



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, October 10, 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

White Cane Safety Day

Hispanic Heritage Month

PRESENTATIONS

2023 Achievement of Excellence in Procurement Award

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 September 12 and 26, 2023 Council Meetings, and September 20, 2023 Final Budget Public Hearing.

Item No. 2 - Grant Application and Budget Amendment

Consider approval for submission of Hazard Mitigation Grant Program (HMGP) application for replacement of the emergency generator at Fire Station #3 and budget amendment in the amount of \$117,569. The federal share is \$88,177 and the City's share is \$29,390.

Item No. 3 - Resolution No. 2023-044R

Consider approval of real property list in accordance with Senate Bill 102.

Item No. 4 - Resolution No. 2023-045R and Budget Amendment

Consider approval to purchase the property located at 650 W. Montrose Street and a budget amendment in the amount of \$900,000.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, October 10, 2023**

Item No. 5 - Lake County Sheriff's Office
Agreement

Consider approval of LCSO agreement for dispatch services from October 1, 2023 to September 30, 2024 in the budgeted amount of \$484,200.

Item No. 6 - Employment Policies Manual
Amendment
Storm Leave

Consider amending the Employment Policies Manual, Chapter 4: Compensation/Salary Administration, Section 4.8 Storm or Other Disaster Pay and Leave.

UNFINISHED BUSINESS

Item No. 7 - Variance Request *Withdrawn*
Valor Lakes

This item has been withdrawn.

Item No. 8 - Ordinance No. 2023-028 *Final*
General Employee 401(a) Vesting Change

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

NEW BUSINESS

Item No. 9 - Lien Reduction Request

Consider lien reduction request on two parcels off Roane Road and Hwy 27.

Item No. 10 - Lien Reduction Request

Consider lien reduction request for property on Bloxam Ave.

Item No. 11 - Variance Request
274 Crystal Lake Drive

Consider a request for a front yard setback of 15 feet instead of 25 feet for an addition to an existing home and to allow a driveway within five (5) feet of the side yard property line.

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.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, October 10, 2023**

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

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

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

PROCLAMATION

Whereas, according to the American Foundation for the Blind, more than 500,000 of Florida's citizens have vision difficulties; and

Whereas, persons with disabilities are part of the community and have the right to safe and functional use of the streets, highways, sidewalks, walkways, public buildings, public facilities, other public places, places of public accommodation, places of amusement and other places to which the public is invited; and

Whereas, the white cane gives persons who are blind and visually impaired the freedom to travel independently and to participate in the life of their communities; and the white cane serves as a tangible reminder that persons who are blind and visually impaired are independent, self-reliant, mobile and capable; and

Whereas, the White Cane Law, FS316.1301, gives persons who are blind or visually impaired the same right as all citizens to the full and free use of the streets, highways, sidewalks and other public places; and

Whereas, by joint resolution approved on October 6, 1964 (Public Law 88-628, as amended), U.S. Congress designated October 15 of each year as White Cane Safety Day to recognize the contributions of Americans who are blind or have low vision.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the 15th of October, Two Thousand and Twenty Three as:

White Cane Safety Day

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 10th Day of October in the year Two Thousand and Twenty Three.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

PROCLAMATION

Whereas, as a community that is committed to celebrating our diversity, the City of Clermont is proud to join in the national celebration of Hispanic Heritage Month to recognize the contributions and accomplishments of Hispanic Americans; and

Whereas, Hispanic Americans have had a lasting impact on the United States, helping to make our nation, state, region and community stronger; and

Whereas, in Clermont, Hispanic Americans represent numerous and distinct cultures, shaping our community into a vibrant, welcoming city; and

Whereas, this year's national Hispanic Heritage Month theme is "We Are All, We Are One," which showcases the diversity as well as the unity within the Hispanic community; and

Whereas, Hispanic Heritage Month provides us the opportunity to learn about the cultures that have helped to shape our country, reminding us that cultural heritage is something that must be recognized, celebrated and shared; and

Whereas, as we celebrate Hispanic Heritage Month, our community reaffirms its collective commitment to inclusion as we continue our efforts to ensure that every single person who calls our city home feels equally valued and has equitable access to opportunities that help them thrive.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the month of September 15 – October 15, Two Thousand and Twenty Three as:

Hispanic Heritage Month

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 10th Day of October 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
September 12, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, September 12, 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 Entsuh, Pines, Gonzalez and Purvis.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was followed by the Pledge of Allegiance.

PROCLAMATIONS

City Clerk Howe read three (3) proclamations aloud.

Constitution Week, Marcelaine Lewis accepted the proclamation. Ms. Lewis, Regent of the Tomoka Chapter, expressed appreciation for the proclamation.

Childhood Cancer Awareness Month, Jessica Messer accepted the proclamation. Ms. Messer expressed appreciation to the city for bringing awareness to the community.

National Ballroom Dance Week, Alberto Hoyos accepted the proclamation. Mr. Hoyos expressed appreciation for the proclamation.

PUBLIC COMMENTS

Stephen Franklin, President of Chain of Lakes Foundation, 378 12th Street – expressed concern regarding building a parking lot at the lakefront.

Vincent Neimic, 4569 Barrister Drive - thanked Council and staff for the 9/11 ceremony.

Chandra Myers, 1040 Glenraven Lane - spoke on protecting the lakes.

Charlene Forth, 939 W. Desoto Street - spoke regarding waterfront and parking lot.

REPORTS

CITY MANAGER REPORT

- Wine Stroll on Friday, September 15.
- September 19 will be a community visioning workshop at the Clermont City Center to update codes.
- Thanked the Police Department and Fire Department for the 9/11 ceremony.

CITY ATTORNEY REPORT –

No report.

CITY COUNCIL REPORT

Council Member Purvis –

- Attended the 9/11 ceremony, it was well attended and organized.
- Attended funeral service for George Hovis, long time attorney in the city.

Council Member Entsuh – No report.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 12, 2023

Council Member Pines –

- Expressed appreciation to Police Chief and Fire Chief.

Council Member Gonzalez – No report.

Mayor Murry –

- Attended the Police Department Promotion Ceremony.
- Today is National Police Women’s Day.
- Mayor’s lunch was held last week at Amore’s.
- 9/11 ceremony was amazing and one of the best he has attended.

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 – Plat Approval	Consider plat approval of phase 3 of the Shoppes at Hammock Ridge Crossing located between US 27 and Hammock Ridge Road near the intersection.
Item No. 2 – Resolution No. 2023-030R	Consider approval of Fiscal Year 2023 Budget Amendment to the Capital Projects Fund, ARPA Fund, Water Fund, Sewer Fund and Stormwater Fund.
Item No. 3 – Clermont Police Officer Local 6013 And Sergeants 6014 Collective Bargaining Agreement Amendment.	Consider approval of the first amendment to the Police Officer Union CBA for the period October 1, 2020 - September 30, 2024, Article 31 Wages.
Item No. 4 – Term Contract Award <i>Fireworks Display Services</i>	Consider approval to award term contract to Four Seasons Display, Inc.
Item No. 5 – Piggyback Term Contract <i>Sports Lighting</i>	Consider approval to piggyback the Sourcewell term contract with Musco Sports Lighting, LLC. to provide equipment, maintenance services and installation.
Item No. 6 – Resolution No. 2023-035R <i>McKinney Park</i>	Consider approval of the contract to purchase in the budgeted amount of \$624,000, paid by park impact fees.
Item No. 7 – Resolution No. 2023-038R <i>New Beginnings of Central Florida</i>	Consider approval of a Utility Easement Vacation Request, Alternate Key No. 3801361.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 12, 2023

