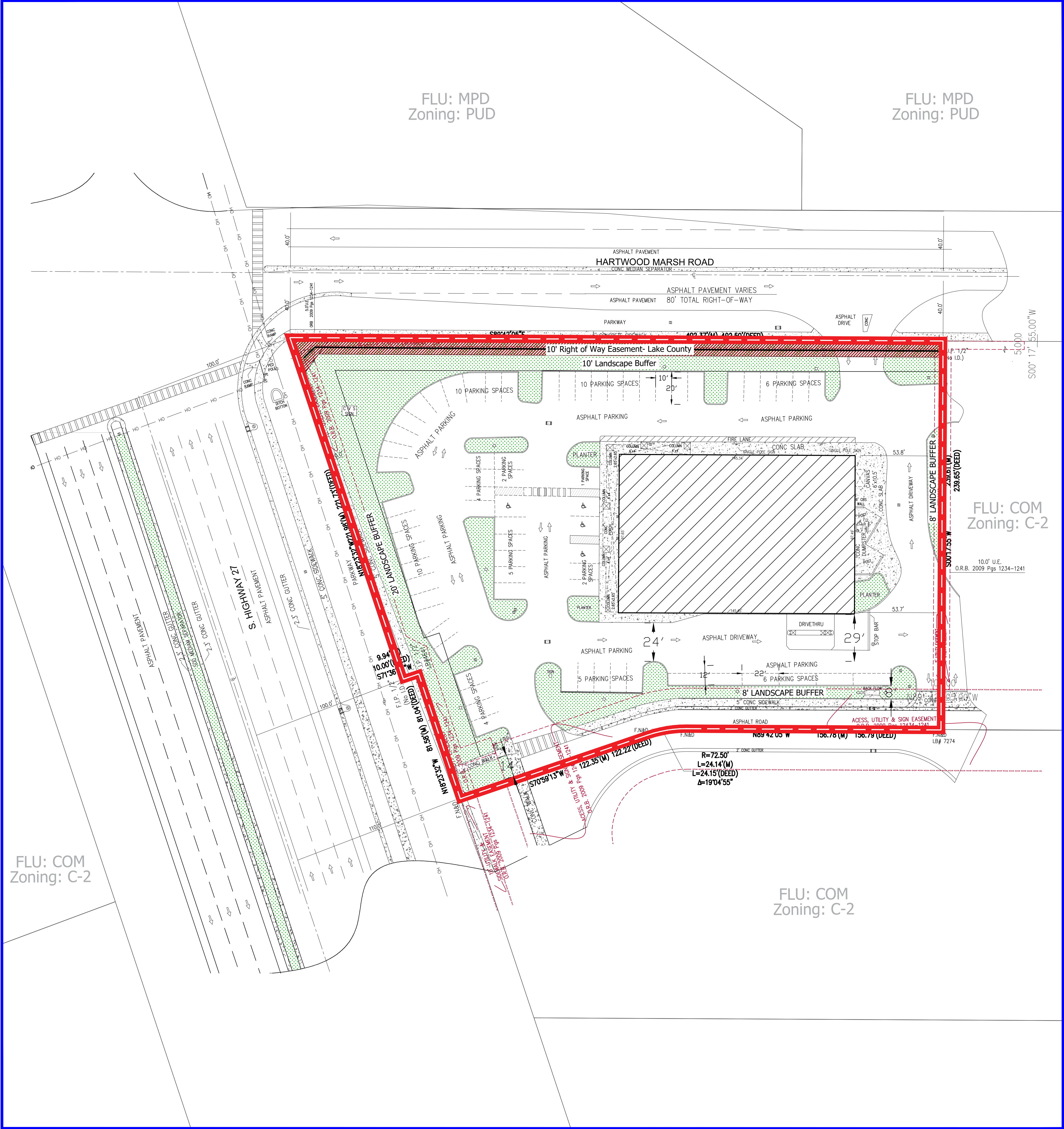
Maximum allowable building height is 55' with a proposed height of 1 story.

Proposed Building Height: 8' to 26', 1 Story
Perimeter Property Boundary Setbacks: 25'
Utilities, water, sewer and fire protection will be provided by the City of Clermont.

Stormwater management will be through a system of swales and retention ponds as required.

Existing vegetation to be utilized in landscape buffers wherever possible.

*This plan is conceptual in nature and is subject to change due to engineering and other influences.



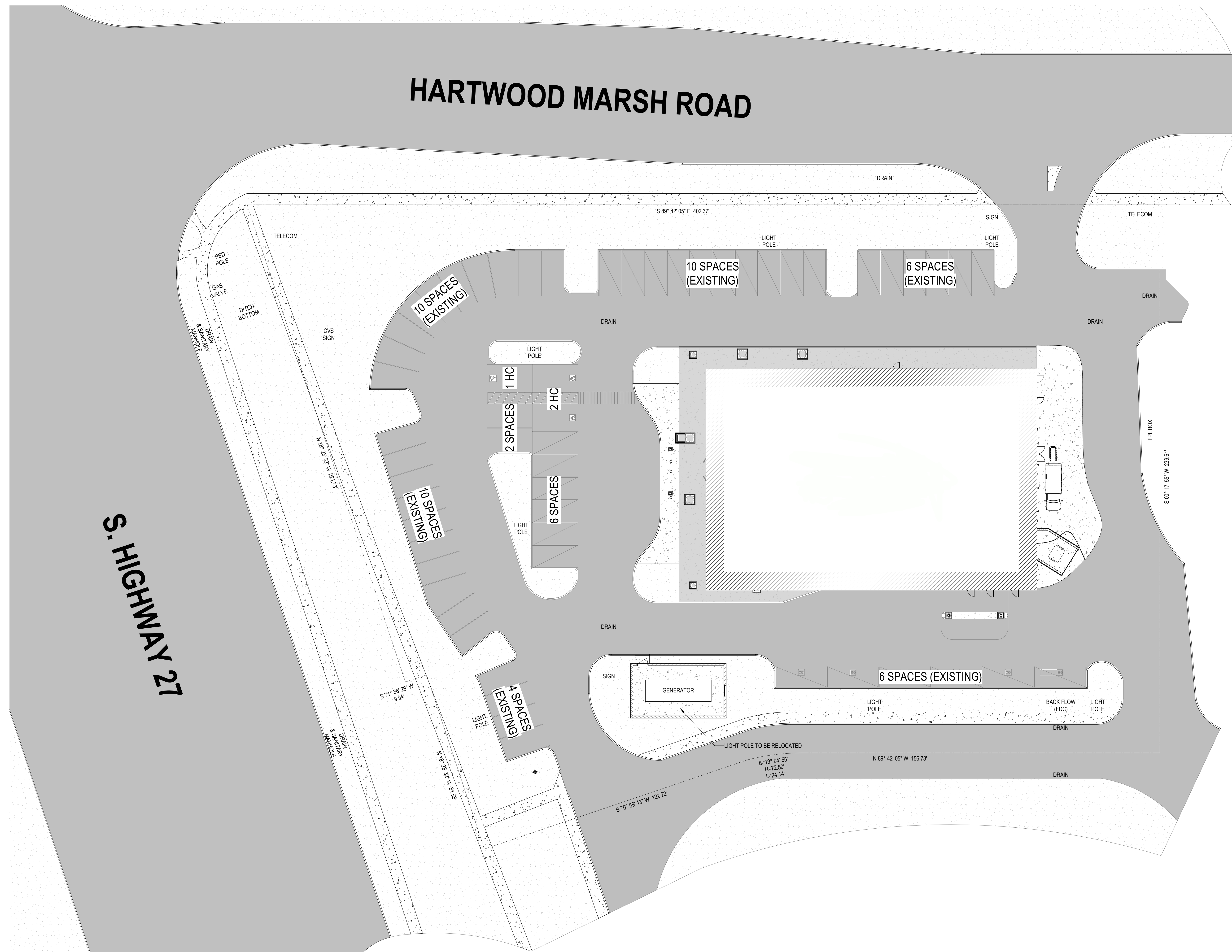
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SVP Development