- | | |
|---|---|
| Item No. 8 – Event and Event Road Closure Request
<i>Veteran’s Day</i> | Consider the event with road closures (parade), on City property on November 11, 2023 at West Park and continue to Waterfront Park. |
| Item No. 9 – Clermont Main Street Harvest Festival and Hometown Holiday Event and Road Closure Request. | Consider approving two (2) events with road closures on October 28, 2023 from 8am to 6pm, and November 11, 2023 from 12pm to 9pm. |
| Item No. 10 – Election Results Acceptance | Acceptance of the results for the Municipal Primary Election held on August 22, 2023 for Seat No. 4. |

Council Member Pines moved to approve Consent Agenda Items 1-10; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 11 – Joint Planning Area (JPA) Review, Green Mountain/Old SR 50 PUD

Development Services Planning Manager Kruse stated that city staff is requesting comments from the City Council regarding a proposed project within the Joint Planning Area (JPA) being considered in Lake County. The project, Green Mountain Planned Unit Development, consists of 123 vacant acres located along Old Highway 50, south of the turnpike, north of Plaza Collina, east of CR 455 and west of the Orange County line. The applicant, Thomas Daly (Daly Design Group), has proposed the development of 192 single family residential homes and 342 multifamily units for a total of 534 dwelling units. The applicant is requesting to change the existing Future Land Use Designation in Lake County from 4 dwelling units per acre up to 12 dwelling units per acre. The development application also includes a rezoning request to (PUD) Planned Unit Development. The applicant will be requesting water and sewer service from the City of Clermont.

The applicant is requesting several waivers within the PUD, which would waive JPA requirements. Staff has identified items within the PUD that do not meet the JPA requirements. The Clermont JPA requires a minimum 75-ft lot size for single family homes. The proposed development is requesting 50 foot lots. In addition, a PUD conceptual plan showing the layout of the project has not been submitted and additional items may not meet the Clermont JPA, such as right-of-way width and minimum lot sizes. Staff is requesting your comments and recommendations for this project. These comments will be forwarded to Lake County Planning and Zoning and the Lake County Board of County Commissioners. Staff is not in support of this project since it does not meet the JPA standards.

Rick McCoy was present on behalf of the applicant and is available for questions.

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

City Manager Bulthuis clarified that this is an application going forward in Lake County, the project is next to the City of Clermont. The applicants are requesting water and sewer service which the city has not approved. There has not been formal application with density and usage as the document submitted by the applicant was incomplete.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 12, 2023

Discussion ensued on the city's water system being able to handle this project. The applicant is not requesting annexation into the city, only request is for utilities.

Council asked for clarification on the incomplete state of the application. Mr. McCoy explained that the applicant is asking for a zoning change to have guidance on how to proceed with the project. With the city having a JPA agreement, the applicant would return to Council with the proposed finished project.

Annexation requests were discussed on properties that get approval from the County to build and then request utilities from the city. The City Council would like applicants to request utilities from the city prior to approval from Lake County.

Mr. McCoy asked the Council for comments on what they would like to see in order to receive a positive recommendation.

City Attorney Mantzaris stated that the application before Council is for a recommendation and cautioned on redesigning the project.

City Attorney Mantzaris stated that staff's recommendation was to tell the County you are opposed to the application based on the facts that staff presented in their memo.

Council Member Purvis motioned approve staff's recommendation; Seconded by Council Member Gonzalez.

City Attorney Mantzaris clarified that approving staff's recommendation was conveying to the county that council objects to the rezoning application.

Passed unanimously 5-0 with all members present voicing aye.

NEW BUSINESS

Item No. 12 – Variance Request, Valor Lakes

Development Services Director Henschel presented the item. The applicant, Valor Lakes, is requesting a variance to allow for a 264 square foot wall sign, which exceeds the maximum 200 feet permitted by the Land Development Codes, Section 117-15. The subject property is located at 12626 US Highway 27, and the current zoning is Planned Unit Development (PUD). The PUD allows C-2 General Commercial permitted uses. The signage for the PUD must comply with the Clermont Codes, Chapter 117-15 Permitted Signs.

The request for the larger wall sign with a 264 square foot area may be considered out of character with other similar signs in the same zoning category. The proposed signage would be 64 square feet over the maximum permitted for primary wall signs. The code allows a maximum 200 square foot copy area which has proven adequate to protect and maintain visual integrity of roadway corridors within the city.

Section 101-246 of the Land Development Code requires a positive finding on all the review criteria and findings in order to grant a variance; the application has been reviewed as presented and the application does not meet a positive finding on all the review criteria. Therefore, staff recommends denial of the variance request to the Land Development Codes.

The applicants Colin Myers and Scott Homan were present. Mr. Myers gave a summary of his company and how they help veterans. Mr. Homan stated that the building is canted in a southern direction and is

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 12, 2023

challenging to see. The proposed signage will be more visible.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street - spoke in opposition.

Anthony Grove, 1105 Sadie Ridge Rd. - spoke on adhering to the standards.

Charlene Forth, 939 W. Desoto Street – spoke about application fees.

Mayor Murry closed the public hearing.

Council discussed reducing the size and alternatives to the lettering. A consensus was made that the sign code needs more clarification and council has been strict on sign variance applications.

Development Services Director Henschel informed Council on the alternatives they offered the applicants for their sign. Council suggested that the applicants work with city staff and return to Council at a later date.

Council Member Purvis motioned to table the item to October 10 to allow applicant to work with staff; Seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

Item No. 13 – Resolution No. 2023-023R, Volkswagen of Clermont CUP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW AN AUTOMOTIVE SERVICES AND SALES USE, AND A BUILDING OVER 20,000 SQUARE FEET IN THE C-2 GENERAL COMMERCIAL DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Development Services Planning Manager Kruse presented the item. The applicant, Merideth Nagel, Esq., is requesting a Conditional Use Permit (CUP) to allow for automotive services and sales use and a building over 20,000 square feet in the C-2 General Commercial District. The property is located northwest of the US 27 and SR 50 intersection. The future land use is Commercial and the property consists of 8.6 +/- acres. The site is currently vacant and it used to have direct access to US 27 from Highland Avenue, which was closed due to the construction of the improved interchange at US 27 and SR 50. The primary access points to the site are Millholland Street and Almond Street, with a secondary access point from the frontage road via Highland Avenue. The property was formerly the site of the Clermont Motor Lodge and EMS station. This area has been undergoing a transformation from residential uses to commercial uses over the last several years.

The applicant is requesting the site to be used for a Volkswagen dealership. The dealership will utilize approximately 6 acres of the southern portion of the site and the northern 1.9 acres will be donated to the City of Clermont. To the north is vacant commercial, east is US Hwy 27, south is the Crown Lounge and Wendy's, to the west is an Electrical Substation, 40 ft. unimproved Right of Way (ROW), professional offices and residential. In addition, the applicant has acquired the ½ acre site adjacent to Wendy's and would like to use this site for a display area that fronts on SR 50. The applicant has requested a slight

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 12, 2023

increase in the glass display box square footage from 300 square feet to 330 square feet.

The applicant has conducted a Traffic Impact Analysis (TIA) that indicated traffic from the proposed use would generate less than 100 peak hour two-way next trips, which would classify it as a Tier 1, de minimis impact, and no operational improvements were identified. The current road access points were studied through field investigations as well for physical load demands placed upon the existing road network and it was concluded that several of the roads needed additional improvements. The applicant has agreed to fully fund and improve these road segments, consisting of a partial rebuild of Bloxam Avenue and Almond Street along with overlays of Millholland Street and Almond Street as well. These improvements will provide the necessary road support for the dealership operation along with users in the vicinity.

In reviewing a conditional use permit application, Section 101-212 (c) of the Land Development Code lists the general criteria for granting a conditional use permit. The granting of this conditional use permit is consistent with the Commercial Future Land Use designation in the comprehensive plan. The proposed use will not be detrimental to the health, safety or general welfare of persons residing or working the vicinity. The applicant is improving the current conditions of the road network, which would be an improvement to those residing or working in the area. The proposed use will comply with the regulations of the Land Development Code, such as landscaping, architectural guidelines, and stormwater retention. This particular location has experienced the loss of a direct US 27 access point via Highland Avenue, in which has made it challenging for commercial projects to be viable at this location. The proposed dealership would be a destination for specific users and this particular location would be considered desirable. Staff has reviewed the application and supporting material and recommends approval of Resolution 2023-023R with the added change from 300 square feet to 330 square feet. The Planning and Zoning Commission recommended approval, 6-0.

Meridith Nagel was present on behalf of the applicant. Ms. Nagel stated this can be a difficult site because of the access issues although the dealership will work well at that location. The previous proposal for this site was for 56 Townhomes, the dealership will be less intensive than that project.

In order to serve the community the dealership has agreed to do a complete rebuild at Bloxam Avenue, all the way to Almond Street and continue with an expansion at Almond Street intersection and additional overlays and restriping. The dealership is proud to provide financial support to benefit the community.

Mayor Murry opened the public hearing.

Stephanie Harding, 272 Nautica Mile Drive, representing Crown Lounge – in support of the dealership, expressed concerns regarding traffic flow and access points.

Charlene Forth, 939 W. Desoto Street – expressed concern regarding roads.

Mayor Murry closed the public hearing.

Council Member Purvis gave his thoughts on this parcel and stated that the road repairs will be approximately \$1 million that the applicant is paying for and relieves the city of spending money to repair the roads.

The topic of timeframes and routes of vehicle deliveries was discussed. Deliveries occur a couple times a week and the applicant expressed their willingness to change delivery times if that is a concern.

Discussion ensued regarding the location of the sign on SR 50. The project Engineer, Mitch Collins, stated

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 12, 2023

that the sign for Crown Lounge is adjacent to the Right of Way and sits on SR 50. The dealerships displays will be set back and will be far beyond the Crown Lounge sign. The intent is not to be next to their sign.

Mayor Murry disclosed he met with the application.

Council Member Purvis disclosed he had 2 (two) telephone conversations with the applicant's attorney.

Council Member Pines disclosed that she spoke with the applicant previously.

Council discussed their support of the project with Council Member Pines expressing her reserves with the location and stating she is not in support.

Council Member Purvis motioned to accept Resolution 2023-023R as presented with additional language to be developed by staff and applicant concerning delivery times and signage; Seconded by Council Member Entsua. Passed 4-1 with Council Member Pines opposing.

Item No. 14 – Real Property List, FL SB 102

Development Services Director Henschel explained that this item is in response to new state legislation. In March 2023, Senate Bill 102 became law with a majority of the bill covering the Live Local law that Florida counties and cities will be soon following. Within the bill is a requirement for municipalities to create a resolution and post a list of city-owned property that would be appropriate for use as affordable housing. Staff provided council with a list of city-owned properties that could be used for such use. The city has one parcel on Max Hooks Road that is 45 acres. Once reviewed and approved by the City Council, a resolution will come before City Council and will be posted on the city website.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street – asked for explanation on FL Senate Bill 102.

Mayor Murry closed the public hearing.

City Manager Bulthuis explained that there is a provision within the bill that all cities and counties have to look at every property they own and determine if it would be appropriate for affordable housing. When city staff reviewed this, the only piece of property was on Max Hooks Road. The County has to look at all its property as well. If this is approved by Council, staff will return with a resolution and publish on the website so developers can see any properties that could be used for affordable housing. This property has a lot of wetlands and somewhat of a landfill. Staff's recommendation is that there is a possibility they could take a small portion of it.

City Attorney Mantzaris clarified that the interpretation of the bill is that it only applies to properties not otherwise designated for a particular purpose.

State Representative Taylor Yarkosky was invited to the podium to speak on the FL Senate Bill 102. Mr. Yarkosky stated that this bill is a work in progress. He was not involved in any capacity of this bill but is committed to be a part of figuring it out.

Council Member Purvis moved to approve staff's recommendation; Seconded by Council Member Entsua. Passed unanimously 5-0 with all members present voicing aye.

Item No. 15 – Ordinance No. 2023-027, Parking Code Introduction

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 12, 2023

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.

City Clerk Howe read the title aloud.

Council Member Entsuah moved to introduce Ordinance No. 2023-027; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 12, 2023

ADJOURN: With no further comments, this meeting adjourned at 8:36pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
FINAL BUDGET PUBLIC HEARING
SEPTEMBER 20, 2023

CALL TO ORDER

The City Council met in a Special Meeting on Wednesday, September 20, 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.

Item No. 1 – Resolution No. 2023-036R – *Final FY 2023/2024 Ad Valorem Millage Rate*

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

Deputy City Clerk Wisniewski read into the record Resolution No. 2023-036R in its entirety.

City Manager Bulthuis thanked city staff for their work through the budget process. Mr. Bulthuis reviewed the time line of the budget work sessions and first budget public hearing where Council tentatively adopted 5.06 mills. The final budget public hearing is to formally set the millage rate and adopt a final budget.

Mr. Bulthuis presented a Power Point presentation regarding the millage rate and budget reviewing the projected General Fund and the Property Tax revenue. The rolled back rate of 4.6205 mills was discussed. He explained the city would have to cut approximately \$2 million from the current budget if the rolled back rate is adopted. City staff recommended Council adopt 5.06 mills, the same as last year.

City funds were reviewed including General Fund and Impact Fee Funds. The majority of the General Fund is allocated to public safety. Mr. Bulthuis reviewed the percentage of a tax bill that the city receives and the balance of the tax bill is receiving by other jurisdictions.

Mr. Bulthuis reviewed Clermont's millage rate compared to other municipalities in Lake County. Cities with fire fees were discussed and explained that they are a separate line item from taxes. Property Tax assessments of various Clermont properties were discussed and shown how an increase in a tax bill can vary.

Mayor Murry opened the Public Hearing.

Chandra Myers, 1040 Glen Raven Lane – spoke on rolling back the millage rate.

Dani Page, Tuscany Ridge – spoke about taxation without representation.

Anthony Groves, 1105 Sadie Ridge Rd. – expressed concern with the millage rate.

Charlene Forth, 939 W. Desoto Street – expressed concern with the millage rate.

Mayor Murry closed the Public Hearing.

City of Clermont
MINUTES
FINAL BUDGET PUBLIC HEARING
SEPTEMBER 20, 2023

The City Council explained that there is not an increase in the millage rate this year. The rolled back rate was discussed amongst Council.

Council Member Pines said that Council did not consider that rate since it had been seven (7) years since the last millage increase.

If the Council approved the rolled back rate, there would have to be cuts within the budget and Council did not want to lose any services the public receives.

Council Member Pines motioned to adopt Resolution 2023-036R as presented; Seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

Item No. 2 – Resolution No. 2022-037R – *Final FY 2023/2024 Budget*

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

Deputy City Clerk Wisniewski read into the record Resolution No. 2023-037R by title only.

Mayor Murry opened the Public Hearing.

Charlene Forth, 939 W. Desoto Street – expressed concern with the budget.

Dani Page, Tuscany Ridge – expressed concern with the budget.

Anthony Grove, 1105 Sadie Ridge Rd. – expressed concern with the budget.

Mayor Murry closed the Public Hearing.

Council Member Purvis motioned to adopt Resolution 2023-037R as presented; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

CLOSING COMMENTS

Mayor Murry thanked city staff for the budget process and invited residents to come to the budget workshops next year.