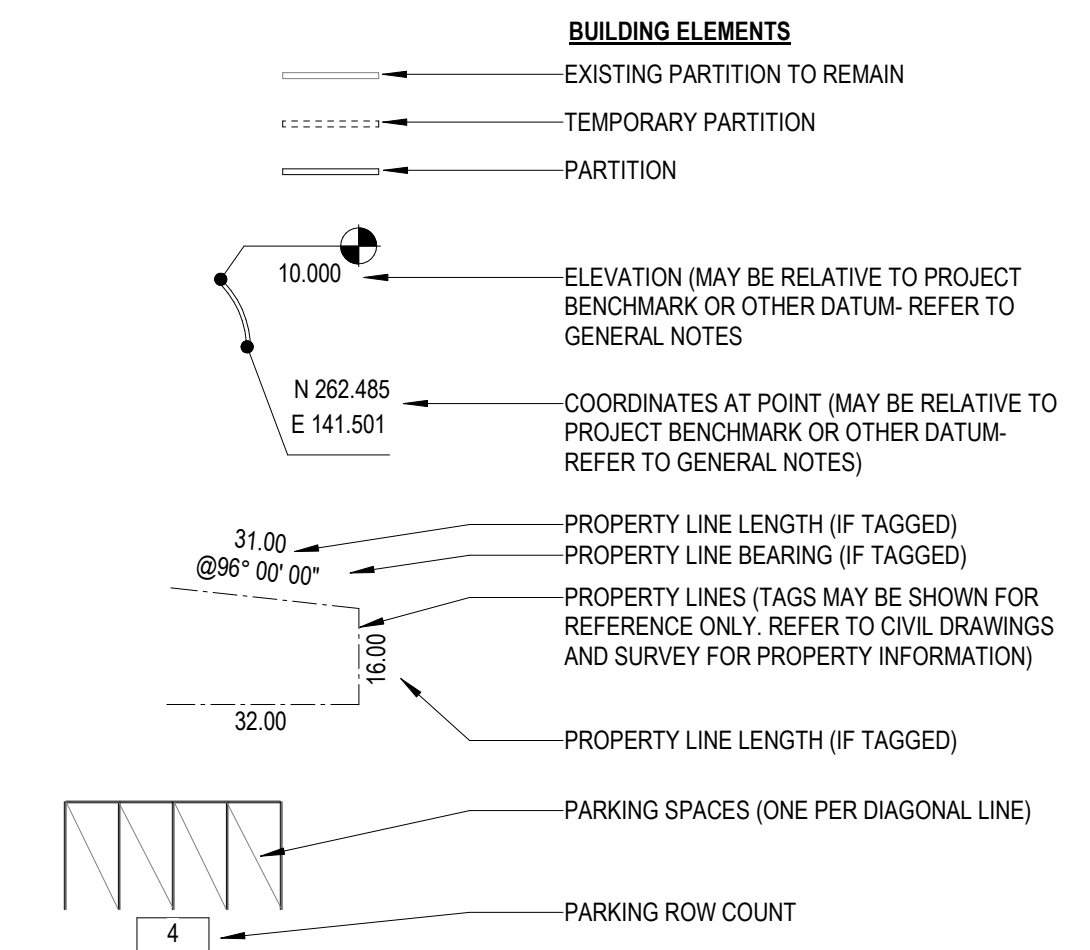
Conceptual Plan

Clermont, FL

LPG
LPG Urban & Regional Planners, LLC.
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824
Project #: 2038-1
Alt Key #: 3808696
June 1st, 2023



LEGEND- SITE PLANS



GENERAL NOTES- SITE PLANS

PARKING SPACES PROVIDED					
PARKING SPACE TYPE	ANGLE	WIDTH	LENGTH	COUNT	CURRENT REV
9X18- 90 DEGREES	90.000"	10'-0"	20'-0"	48	
18X9 (PARALLEL PARKING)	90.000"	22'-9 1/2"	9'-0"	6	
VAN ACCESSIBLE 12'X20'	90.000"	12'-4 1/2"	20'-0"	3	

SITE PLAN NOTES BY NUMBER

NUMBER	NOTE
--------	------

[illegible]

NOT FOR
CONSTRUCTION

ARCH NAME	ARCH ##
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ORIG SUBMISSION: 07/17/2023

SHEET TITLE AND NUMBER:

AS1.00

SITE PLAN

Intuitive Health Emergency Clinic Conditional Use Permit

Executive Summary

The property at 4405 S Highway 27, denoted by Alternate Key 3808696 has a future land use designation of Commercial and a zoning designation of General Commercial (C-2). Chapter 125 of the City of Clermont's Land Development Code of Ordinances dictates the type of uses allowed within the C-2 zoning designation. The applicant is applying for a conditional use permit in accordance with Section 125-337(a)(8), *Conditional Uses*, to rehabilitate a former CVS Pharmacy into a 24 hour emergency clinic.

Land Use Compatibility

The intersection of US Highway 27 and Hartwood Marsh Road is characteristic of highway commercial and retail uses. Alternate Key 3803372, to the West has a Walgreens pharmacy with an adjacent strip center. Alternate Key 3801696, to the North has a Circle K gas station with an adjacent Publix grocery store. Alternate Key 3803085, to the East has a medical office building. To the South, Alternate Key 3805906 has a Marathon gas station. The area is characteristic of heavy commercial in the form of retail and professional offices.

The surrounding land uses are as follows:

Alternate Key	Location	Future Land Use	Zoning
3801696	North	Master Planned Development	Planned Unit Development
3803085	East	Commercial	General Commercial (C-2)
3805906	South	Commercial	General Commercial (C-2)
3803372	West	Commercial	General Commercial (C-2)

Site Design Standards

The property at 4405 S Highway 27, denoted by Alternate Key 3808696, is 2.08 ± acres. According to Section 125-338 (1), the impervious surface coverage is 80 percent in the C-2 zoning district. The applicant's subject property has an impervious surface coverage of 73 percent. Section 125-339, *Yards*, dictates the setbacks within the C-2 zoning district. Properties adjacent to Hartwood Marsh Road, State Road 50, and US 27 are required to have a building setback of 50 feet. The subject property has a setback of 75' from Hartwood Marsh Road and a setback of 170 feet from U.S Highway 27. The subject property has a 70 foot rear building setback compared to the required rear setback of 25 feet. In addition, the property has an East side setback of 54 feet instead of the required 25 feet for a side building setback. The subject property exceeds the minimum setback requirements.

The subject property exceeds the open space requirements of 20 percent, providing 23 percent open space. According to Section 122-247 of the City of Clermont's Land Development Code, the subject property under its current use was required to provide 1 space for 400 square feet of



building. The subject property currently has 69 parking spaces. According to Section 122-247, Hospitals, Clinics, and ALFs are required to provide 1 space for 4 beds and 1 space for 4 employees. 14 exams rooms and 16 employees are proposed for the emergency clinic, which equates to 8 parking spaces. The site has adequate parking for the proposed change in use. The buffer yards on the perimeter of the property will be replenished with new landscaping to meet the requirements for the City of Clermont's Land Development Code. Please see the landscaping plans. The applicant has also provided architectural facades as a separate attachment which demonstrate the site will meet the architectural design standards for the City of Clermont. The subject property is served by Water and Sewer from the City of Clermont.

Traffic Concurrency

The applicant has provided a traffic memo from Traffic and Mobility Consultants that demonstrates the conversion of the site from a retail pharmacy to an emergency clinic will result in a reduction of am, pm, peak hour trips and average daily trips to the site. In addition, the applicant has discussed with Lake County Public Works the need to expand Hartwood Marsh Road. The applicant from this conversation with Lake County Public Works has agreed to dedicate a 10 foot easement on the Northeast corner and along the frontage of Hartwood Marsh Road for Lake County Public works. This 10 foot easement will allow the County to properly adjust the sidewalk without the expense of installing a retaining wall.

Comprehensive Plan Compliance

The subject property is requesting a conditional use permit to rehabilitate an existing developed site, that was formerly a CVS pharmacy within the City of Clermont. The application discourages urban sprawl in accordance with Objective 1.1 of the Future Land Use chapter of the City of Clermont's Comprehensive Plan. The application for the conditional use permit is compliant with Policy 1.1.3 which states:

The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

The revitalization of the former CVS pharmacy into an emergency clinic at the intersection of Hartwood Marsh Road and US Highway 27, a highly retail and professional services area of the City, speaks to Policy 1.2.4, which states:

The adopted FLUM contains and identifies appropriate locations for the following land use categories which were established to prevent urban sprawl, provide for the protection of natural and historic resources and maximize economic development.

Policy 1.9.3 dictates:

Hotels and hospitals shall be allowed as a conditional use within the commercial land use category and shall be limited to a maximum intensity of 3.0 FAR.

The subject property is in compliance with Policy 1.9.3 through the request of a conditional use permit to utilize the site for an emergency clinic.



In accordance with the Smart Growth principles espoused in Objective 1.11, the application has provided architectural facades in compliance with the City of Clermont's architectural design standards. The applicant has adhered to Policy 1.11.4 which states:

Developments that require site plan review and approval shall be evaluated on the use of site and building design that emphasizes beauty, aesthetics, human comfort, creating a sense of place, special placement of civic uses and site and human-scale architecture and amenities, especially at street level.

The building on the subject property is currently vacant. The request to utilize a conditional use permit to rehabilitate and transform the structure into an emergency clinic meets the intent of Policy 2.2.1. The emergency clinic will provide more jobs than the former CVS pharmacy and will contribute to Policy 2.2.1 which opines for a job to housing ratio of 1.25 as well as utilizing land use types for job generating oriented businesses such as technical school, hospitals, and medical offices. Policy 2.2.2, *Target Industries*, is specifically for Wellness Way, however the intent of this comprehensive plan policy is to encourage "a diverse and dynamic range of economic development and job growth opportunities". Target industries include medical and bio-medical businesses. The application adheres to Policy 2.2.1 and Policy 2.2.2.

The applicant is meeting the intent of Policy 2.4.3, *Pedestrian Facilities*, by meeting with Lake County Public Works and dedicating a 10 foot easement for the realignment and construction of pedestrian sidewalks along Hartwood Marsh Road. The dedication of the easement allows Lake County public Works to expand Hartwood Marsh Road and realign the sidewalk network without the added expense of installing a retaining wall. In addition, the architectural facades provided demonstrate a welcoming entrance to facilitate multi-modal forms of transportation. Policy 2.4.3, *Pedestrian Facilities*, states:

Policy 2.4.3: Pedestrian Facilities

Through a complementary relationship between transportation, land use and urban design, development within Wellness Way shall support walking as an important part of daily travel. Design and construction of transportation facilities and land uses shall give highest priority to walking as a basic and efficient mode of transportation and may include the following:

- A. Appropriately sized and obstruction-free sidewalks connecting residential neighborhoods to employment districts, retail areas, parks and schools;
- B. Well designed and highly-visible crosswalks which ensure pedestrian safety in areas where conflicts with vehicular traffic may occur;
- C. The use of streetscapes that offer a safe and inviting environment for pedestrians especially by providing shade, amenities and buffering from vehicular traffic; and/or,
- D. Pedestrian oriented design of buildings adjacent to sidewalks including, minimal front setbacks, entrances that provide direct access from the public sidewalk, maximum first floor opacity standards, and the placement of vehicular use areas to the back or side of buildings.
- E. Provision of Wellness Corridors with multi-use paths and trails.