City of Clermont
MINUTES
FINAL BUDGET PUBLIC HEARING
SEPTEMBER 20, 2023

ADJOURN: With no further comments, this meeting adjourned at 7:31 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, September 26, 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 Entsuh, Pines, Gonzalez and Purvis.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PROCLAMATION

City Clerk Howe read a proclamation recognizing Fire Prevention Week. Mayor Murry presented the proclamation to Clermont Fire Departments Fire and Life Safety Educator Haley Wheeler, Fire Chief Ezell and senior staff.

Chief Ezell recognized the Fire Departments new employees: Fire Inspector Shasta Longley, Assistant Chief of Operations Kevin Hoey, Inspector Vertilus Joseph, Assistant Chief of Administration Rick Casler and Fire and Life Safety Educator Hayley Wheeler.

PUBLIC COMMENTS

Franklin Forth, 955 W. Desoto Street – expressed concern with Council.

Dani Page, Tuscany Ridge – expressed concern regarding Code Enforcement.

Banks Helfrich, 9100 Sams Lake Rd. – spoke on independent farming and sustainable living.

Charlene Forth, 939 W. Desoto Street – expressed concern on the budget and select enforcement.

REPORTS

CITY MANAGER REPORT

- CRA meeting on October 10 at 6pm before Council meeting at 6:30pm to adopt the CRA budget.
- October 3 is National Night Out.

Chief Broadway informed Council the event is from 5pm to 8pm at Waterfront Park. The community can come together with first responders to take a stance against crime. At 5:30pm, there will be an opening ceremony at the Highlander building.

CITY ATTORNEY REPORT

No report.

CITY COUNCIL REPORT

Council Member Entsuh –

- Thanked staff for the Sips and Salsa event.

Council Member Pines –

- Thanked city staff for their work on the budget process.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2023

Council Member Gonzalez –

- Played on the city team in the Battle for Hope.
- Attended the Sips and Salsa event.

Council Member Purvis –

- Apologized to the community for his actions at the Final Budget Public Hearing.

Mayor Murry –

- Attended Sips and Salsa event.
- Attended the Citizens Academy's second class at the Fire Department.
- Inquired about City Manager Bulthuis' evaluation process and due date.

The evaluation is due in April, City Attorney Mantzaris will review and revise the evaluation form and return to Council.

- Mayor's lunch will be held on October 3 at Clermont Café.

Council Member Purvis stated that the Chicago tribute band at the Clermont Performing Arts Center last Saturday was well done.

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 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 <i>Fire Station #1 Generator</i>	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.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2023

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.

Dani Page pulled Item No. 2 for further discussion.

Council Member Entsuaeh moved to approve Consent Agenda Items 1 and 3-7; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item 8 – Legislative Priorities

Dani Page, Tuscan Ridge - expressed concerns on Meet us in the Middle Plaza and 8th Street docks as a listed legislative priority. She inquired about these projects being listed as a priority, funding status for the project and whether there will be any workshops scheduled to discuss.

City Manager Bulthuis explained that State Representatives receive a list from cities of requests to apply for funds from the State. This is separate from the city's budget. There was an initial public meeting with conceptual ideas. The project is currently in the engineering stage where they are reviewing the number of boat slips and other feedback provided at the initial meeting.

Furthermore, in the last two years, the city has requested funding for fire stations. The State funding was cut for all city and county fire department projects. The listed priorities are requested for funding from the State so that the City is not having to fully fund those projects.

Council Member Purvis moved to approve Consent Agenda Item 2; Seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

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

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.

City Clerk Howe read the title aloud.

Development Services Director Henschel presented the item. 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 asterisk in section 115-14 that indicates parking is not required for multi-use developments within the Central Business District of

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2023

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 asterisk has also necessitated a few adjustments to the parking table as well.

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

Council Member Gonzalez moved to approve Ordinance No. 2023-027; Seconded by Council Member Pines. The motion passed by roll call vote 5-0.

NEW BUSINESS

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

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.

City Clerk Howe read the title aloud.

Development Services Planning Manager Kruse stated that 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. The property is 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 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 in affiliation with 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 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 from retail. Therefore, it would be considered a “de minimis” impact on the existing transportation network. Staff recommends approval of Resolution 2023-028R. The Planning and Zoning Commission recommended approval, 6-0.

Tara Tedrow, Lowndes Law is present on behalf of the applicant. Ms. Tedrow presented a PowerPoint presentation providing an overview of the project; CUP criteria; existing zoning and future land use; community benefits and the proposed site plan.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2023

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

Mayor Murry inquired about landscaping.

Mr. Kruse stated that the applicant will have to follow the current landscape code. The subject property does have their own irrigation well onsite.

Council Member Purvis moved to approve Resolution No. 2023-028R as presented; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

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

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.

City Clerk Howe read the ordinance title aloud.

Council Member Entsuh moved to introduce Ordinance No. 2023-028; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 26, 2023

ADJOURN: With no further comments, this meeting adjourned at 7:29 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2023		
Agenda Item Name		
Grant Application and Budget Amendment		
Requested Action		
Consider approval for submission of Hazard Mitigation Grant Program (HMGP) application for replacement of the emergency generator at Fire Station #3. This will require a budget amendment in the amount of \$117,569. The federal share is \$88,177 and the City's share is \$29,390.		
Staff Report		
The Fire Department is requesting approval to apply for the HMGP grant to replace a failing emergency back-up generator at Fire Station #3. The generator has become unreliable and has failed to start during natural disasters. The generator was identified by the Lake County Local Mitigation Strategy (LMS) as a priority project to support state and local mitigation goals and objectives. The grant application must be submitted by October 20th, 2023. The department is requesting a budget amendment in the amount of \$117,569. The HMGP grant is a 75% federal share (\$88,177) and 25% share for the city(\$29,390). The federal portion of the grant will be reimbursed upon closeout of the grant process. **The pricing for the existing grant is through the Florida Sheriffs Association contract which will have new pricing effective, October 1st, 2023. It is anticipated that the cost of the project will increase by as much as 20% by the time the grant is awarded. **		
Additional Analysis		
Fiscal Impact Summary		
Following the grant reimbursement, the net fiscal impact on the City of \$29,390 will be the Fire Department (City) share. There is a possibility, with a 20% price increase, that the city share would be \$35,271.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2022-06-13_LMSWG_Nicole Priority List	2022-06-13_LMSWG_Nicole Priority List.pdf	
2. April 2023 Station 3 Generator HMPG application revised	April 2023 Station 3 Generator HMPG application revised.docx	
3. 230510-007-DM City of Clermont - Fire Station #03 05-02-23	230510-007-DM City of Clermont - Fire Station #03 05-02-23.pdf	



Public Safety Department, Office of Emergency Management
P.O. Box 7800 • 425 W. Alfred St. • Tavares, FL 32778

June 14, 2023

Ms. Laura Dhuwe, State Hazard Mitigation Officer Florida
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: Hazard Mitigation Grant Program (HMGP) applications for FEMA 4673-DR-FL
Hurricane Nicole

Dear Mrs. Dhuwe:

The Lake County Local Mitigation Strategy (LMS) working group has approved by vote and prioritized the following projects for HMGP funding from this disaster. These projects align with our LMS goals and objectives as noted, and with the State's mitigation goals and objectives (in accordance with the Code of Federal Regulations44 §201.6).

Therefore, the Lake County LMS group presents the projects below in the order that they are to be considered for funding.