July 11th, 2023

Mr. John Kruse
Planning Manager
City of Clermont
352-241-7309
jekruse@clermontfl.org

Re: Request for Additional Information – CUP Application, 4405 S Highway 27

1. How do you plan to handle emergency transfers requiring air transport?

Response: Transfers requiring air transport will be extremely unlikely due to the lower acuity nature of the expected patient volume. There will be no patients transferred to this facility by air. However, if a patient does require transport from our facility to a specialized hospital not within ground transport range, UF Air transport (ShandsCair) will take the patient to the most appropriate setting. UF Health will notify ShandsCair if a patient requires air transport, then work with American Ambulance to transport the patient to the closest identified approved landing zone for pick up. UF Health has already begun vetting several potential landing zones nearby this location.

2. How do you plan to handle emergency transfers requiring ground transport?

Response: Transfers requiring ground EMS will be handled by American Ambulance or Lake County EMS and transported to the most appropriate setting. UF Health currently has contracts with American Ambulance for 7 dedicated Ambulances and a partnership with Lake County EMS. Once a patient is identified as requiring an EMS transport, the EMS provider is contracted to respond within 60 minutes for low acuity and 15 minutes for high acuity patients (STEMI, Stroke, etc.).

3. What is the Agency for Health Care Administration (AHCA) licensure for this facility?

Response: The facility will be licensed as a Hospital-based Off-campus Emergency Department of UF Health Leesburg Hospital.

4. On first glance, it was thought of as an urgent care center, but upon further discussion, it looks like a hospital. Can you clarify this for me in detail?

1162 Camp Ave., Mount Dora, FL 32757. Phone (352) 385-1940 Fax (352) 383-4824

Response: Section 101-11 defines Hospital/Medical Clinic as: a building, or portion of a building, occupied by an establishment primarily engaged in providing health and mental inpatient facilities, in which medical or surgical services are a main function, and may include outpatient facilities, emergency ambulance and rescue service.

Division 11, *C-2 General Commercial District* within Section 125-337 of the City of Clermont's Land Development Code notes that Conditional uses within the C-2 zoning district include **Hospitals, clinics, and nursing homes.**

Chapter 395 of Florida Statutes notes that the use being requested here falls within the *Hospital-based Off-campus Emergency Department*, which is separate and distinct from an urgent care based upon the following standards:

- (13) "Hospital-based off-campus emergency department" means a facility that:
 - (a) Provides emergency services and care;
 - (b) Is owned and operated by a licensed hospital and operates under the license of the hospital; and
 - (c) Is located on separate premises from the hospital.

The proposed emergency clinic provides emergency services but is distinct from a hospital under the statutory definitions of the State of Florida. However, for the purpose of the requested Conditional Use Permit, the use should be classified as an emergency clinic. This classification falls within the parameters of uses required to apply for a conditional use permit under the C-2 zoning designation.

John E. Kruse

From: John E. Kruse
Sent: Tuesday, May 30, 2023 3:06 PM
To: 'Stephanie Shealey'
Subject: RE: 23063 Mini ER Clermont

Thank you Stephanie.

From: Stephanie Shealey <sshealey@kittelson.com>
Sent: Tuesday, May 30, 2023 10:18 AM
To: John E. Kruse <jekruse@clermontfl.org>
Subject: Re: 23063 Mini ER Clermont

Yeah, I am good with this.

Stephanie Shealey, PE, PTP, PTOE

Senior Engineer
(she/her)

[Kittelson & Associates, Inc.](#)
Transportation Engineering / Planning
225 East Robinson Street, Suite 355
Orlando, FL 32801
407.540.0555
407.373.1144 (direct)

[Kittelson Bio](#)
[LinkedIn Bio](#)

From: John E. Kruse <jekruse@clermontfl.org>
Sent: Tuesday, May 30, 2023 10:06 AM
To: Stephanie Shealey <sshealey@kittelson.com>
Subject: FW: 23063 Mini ER Clermont

[External Sender]

Good morning Stephanie,

I hope you had a great Memorial Day Weekend. I wanted to see if you could give provide a quick look at this and give your thoughts.

Thanks,
John

From: Ayman As-Saidi <aha@trafficmobility.com>
Sent: Friday, May 26, 2023 4:23 PM

To: John E. Kruse <jekruse@clermontfl.org>
Cc: 23063 MINI ER - CLERMONT <23063@trafficmobility.com>
Subject: 23063 Mini ER Clermont

Good Afternoon John,

Hope you are doing well. As a follow up to our last conversation related to the Mini ER project that will replace the existing CVS building in Clermont, please find attached the Trip Generation Memorandum in support of the new Mini ER project. Please let us know if you have any questions. Thank you and have a wonderful holiday weekend.

Best Regards,

Ayman Saidi, PE
Director of Engineering
TRAFFIC & MOBILITY CONSULTANTS LLC
Office: (407) 531-5332
Cell: (407) 730-1473

From: John E. Kruse <jekruse@clermontfl.org>
Sent: Friday, May 19, 2023 11:37 AM
To: Ayman As-Saidi <aha@trafficmobility.com>
Subject: FW: Mini ER in Clermont

FYI

From: John E. Kruse
Sent: Wednesday, May 17, 2023 3:53 PM
To: Regina McGruder <rmcgruder@clermontfl.org>
Subject: FW: Mini ER in Clermont

From: Stephanie Shealey <sshealey@kittelsohn.com>
Sent: Wednesday, May 17, 2023 2:53 PM
To: John E. Kruse <jekruse@clermontfl.org>
Subject: Re: Mini ER in Clermont

If they are showing a reduction in trip generation (as I would expect), they do not need to do any traffic analysis.