4673-DR-FL Hurricane Nicole

Funding Priority	Project Name or Description	Applicant	Goal/Objective Implemented	Estimated Total Project Cost	Estimated Federal Share
1.	Traffic Signal hardening -CR 44A and CR 439 intersection	Lake County BOCC	Lake County LMS - Goals 4,	\$760,000	\$570,000
2.	Groveland Emergency Bypass Generation Pumping at Phase 3 Lift Stations	Groveland	Lake County LMS - Goals 4, 7, & 9	\$436,000	\$327,000
3.	Astor Library Generator Installation	Lake County BOCC	Lake County LMS – Goals 3, 4, & 7	\$150,000	\$112,500
4.	Station 3 Generator	Clermont	Lake County LMS – Goals 3, & 4	\$117,569	\$88,177

P 352.343-9420 • F 352.343-9728
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5



Public Safety Department, Office of Emergency Management
P.O. Box 7800 • 425 W. Alfred St. • Tavares, FL 32778

5.	Public Safety Complex Generator Project	Fruitland Park	Lake County LMS - Goals 3,	\$125,000	\$93,750
6.	Improved drainage at the Fire station / communications tower and community sandbag site	Lake County BOCC	Lake County LMS - Goals 3,	\$100,000	\$75,000
7.	Traffic Signal hardening -CR 448 and CR 561	Lake County BOCC	Lake County LMS - Goals 4,	\$760,000	\$570,000
8.	Tavares Middle School -Storm Water Drainage Improvement Project	Lake County School Board	Lake County LMS - Goals 7, & 9	\$291,049	\$218,287
9.	Lake County, Countywide Public Safety Towers, Generators/Power Systems (3 of 5 for three sites)	Lake County BOCC	Lake County LMS – Goals 3, & 4	\$270,210	\$202,658
Total:				3,010,397	2,257,798

For further information or inquiry, please contact me at (352)357-6585 or SwansonM@Eustis.org.

Sincerely,
Mike Swanson, LMS Chair
Megan Milanese, County LMS

THIS SECTION FOR STATE USE ONLY

FEMA-11,-DR-FL

☐ Standard HMGP

☐ 5% Initiative Application

☐ Application Complete

☐ Initial Submission or

☐ Re- Submission

Support Documents

☐ Conforms w/ State 409 Plan

☐ In Declared Area

☐ Statewide

Eligible Applicant

☒ State or Local Government

☐ Private Non-Profit (Tax ID Received)

☐ Recognized Indian Tribe or Tribal Organization

Project Type(s)

☐ Wind

☐ Flood

☒ Other: Generator

Community NFIP Status: (Check all that apply)

☐ Participating Community ID#: _____

☐ In Good Standing ☐ Non-Participating ☐ CRS

LMS Ranking:

County:

Lake

State Application ID: 142094

(TIME-DATE STAMP HERE)

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Complete ALL sections and provide the documents requested. If you require technical assistance, contact the Florida Division of Emergency Management at **DEM_HazardMitigationGrantProgram@em.myflorida.com**.

Section I – Applicant

A. Applicant Instruction: Complete all sections that correspond with the type of proposed project

Application Sections I-IV:

All Applicants must complete these sections

Environmental Review:

All Applicants must complete these sections

Maintenance Agreement:

Any Applications involving public property, public ownership, or management of property

Flood Control – Drainage Improvement Worksheet:

Acquisition, Elevation, Dry Flood Proofing, Drainage Improvements, Flood Control Measures, Floodplain and Stream Restoration, and Flood Diversion – **one worksheet per structure**

Generator Worksheet:

Permanent, portable generators, and permanent emergency standby pumps

Tornado Safe Room Worksheet:

New Safe Room, Retrofit of existing structure, Community Safe Room, Residential Safe Room

Hurricane Safe Room Worksheet:

New Safe Room, Retrofit of existing structure

Wind Retrofit Worksheet:

Wind Retrofit projects only – one worksheet per structure

Wildfire Worksheet:

Defensible Space, Hazardous Fuels Reduction, Ignition Resistant Construction, other

Drought Worksheet:

Aquifers, other

Utility Mitigation Worksheet

Upgrades to sewer systems, upgrading electrical components for a utility, undergrounding electrical systems, etc.

Request for Public Assistance Form:

FEMA Form 90-49 (Request for Public Assistance): All applicants must complete, if applicable.

Acquisition Forms:

If project type is Acquisition, these forms must be completed.

(Only one of the two *Notice of Voluntary Interest* forms is necessary.)

Model Statement of Assurances for Property Acquisition Projects

Declaration and Release

Notice of Voluntary Interest (Town Hall Version)

Notice of Voluntary Interest (Single Site Version)

Statement of Voluntary Participation

FEMA Model Deed Restriction Language

Application Completeness Guidance / Checklist :

All applicants are recommended to complete this checklist and utilize the guidance for completing the application.

B. Applicant Information:

FEMA-4673-DR-FL

DISASTER NAME: Ian

Title of Project: Station 3 Generator

1. Applicant (Organization): **City of Clermont Fire Department**
2. Applicant Type: ☒ State or Local Government ☐ Native American Tribe ☐ Private Non-Profit ☐ Special District
3. County: **Lake**
4. State Legislative Senate District(s): **32**; State Legislative House District(s): **22** ;
Congressional House District(s): **FL15**
5. Federal Tax I.D. Number: **59-6000290**
6. Data Universal Numbering System (DUNS): **619250710**
7. Federal Information Processing Standards (FIPS) Code*: **069-12925-0** (*if your FIPS code is not known, see guidance)
8. National Flood Insurance Program (NFIP) Community Identification Number: **120133**
(this number can be obtained from the FIRM map for your area)
9. **Point of Contact:** (Applicant staff serving as the coordinator of project)

☒ Ms. ☐ Mr. First Name: **Rick** Last Name: **Casler**
Title: **Assistant Chief Administration**
Address: **439 W. HWY 50**
City: **Clermont** State: **FL** Zip Code: **34711**
Telephone: **352 241-2217** Email: **rcasler@clermontfl.org**

10. Application Prepared by:

☒ Ms. ☐ Mr. First Name: **Kathy** Last Name: **Johnston**
Title: **Assistant Chief Administration**
Address: **439 W. HWY 50**
City: **Clermont** State: **FL** Zip Code: **34711**
Telephone: **352-241-2213** Email: **kjohnston@clermontfl.org**
Organization: **City of Clermont, Florida**

11. Authorized Applicant Agent (proof of authorization authority required)

☐ Ms. ☒ Mr. First Name: **Tim** Last Name: **Murry**
Title: **Mayor**
Address: **685 W. Montrose Street**
City: **Clermont** State: **FL** Zip Code: **34711**
Telephone: **352-241-7358** Email: **tmurry@clermontfl.org**

Signature: _____

Date: _____

12. Local Mitigation Strategy (LMS) Compliance

- a. All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List, and on file with FDEM's Mitigation Bureau Planning Unit. Does your jurisdiction have a current FEMA Approved Mitigation Plan and this project is listed? ☒ Yes ☐ No
- b. Attached is a letter of endorsement for this project from the county's LMS Coordinator. ☒ Yes ☐ No
Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project.
- c. The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within \$500.00 between the two. ☒ Yes ☐ No

13. Has this project been submitted under a previous disaster event? ☒ No

☐ Yes, provide the disaster number and project number (as applicable): _____

Section II – Project Description

A. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:
☐ Flood ☒ Wind ☐ Storm surge ☐ Wildfire ☐ Other (list): _____
2. Identify the type of proposed project:
☐ Elevation and retrofitting of residential or non-residential structure
☐ Acquisition and Relocation ☐ Acquisition and Demolition
☐ Wind retrofit ☐ Drainage project that reduces localized flooding
☒ Generator ☐ Other (explain) _____
3. List the total number of persons that will be protected by the proposed project (*include immediate population affected by the project only*):
45000
4. List how many acres of "Total Impacted Area" is to be protected by the proposed project (*include immediate area affected by the project only*):
2
5. Fill in the level of protection and the magnitude of event the proposed project will mitigate. (e.g. 23 structures protected against the 100-year storm event (1% chance)
1 structure(s) protected against the **100** -year storm event (10, 25, 50, 100, or 500 year storm event)
1 structure(s) protected against **160** mile per hour (mph) winds
6. Check **all** item(s) the project may impact:

☐ Wetlands	☐ Water Quality	☐ Previously Undisturbed Soil
☐ Floodplain	☐ Coastal Zone	☐ Toxic or Hazardous Substances
☐ Historic Resources	☐ Fisheries	☐ Threatened & Endangered Species
☐ Vegetation Removal	☐ Public Controversy	☒ Potential for Cumulative Impacts
☒ Health & Safety	☐ Other _____	
7. **Engineered projects:** If your project has been already designed and engineering information is available, attach to your application **ALL** calculations, H&H study and design plans (e.g. Drainage Improvement, Erosion Control, or other special project types). ☒ No ☐ Yes If so, see Attachment #(s) _____.

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will **solve** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. **Ensure that each proposed project is mitigation and not maintenance.**

1. Describe the existing problems:
The existing Generator was manufactured in 2007 and put into service at station 3 in 2009. The generator is 16 years old and insufficient for current emergency power needs. The generator has become unreliable and failed to start when power was lost during a hurricane in 2022.
2. Describe the type(s) of protection that the proposed project will provide:
Generator will allow normal operations of critical emergency services during an extended period of interrupted utility service.
3. Scope of Work (describe in detail what you are planning to do):
The proposed project includes the installation of a new generator and enclosure capable of providing full power to fire station three for at least 72 hours post event.
4. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP Project:
N/A

Section III – Project Location *(Fully describe the location of the proposed project.)*

A. Site

1. Describe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s). Provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent:

Site Location: **Clermont Fire Station 103**

Address(es): **2155 Legends Way, Clermont, Florida**

GPS coordinates (decimal degree format): **28.548133, -81.715577**

Project Zip Code(s): **34711**

2. Titleholder: **City of Clermont**
3. Is the project site seaward of the Coastal Construction Control Line (CCCL)? ☐ Yes ☒ No
4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. Include **all** structures in project area.

☐ Residential property: _____	☒ Public buildings: <u>1</u>
☐ Businesses/commercial property: _____	☐ Schools/hospitals/houses of worship: _____
☐ Other: _____	

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. ☒ Attach one (1) copy of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. <i>FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map.</i> FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/portal .								
2. Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area) <i>(See FIRM legend for flood zone explanations) (A Zone must be identified)</i>								
<table border="0" style="width: 100%;"><tr><td>☐ VE or V 1-30</td><td>☒ AE or A 1-30</td></tr><tr><td>☐ AO or AH</td><td>☐ A (no base flood elevation given)</td></tr><tr><td>☐ B or X (shaded)</td><td>☐ C or X (unshaded)</td></tr><tr><td>☐ Floodway</td><td>☐</td></tr></table>	☐ VE or V 1-30	☒ AE or A 1-30	☐ AO or AH	☐ A (no base flood elevation given)	☐ B or X (shaded)	☐ C or X (unshaded)	☐ Floodway	☐
☐ VE or V 1-30	☒ AE or A 1-30							
☐ AO or AH	☐ A (no base flood elevation given)							
☐ B or X (shaded)	☐ C or X (unshaded)							
☐ Floodway	☐							
☐ Coastal Barrier Resource Act (CBRA) Zone (Federal regulations strictly limit Federal funding for projects in this Zone; coordinate with your state agency before submitting an application for a CBRA Zone project).								
3. ☐ If the FIRM Map for your area is not published , attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures clearly marked on the map.								
4. ☐ Attach a copy of a Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area								

C. Maps with Project Site and Photographs

1. ☒ Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
2. ☒ Attach a USGS 1:24,000 TOPO map with project site **clearly** marked on the map.
3. ☐ For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired or elevated. Include the Tax ID numbers for each parcel, and Parcel information – including year built and foundation.
4. ☒ Attach photographs (at a minimum 4 photographs) for each project site per application. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas that affect the project site or will be affected by the project, and labeled. For each structure, include the following angles: front, back and both sides.

Section IV – Budget/Costs

In order to assist applicants with filling out the following Budget section, we have provided the following instructions for your convenience. For this section, we ask that you provide details of all the estimated costs of the project, as it is used for the benefit-costs analysis as well as for the feasibility and effectiveness review.

For the cost sections relating to Materials, Labor, and Fees, it is important to note,

- Lump sums without supporting documentation showing a breakdown of those costs are not acceptable. For those items that will not fit in the spaces provided, attach the appropriate documentation to your application.
- Identify your match sources in sections B and I.
- Sub-Total cells will auto sum the costs in their respective columns.
- Do not factor management costs into parts A-C. If management costs are being requested, see part G.
- Contingency Costs need to be justified and reported as a separate line item in part E of this section. From left to right in that part, enter the desired percentage (maximum 5% of Material/Labor), the amount the percentage is to be applied to, and the resulting amount. **PLEASE NOTE-** These cells will not auto-calculate across the row, but the final cell will be calculated into the Final Project Cost below it. Take care that everything is calculated correctly.
- Pre-Award Costs: costs must be identified as a separate line item, AND a completed HMGP Pre-Award Cost Request Form **MUST** be submitted with this application, detailing the items/cost and requested start date.
- Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.
- All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (below) AND identified on the Funding Sources - Section IV I.

For project management costs, in compliance with Disaster Relief and Recovery Act of 2018 (DRRA) and the subsequent FEMA Interim Policy #104-11-1, the Florida Division of Emergency Management has included a section for applicants to request, or refuse, project management funds that are available to them. Under this new policy, HMGP projects awarded under disasters declared on or after August 1, 2017, are eligible for project management costs up to 5 percent of their total project costs.

Applicants choosing to apply for this funding must detail the specific administrative costs in Part G of this section. These costs must be eligible administrative costs, conforming to the requirements set in 2 CFR Part 200 Subpart E. Applicants must ensure that their administrative costs are reasonable, allowable, allocable, and necessary for the performance of the federal award.

The State will allot these management costs on a project-by-project basis per the amount requested by the sub-recipient, up to 5 percent of the total project cost. A sub-recipient may request less than this, but no higher. These management costs will be considered a separate pool of funding, and **WILL NOT** affect a project's benefit-cost analysis.

Management costs will be reimbursed per reimbursement request, and no more than 5 percent of any given reimbursement request amount. All management costs reimbursements will be contingent upon adequate documentation from the sub-recipient.

Management costs will be reimbursed at 100 percent of the amount of management costs requested, so far as they are adequately documented and are no more than 5 percent of the request. Any unused management costs at closeout following the final payment will be de-obligated. If the final total project cost results in an under-run, management costs will be reduced accordingly.

Applicants must make the determination to request or refuse management costs at the time of formal application submittal. The State will accept the initial determination from the applicant. There will be no recourse from the State for applicants wishing to change their initial determination after the application has been formally submitted.

A. Materials

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Cost per Unit</u>	<u>Cost</u>
Generators with enclosure, fuel tank and electrical	1	1	\$83,395.00	\$83,395.00
<u>Sub-Total</u>				\$83,395.00

B. Labor Include equipment costs. Indicate all "soft" or in-kind matches (**).

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Installation			\$28,575.00
<u>Sub-Total</u>			\$28,575.00

C. Fees Paid Include any other costs associated with the project.

<u>Description of Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
*Pre-Award			
<u>Sub-Total</u>			\$0.00

D. **Total Estimated Project Cost** \$111,970.00

E. Contingency Costs (maximum 5% of Material/Labor) 5.00% 5,599 \$5,599.00

F. **Final Project Cost** \$117,569.00

Note: To be eligible for HMGP Pre-Award costs – the costs must be identified as a separate line item in the estimate above, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost requesting.

Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.

All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (above) AND identified on the Funding Sources - Section IV I.

G. Project Management Costs

Based on the amount of total project cost being requested in Part D (above), your project is eligible for up to an additional 5% of that amount for project management costs. Indicate below whether or not you would like to request these funds and follow the directions for your selected choice.

Total Estimated Management Costs Available (5% of Total Project Costs)

\$5,878.45

Note: This number will be generated automatically after Part I is completed

- ☐ **YES**, I would like to request these funds (Fill out the itemized table below, then continue to Part I)*
- ☒ **NO**, I do not wish to request these funds. (continue to Part I)*

[illegible]

H.	Total Estimated Management Costs Requested	\$0.00
-----------	---	---------------

***Note:** By selecting either “yes” or “no” the applicant is acknowledging that they understand what is being offered to them as it is described in this application.

I. Funding Sources (round figures to the nearest dollar)

The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds that lose their Federal identity at the State level, such as CDBG, and certain tribal funds) may not be used for the Non-Federal share of the costs.

1.	Estimated Federal Share	<u>\$88,178.75</u>	<u>75</u> % of Total	(Maximum 75%)
2.	Non-Federal Shares			
3.	Estimated Local Shares	<u>\$29,390.25</u>	<u>25</u> % of Total	(Cash)
4.		<u></u>	<u></u> % of Total	(In-Kind**)
5.		<u></u>	<u></u> % of Total	(In-House***)
6.		<u></u>	<u></u> % of Total	(Global Match****)
7.	Other Agency Share (Identify Non-Federal Agency and availability date)	<u></u>	<u></u> % of Total	
8.	Total Funding sources from above	<u>\$117,569.00</u>	<u>100.00%</u> Total	(Equals 100%)

- ☐ **Identify proposed eligible activities directly related to project to be considered for In-Kind services in Section IV.C. Fees
- ☐ ***Identify proposed eligible activities directly related to project to be considered for In-House services in Section IV.C. Fees
- ☐ ****Separate project applications must be submitted for each Global Match project.

Global Match Project Number and Title: _____

9.	Total Estimated Management Costs	Requested Available	<u>\$5,878.45</u>	5% of Total	(Max Allowed)
----	---	----------------------------	-------------------	-------------	---------------

J. Project Milestones/Schedule of Work

List the major milestones in this project by providing an estimated time-line for the critical activities not to exceed a period of 3 years (36-months) of performance. (e.g. **Contracting, Designing, Engineering, Permitting, Inspections, closeout, etc.**)

Milestone(s)	Number of Months to Complete
State and local contracting	2
Construction plan/technical specifications	5
Bidding/Local Procurement	4
Permitting	4
Construction/installation	15
Local inspections/Compliance	2
State final inspection	2
Closeout compliance	2
Total	36 Months

Section V. Environmental Review and Historic Preservation Compliance

(NOTE: This application cannot be processed if this section is not completed.)

Because the HMGP is a federally funded program, all projects are required to undergo an environmental and historic preservation review as part of the grant application process. Moreover, all projects must comply with the National Environmental Policy Act (NEPA) and associated Federal, State, Tribal, and Local statutes to obtain funding. **NO WORK can be done prior to the NEPA review process. If work is done on your proposed project before the NEPA review is completed, it will NOT be eligible for Federal funding.**

A. The following information is required for the Environmental and Historic Preservation review:

All projects must have adequate documentation to determine if the proposed project complies with NEPA and associated statutes. The State Environmental Staff provide comprehensive NEPA technical assistance for Applicants, with their consent, to complete the NEPA review. The type and quantity of NEPA documents required to make this determination varies depending upon the project's size, location, and complexity. However, at a minimum, provide the applicable documentation from this section to facilitate the NEPA compliance process.

1. ☒ Detailed project description, scope of work, and budget/costs (Section II and Section IV of this application).
2. ☒ Project area maps (Section III, part B & C of this application).
3. ☒ Project area/structure photographs (Section III, part C of this application).
4. ☒ Preliminary project plans.
5. ☒ Project alternatives description and impacts (Section V of the application).
6. ☒ Complete the applicable project worksheets.
Documentation showing dates of construction are required for all structures.
7. ☒ Environmental Justice – Provide any applicable information or documentation regarding low income or minority populations in the project area. See Section V.B of this application for details.
8. ☒ Provide any applicable information or documentation referenced on the *Information and Documentation Requirements by Project Type* below.

B. Executive Order 12898; Environmental Justice for Low Income and Minority Population:

1. Are there low income or minority populations in the project area or adjacent to the project area?
☒ No ☐ Yes; describe any disproportionate and adverse effects to these populations:

2. ☐ To help evaluate the impact of the project, explain below or attach any other information that describes the population, or portion of the population, that would be either disproportionately or adversely affected. Include specific efforts to address the adverse impacts in your proposal narrative and budget.

N/A

C. Tribal Consultation (Information Required)

Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effect of their undertakings on historic properties. The NHPA requires that agencies must complete this process prior to the expenditure of any Federal funds on the undertaking. A Tribal Consultation is required for any project disturbing ground or moving soil, including but not limited to: drainage projects; demolition; construction; elevation; communication towers; tree removal; utility improvements.

1. Describe the current and future use of the project location. A land use map may be provided in lieu of a written description.

N/A

2. Provide information on any known site work or historic uses for project location.

N/A

- ☐ Attach a copy of a city or county scale map (large enough to show the entire project area) with the horizontal limits (feet) and vertical depths (square feet) of all anticipated ground disturbance of 3 inches or more.

D. Alternative Actions (Information Required)

The NEPA process requires that at least two alternative actions be considered that address the same problem/issue as the proposed project. In this section, list **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative".

1. No Action Alternative

Discuss the impacts on the project area if no action is taken.

If this project is not funded and a disaster occurs with an interruption of electrical utility services to the fire station, our ability to provide critical services or manage an effective response would be hampered. Services could potentially have to be shifted to adjacent stations with active utilities resulting in reduced coverage.

2. Other Feasible Alternative

Describe a feasible alternative project that would be the next best solution if the primary alternative is not accomplished. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Include a Scope of Work, engineering details (if applicable), estimated budget and the impacts of this alternative. Complete *all* of parts **a-e** (below).

a. Project Description for the Alternative

Describe, in detail, the alternative project, and explain how the alternative project will solve the problem(s) and/or provide protection from the hazard(s). Also, provide pros and cons for this alternative and a reason for why it was not selected.

An alternative to the proposed project would be to contract with a private company for a 3-phase generator to be delivered to the station and set up in times of disaster to provide the station with power. This would cause a delay in citizens receiving emergency aid and cause a disruption to critical services.

b. Project Location of the Alternative (describe briefly, if different from proposed project)

The location would be the same as the proposed project.

- ☐ Attach a map or diagram showing the alternative site in relation to the proposed project site (if different from proposed project)

c. Scope of Work for Alternative Project

To place a portable, 3-phase generator in the same location to provide electrical services to Fire Station 103. The cost would be approximately \$2200 per week in rental fees, and does not include cost of delivery, set up, fuel or cables. Costs in section E include fuel costs for 1 month at 2023 fuel prices. The cost of installation of a 3 phase electrical adaptor or switch would need to be installed at an estimated cost of \$27,500.00.

d. Impacts of Alternative Project

Discuss the impact of this alternative on the project area. Include comments on these issues as appropriate: Environmental Justice, Endangered Species, Wetlands, Hydrology (Upstream and Downstream Surface Water Impacts), Floodplain/Floodway, Historic Preservation and Hazardous Materials.