Stephanie Shealey, PE, PTP, PTOE

Senior Engineer
(she/her)

Kittelsohn & Associates, Inc.
Transportation Engineering / Planning
225 East Robinson Street, Suite 355
Orlando, FL 32801
407.540.0555

[Kittelsohn Bio](#)

[LinkedIn Bio](#)

From: John E. Kruse <jekruse@clermontfl.org>
Sent: Wednesday, May 17, 2023 2:46 PM
To: Stephanie Shealey <sshealey@kittelsohn.com>
Subject: FW: Mini ER in Clermont

[External Sender]

Good afternoon Stephanie,

Can you please give me your thoughts on this and how to proceed.

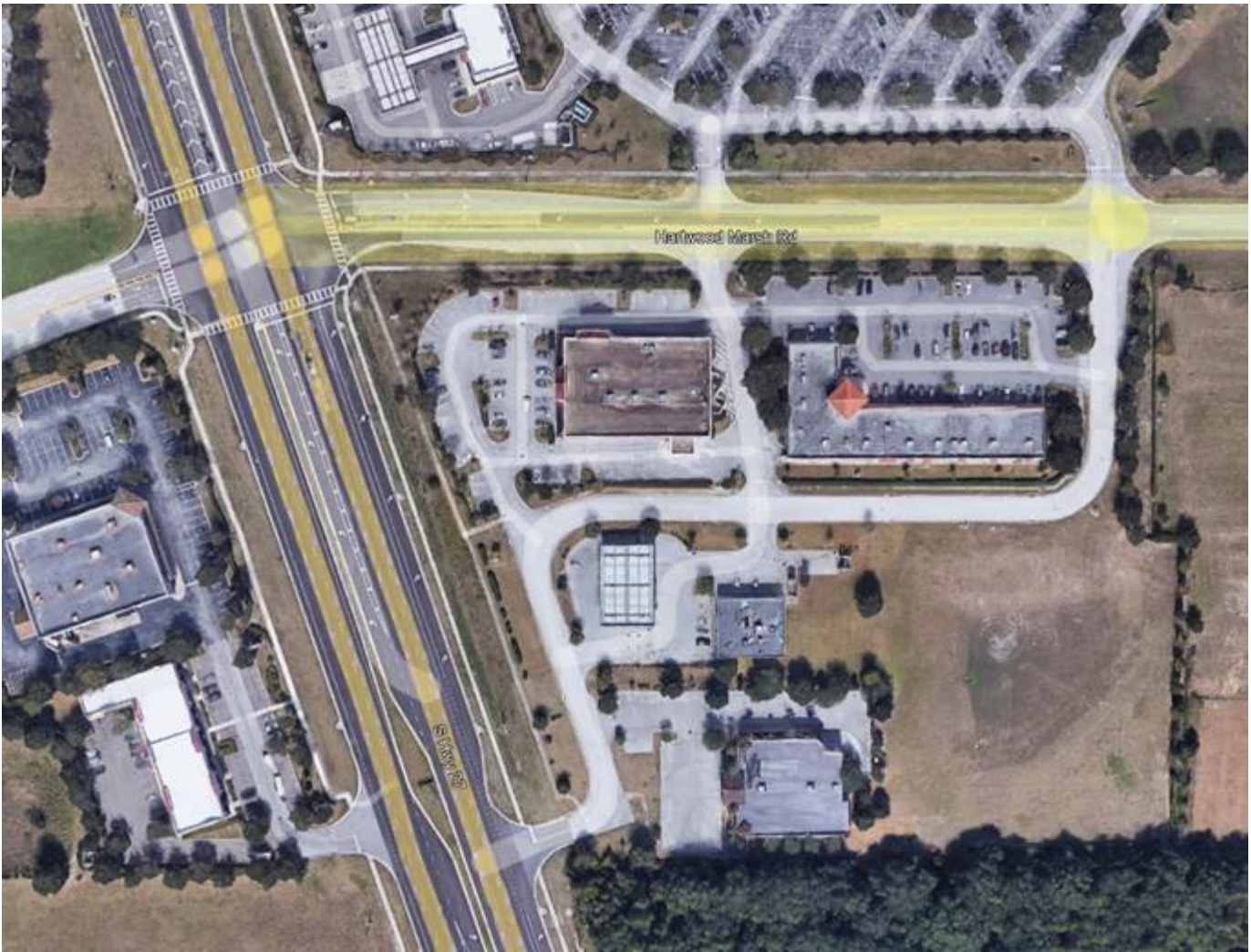
Thank you,
 John

From: Ayman As-Saidi <aha@trafficmobility.com>
Sent: Tuesday, May 16, 2023 4:30 PM
To: John E. Kruse <jekruse@clermontfl.org>
Cc: 23063 MINI ER - CLERMONT <23063@trafficmobility.com>
Subject: Mini ER in Clermont

Good Afternoon John,

Hope you are doing well. I just left you a voice message about a project we are working on in Clermont. There is an existing CVS Pharmacy building located in the southeast corner of the intersection of US 27 & Hartwood Marsh Road (as seen in the map below). The Developer is planning to convert this CVS building to a Mini-ER. The building will stay the same size, but they will do remodeling to the inside of the building only. We were asked to perform the necessary Traffic Analysis for the proposed Mini-ER. Given that there is an existing CVS on the site, I did a Trip Generation comparison (see table below) for the existing CVS and the proposed Mini-ER, and the results show that the proposed Mini-ER will generate considerable less traffic than the existing CVS Pharmacy. Having said so, I wanted to ask you what sort of Traffic Analysis would you be looking for to support the proposed Mini-ER facility? Please give me a call to discuss this in more details when you get a chance. Thank you.

ITE Code	Land Use	Size	Daily		AM Peak Hour		
			Rate	Trips	Rate	Total	Enter
881	Pharmacy/Drug Store with Drive-Thru	15.950 KSF	108.40	1,729	3.74	60	31
650	Free-Standing Emergency Room	15.950 KSF	24.94	398	1.12	18	9
Trip Difference with Conversion				(1,331)		(42)	(22)



Best Regards,

Ayman Saidi, PE
Director of Engineering



3101 Maguire Boulevard, Suite 265
Orlando, FL 32803
Office: (407) 531-5332
Cell: (407) 730-1473
Fax: (407) 531-5331
aha@trafficmobility.com

Website: <https://www.clermontfl.gov/>

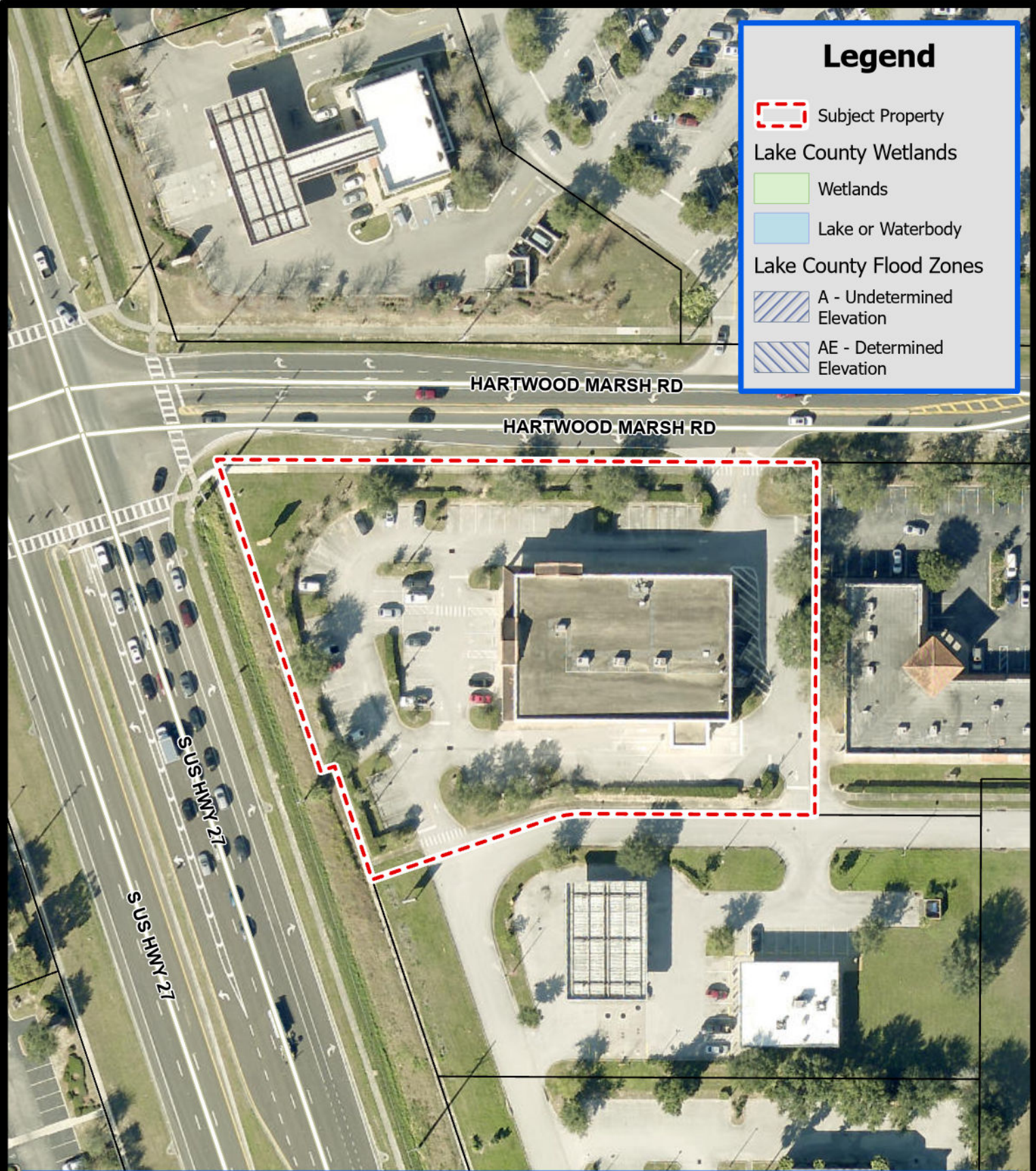
PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Website: <https://www.clermontfl.gov/>

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Website: <https://www.clermontfl.gov/>

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



Legend

 Subject Property

Lake County Wetlands

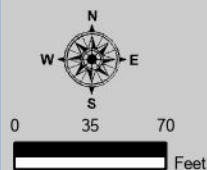
Wetlands

Lake or Waterbody

Lake County Flood Zones

A - Undetermined Elevation

AE - Determined Elevation



SVP Development Environmental Map

Clermont, FL

Project: SVP Development
Project #: 2038-1
File: Environmental
AltKey#: 3808696
PM: Sherie Lindh
Date: May 8th, 2023
Created By: C.Manno





CITY OF CLERMONT
CONDITIONAL USE PERMIT
APPLICATION

Date 6/1/2023		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Intuitive Health Emergency Clinic			
Applicant Tara L. Tedrow			
Contact Person Tara L. Tedrow			
Address 215 N Eola Drive	City Orlando	State Florida	Zip 32801
Telephone 407-418-6361	Fax N/A		
Email Tara.Tedrow@lowndes-law.com			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name CATA WINDS CORP (Agent- Valeria Polini)			
Owner Address 630 VASSAR ST, Unit 2506	City Orlando	State Florida	Zip 32804
Telephone +11 506-6171-7000	Fax N/A		
PROPERTY INFORMATION			
Address of Subject Property 4405 S Highway 27	City Clermont	State Florida	Zip 32804
General Location Property is located at the intersection of Hartwood Marsh Road and S US Highway 27.			
Legal Description & Alternate Key (include copy of survey) Alternate Key: 3808696			
Legal Description will not fit, please see the submitted word document, deed, and survey.			
Land Use (City verification required) Commercial			
Zoning (City verification required) C2- General Commercial			



CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**

Detailed Description of request (What are you proposing to do and why is it appropriate for this location?) Attach additional page if necessary.

Please see the attached word document titled executive summary.

Tara Tedrow

Applicant Name (print)

x 
Applicant Name (signature)

Manuel Polini V.P. - Cata Winds

Owner Name (print)

x 
Owner Name (signature)

*****NOTICE*****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

5/26/2020

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:	2023-028R

Date:	08/14/2023
Order Number:	9170021
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	52.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	08/29/2023 - 09/19/2023	Govt Public Notices
LEE dailycommercial.com	2	08/29/2023 - 09/19/2023	Govt Public Notices

Order Confirmation Amount	\$161.84
----------------------------------	-----------------

Ad Preview

LEGAL NOTICE

On Tuesday, September 5, 2023 at 6:30 PM, the Clermont Planning & Zoning Commission will consider a request for a Conditional Use Permit, to allow for an Emergency Health Clinic in the C-2 General Commercial District. The final hearing of the proposed request will be heard by the Clermont City Council on Tuesday, September 26, 2023 at 6:30 PM.

LOCATION

Located at the intersection of
Hartwood Marsh Road and
US Highway 27
(Alternate Key # 3808696)

All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

#9170021 8/29,9/19/23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 26, 2023		
Agenda Item Name		
Ordinance No. 2023-028 <i>Intro</i> <i>General Employee 401(a) Vesting Change</i>		
Requested Action		
Recommend approval of revised vesting change to the General Employee 401(a) Defined Contribution plan.		
Staff Report		
The city currently contributes 10% of a general employee's (non-Union) salary to a 401(a) Defined Contribution account beginning after 12 months of service. The current vesting schedule is at 5 years the employee is 50% vested, 6 years - 60%, 7 years - 70%, 8 years - 80%, 9 years - 90% and fully vested at 100% at 10 years of service. In an effort to be more competitive and improve recruitment and retention, staff recommends the vesting schedule be revised to allow 100% vesting at the completion of 5 years of service. The change would be effective October 10, 2023 and would apply to all general employees actively employed as of October 10, 2023.		
Additional Analysis		
Fiscal Impact Summary		
The City currently budgets and contributes 10% of all general employees' salary to the 401a defined contribution plan. It is difficult to estimate how long an employee will remain employed with the City of Clermont. Out of the 222 active "eligible" employees, 123 have less than 5 years of service, 44 have 5-9 years of service, and 55 have 10 years of service or more. Any city contributions on behalf of an employee who terminates prior to vesting remain in the fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-028 - 401(a) Defined Contribution Plan amendment	Ord. 2023-028 - 401(a) Defined Contribution Plan amendment.pdf	
2. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-028

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING AMENDMENT ONE TO THE 401(A) CITY OF CLERMONT DEFINED CONTRIBUTION RETIREMENT PLAN FOR EMPLOYEES; AMENDING THE VESTING PROVISION OF THE PLAN TO FIVE (5) YEARS AND THE “BREAK-IN SERVICE” RULES; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Ordinance No.: 315-C, the City Council of the City of Clermont adopted the defined contribution retirement plan for City employees to include the approval an adoption agreement to implement the plan; and

WHEREAS, for purposes of recruitment and retention of employees, the City Council finds that it is in the best interest of the City of Clermont to reduce the vesting period from ten (10) years to five (5) years and revise the “break-in service” rules.

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

SECTION 1:

The City Council of the City of Clermont, Florida does hereby approve and authorizes the Mayor to execute Amendment One to the 401(A) City of Clermont Defined Contribution Retirement Plan Adoption Agreement attached hereto and incorporated herein as Exhibit “A”. All other provisions of the Adoption Agreement as adopted by Ordinance No.: 315-C shall remain unchanged and in full force and effect. The City Council further authorizes the City Manager to perform any and all acts necessary and appropriate to implement Amendment One adopted hereunder.

SECTION 2: CONFLICT AND REPEAL

Any portion of the City Code, the City Land Development Code or any ordinance or resolution or part thereof in conflict with this ordinance is hereby repealed to the extent of such conflict.

SECTION 3: SEVERABILITY

It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4: EFFECTIVE DATE

This Ordinance shall be published as provided by law and shall become law and shall be effective as of October 10, 2023.

First Reading this 26th day of September, 2023.

Second Reading this 10th day of October, 2023.



CITY OF CLERMONT
ORDINANCE NO. 2023-028

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of October, 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

Exhibit A

AMENDMENT NUMBER ONE TO THE 401(A) CITY OF CLERMONT DEFINED CONTRIBUTION PLAN

BY THIS AGREEMENT, 401(a) City of Clermont Defined Contribution Plan (herein referred to as the "Plan") is hereby amended as follows;

Effective October 10, 2023, except as otherwise provided herein:

1. The section of the Adoption Agreement entitled "VESTING" is amended as follows:

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))

- a. ☐ N/A (no Employer contributions; skip to Question 19)
- b. ☒ The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions

- c. ☐ N/A (no Employer contributions (other than matching contributions); skip to f.)
- d. ☐ 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e. ☒ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
 - 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. ☐ Cliff: 100% vesting after _____ (not to exceed 15) years
 - 5. ☒ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
<u>0-4 years of service</u>	<u>0</u> %
<u>5 years of service</u>	<u>100</u> %

Vesting for Employer matching contributions

- f. ☒ N/A (no Employer matching contributions)
- g. ☐ The schedule above will also apply to Employer matching contributions.
- h. ☐ 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i. ☐ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
 - 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. ☐ Cliff: 100% vesting after _____ (not to exceed 15) years
 - 5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

NOTE: If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

Effective October 10, 2023, except as otherwise provided herein:

2. The section of the Adoption Agreement entitled "APPENDIX A" is amended as follows:

A. **Special effective dates** (leave blank if not applicable):

- a. ☒ **Special effective date(s):** Special Effective Date October 10, 2023: The Employer elects to no longer apply Break-in-Service rules for Rehired Employees. Rehired Employees are to be treated as new hires, in accordance with Sections 3.2 and 3.5 of the base plan document. For the period prior to October 10, 2023, beginning July 1, 2022, the Employer applied Break-in-Service rules for rehired employees in compliance with selections in Appendix A, Section B, Subsection c.1.a and c.1.b, related to the application of "rule of parity" provisions for eligibility and vesting purposes. Any Former Employee who had been a Participant and was reemployed by the Employer, that Employee was treated as a Participant as of their reemployment date. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance))

B. **Other permitted elections** (the following elections are optional):

- a. ☐ **No other permitted elections**

The following elections apply (select one or more):

- b. ☒ **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. ☐ **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan.(select 1. or 2.)
1. ☐ **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(e)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
- a. ☐ eligibility purposes
- b. ☐ vesting purposes
2. ☐ **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
- a. ☐ all Break-in-Service rules set forth in such Sections.
- b. ☐ only the following: _____ (specify which provisions apply to the Plan)
- d. ☐ **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: _____ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. ☐ **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)
1. ☐ **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
- a. ☐ joint and 100% survivor annuity
- b. ☐ joint and 75% survivor annuity
- c. ☐ joint and 66 2/3% survivor annuity
2. ☐ **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
- a. ☐ 100% of a Participant's interest in the Plan.
- b. ☐ _____% (may not be less than 50%) of a Participant's interest in the Plan.
- f. ☐ **Limitation Year** (Plan Section 1.30). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. ☐ **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. ☐ Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": _____.
- h. ☐ **Recognition of Service with other employers** (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

	Eligibility	Vesting	Contribution Allocation
1. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
2. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
3. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
4. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
5. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
6. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
Limitations			
7. ☐ The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/19)	a. ☐	b. ☐	c. ☐
i. ☒ Other vesting provisions. The following vesting provisions apply to the Plan (select one or more):			
1. ☒ Special vesting provisions. The following special provisions apply to the vesting provisions of the Plan: <u>Pre-amendments vesting schedule is as follows: 0-4 years of service - 0%, 5 years of service - 50%, 6 years of service - 60%, 7 years of service - 70%, 8 years of service - 80%, 9 years of service - 90% and 10 years of service - 100%</u> (must be definitely determinable and satisfy the parameters set forth at Question 17)			
2. ☒ Pre-amendment vesting schedule. (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.): Applicable Participants. The vesting schedules in Question 17 only apply to: a. ☐ Participants who are Employees as of _____ (enter date). b. ☒ Participants in the Plan who have an Hour of Service on or after <u>October 10, 2023</u> (enter date). c. ☐ Participants (even if not an Employee) in the Plan on or after _____ (enter date). d. ☐ Other: _____ (e.g., Participants in division A. Must be definitely determinable.)			
j. ☐ Minimum distribution transitional rules (Plan Section 6.8(e)(5))			
NOTE: This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants. The "required beginning date" for a Participant is: 1. ☐ April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply) 2. ☐ April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996): a. ☐ A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply: 1. ☐ N/A (annuity distributions are not permitted) 2. ☐ Upon the recommencement of distributions, the original Annuity Starting Date will be retained. 3. ☐ Upon the recommencement of distributions, a new Annuity Starting Date is created. b. ☐ A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below: 1. ☐ The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.			
k. ☐ Other spousal provisions (select one or more)			
1. ☐ Definition of Spouse. The term Spouse includes a spouse under federal law as well as the following: _____			

2. ☐ **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
3. ☐ **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
1. ☐ **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: _____
- m. ☐ **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: _____ (must be definitely determinable).
- n. ☐ **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): _____
- o. ☐ **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
 1. ☐ The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
 2. ☐ The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: _____ (specify which provisions apply and/or modified)
- p. ☐ **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)
 In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
Limitations. The following limitations apply to these in-service distributions:
 1. ☐ The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
 2. ☐ N/A (no limitations)
 3. ☐ The following elections apply to in-service distributions at age 62 (select one or more):
 - a. ☐ The minimum amount of a distribution is \$_____ (may not exceed \$1,000).
 - b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. ☐ Distributions may only be made from Accounts which are fully Vested.
 - d. ☐ In-service distributions may be made subject to the following provisions: _____ (must be definitely determinable and not subject to discretion).
- q. ☐ **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

The Employer executes this Amendment on the date specified below.

City of Clermont

Date: _____

By: _____
 EMPLOYER

**AMENDMENT NUMBER ONE TO
401(A) CITY OF CLERMONT DEFINED CONTRIBUTION PLAN**

**SUMMARY PLAN DESCRIPTION
MATERIAL MODIFICATIONS**

**I
INTRODUCTION**

This is a Summary of Material Modifications regarding the 401(a) City of Clermont Defined Contribution Plan ("Plan"). Unless stated otherwise, the modifications described in this summary are effective as of October 10, 2023. This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

**II
SUMMARY OF CHANGES**

1. ARTICLE V - VESTING:

What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

· rollover contributions

Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Periods of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

Employer Contributions

Your "vested percentage" in your account attributable to Employer contributions is determined under the following schedule. You will always, however, be 100% vested in these contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Vesting Schedule Nonelective Contributions	
Periods of Service	Percentage
0-4 years of service	0%
5 years of service	100%

Pre-Amendment Schedule. However, the vesting schedule in the Plan has been amended. If you have completed 3 Periods of Service with your Employer as of the expiration of the election period, you may elect to have your "vested percentage" determined under the pre-amendment vesting schedule. Your election period will commence on the adoption date of the amendment changing vesting and will end 60 days after the later of (a) the adoption date of the amendment, (b) the effective date of the amendment, or (c) the date you receive written notice of the amendment from your Employer or Administrator. However, if the vesting pre-amendment vesting schedule below applies to any Participants, then the schedules above under "Vesting schedules" will only apply to Participants in the Plan who have an Hour of Service on or after October 10, 2023.

Special Vesting Provisions

· Pre-amendments vesting schedule is as follows: 0-4 years of service - 0%, 5 years of service - 50%, 6 years of service - 60%, 7 years of service - 70%, 8 years of service - 80%, 9 years of service - 90% and 10 years of service - 100%

Contact the Plan Administrator for additional information if you are not sure if this affects you.

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:	09/20/2023
Order Number:	9304660
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	48.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	09/26/2023 - 09/26/2023	Govt Public Notices
LEE dailycommercial.com	1	09/26/2023 - 09/26/2023	Govt Public Notices

Order Confirmation Amount	\$85.84
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Ad Preview

LEGAL NOTICE

On Tuesday, October 10, 2023 at 6:30 PM the Clermont City Council will consider the final enactment of the following proposed ordinance.

ORDINANCE NO. 2023-028

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING AMENDMENT ONE TO THE 401(A) CITY OF CLERMONT DEFINED CONTRIBUTION RETIREMENT PLAN FOR EMPLOYEES; AMENDING THE VESTING PROVISION OF THE PLAN TO FIVE (5) YEARS AND THE "BREAK-IN SERVICE" RULES; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE..

The public hearings are held at the City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment.

The proposed ordinance may be inspected at the Clermont City Clerk's office (City Hall, 2nd floor) Monday through Friday, 8 a.m. to 5 p.m.

Please be advised that under state law, any person deciding to appeal a public hearing decision will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.
Tracy Ackroyd Howe, MMC
City Clerk

#9288628 Sept 26, 2023