Theft, damage and other potential issues may arise from having a portable generator at the station. Inflated rental rates and generator availability during a disaster are also concerns. Working with an outside vendor, the city cannot guarantee equipment and/or fuel availability during the disaster.

e. Estimated Budget/Costs for Alternative Project

In this section, provide details of all the estimated costs of the alternative project (round figures to the nearest dollar). A lump sum budget is acceptable.

Materials:	\$19,500.00
Labor:	\$8,000.00
Fees:	\$8,800.00
Total Estimated Project Cost:	\$36,300.00

HMGP ENVIRONMENTAL REVIEW
Information and Documentation Requirements by Project Type

<i>Retrofits to Existing Facilities/Structures</i> <i>Elevations</i> <i>Acquisitions with Demolition</i>
✓ Dates of Construction ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance ✓ Structure photographs
<i>Drainage Improvements</i>
✓ Engineering plans/drawings ✓ Permit or Exemption letter to address any modifications to water bodies and wetlands - o Department of Environmental Protection - o Water Management District - o U.S. Army Corps of Engineers ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance. ✓ Concurrence from U.S. Fish and Wildlife addressing any impacts to wildlife, particularly endangered and threatened species and their habitats. ✓ If the project is in a coastal area, attach a letter from the National Marine Fisheries Service addressing impacts to marine resources. ✓ Concurrence from Natural Resource Conservation Service if project is located outside city limits and may impact prime or unique farmland. ✓ Concurrence from your Local Floodplain Manager – if project is located in a floodplain.

Note: This is a general guideline for most projects. However, there will be exceptions. Consult with state environmental staff on project types not listed.

Section VI – Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.

(NOTE: Not applicable to projects solely related to residential or private property.)

The _____ City _____ of _____ Clermont _____, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the ***routine*** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Sub-recipient's maintenance responsibilities following project award and to show the Sub-recipient's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by _____ Tim Murry _____ the duly authorized representative
(printed or typed name of signing official)

Mayor _____,
(title)

This _____ (day) of _____ (month), _____ (year).

Signature* _____

****Note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)***

HMGP Application Completeness Guidance/Checklist

This guidance/checklist contains an explanation, example and/or reference for information requested in the application. Use this list to assure your application is complete and includes the required information for HMGP projects. The appropriate documentation must also be attached. It is important to note that this list is similar to the form that will be used during the application sufficiency review by the HMGP staff.

Project Title: Generator and enclosure for Fire Station 103

Applicant: City of Clermont

Application Information	Explanation of Information Required	✓
-------------------------	-------------------------------------	---

Section I

B. Applicant Information

FEMA__-DR-FL	Type in the four digit number FEMA assigned to the disaster that this application is being submitted under. (Example: 4337, 4283)	☐
DISASTER NAME	Type in the Disaster name. (Example: Hurricane Irma, Tropical Storm Fay)	☐
Title of Project	The project title should include: 1) Name of Applicant, 2) Name of Project, 3) Type of Project. (Example: City of Tallahassee, City Hall Building, Wind Retrofit)	☐
1. Applicant	Name of organization applying. Must be an eligible applicant.	☐
2. Applicant Type	State or local government, recognized Native American tribe, or private non-profit organization. If private non-profit, attach documentation showing legal status as a 501(C). (Example: IRS letter, Tax Exempt Certificate)	☐
3. County	Indicate county in which the project is located.	☐
4. State Legislative and Congressional District(s)	Specify the appropriate State Senate, House and Congressional District code for the project site . For multiple sites, list codes for each site. http://www.myfloridahouse.gov/sections/representatives/myrepresentative.aspx	☐
5. Federal Tax I.D. Number	List the Federal Employer's Identification Number (FEIN), also known as Federal Tax Identification number, 9-digit code. May be obtained from your finance/accounting department.	☐
6. DUNS Number	Include Data Universal Numbering System (DUNS) number in appropriate location on application. Typically, this number can be obtain through your finance department. If not, use the link below to look up your entity. If none, exists you can use the same link to request one. https://www.dnb.com/duns-number.html	☐
7. FIPS Code	List the Federal Information Processing Standards (FIPS) Code. May be obtained from your finance/accounting/grants department. If none, submit FEMA Form 90-49. See state website under the relevant disaster (https://floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/)	☐
8. NFIP ID Number	List the National Flood Insurance Program (NFIP) number. You must be a participating NFIP member to be eligible for HMGP funding. Make sure that the number is the same as the panel number on the FIRM provided with the application.	☐
9. Point of Contact	Provide all pertinent information for the point of contact. This person serves as the coordinator of the project. If this information changes once the application is submitted, please contact the HMGP staff immediately.	☐
10. Application Prepared By	Provide the preparer information. May be different from the point of contact (line 9) and/or the applicant's agent (line 11).	☐
11. Authorized Applicant Agent	An authorized agent must sign the application. <i>"An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or County Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the <u>resolution</u> by the governing body authorizing the signature authority for the individual signing must be provided."</i>	☐

	For Private Non-Profit: A member of its Board of Directors or whoever has authority to authorize funding for such a project. If this task is delegated down, a copy of a resolution confirming this must be provided.	
12. LMS Compliance	a) LMS Project List: All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List and must be on file with FDEM's Mitigation Bureau Planning Unit. b) LMS Endorsement Letter: All proposed projects must include an endorsement letter from the county's Local Mitigation Strategy Coordinator. You may use 1 letter as long as it includes every proposed project. c) Estimated Costs & Application Costs: The LMS Project List must include an Estimated Cost column and each HMGP project application must be within \$500.00 of that Project List's estimated cost. Also ensure that the Federal Cost Share indicated on the LMS Coordinator's Endorsement Letter exactly matches the Federal Cost Share indicated within the application. Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project. A letter of endorsement for the project and its priority number from the Local Mitigation Strategy Project List must be included. Refer to Sample LMS Letter. Applications without a letter of endorsement will not be processed. (44 CFR 201.6 Local Mitigation Plans)	☒
13. Previous Submittal	If the project has been previously submitted under another disaster, provide the disaster number, the project number, and the title of the project.	☒

Section II - Project Description

A. Hazards to be Mitigated/Level of Protection

1. Type of Hazards	Type of Hazards the Proposed Project will Mitigate: Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected.	☒
2. Identify the Type of Project	Identify the Type of Proposed Project: Describe the mitigation project being proposed. (Example: drainage, wind retrofit, generator etc.)	☒
3. Number of Persons Protected	Explain how many people will be protected by or benefit from the proposed project. (Example: A drainage project improving a residential area of 23 homes, with an average household of 2 people = 46 people)	☒
4. Total Impacted Area	Explain how many acres will be impacted from the proposed project: Drainage/Berm/Pond/Culverts/Flood hazard projects: combination of the area to be protected and ground disturbance must not exceed 25 acres.	
5. Level of Protection	Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, it will be the design wind speed to comply with the Florida Building Code requirements. In a drainage project, it will be the implemented design level, e.g. a 25-year FDOT design standard for culvert.)	☒
6. Project Impact	Identify all the items the project may impact or are within the project area.	☒
7. Engineered Projects (e.g. Drainage)	Include available engineering calculations, studies, and designs for the proposed project showing results from applied Recurrence Interval scenarios before and after mitigation. (Number of structures, building replacement value, depth of the water, structural damages, content damages, displacement, road closures, etc.)	☒

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

1. Existing Problem	Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, describe the 406 activities.	☒
2. Type of Protection	Determine how the funding will solve the existing problem and provide protection.	☒
3. Scope of Work:	What the Project Proposes to Do: Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a	☒

	mitigation action, not maintenance.) <i>Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[c][4])? Does the proposed project address a problem that has been repetitive or that poses a significant risk to public health and safety if left unresolved (44 CFR 206.434[c][5][i])?</i> Projects that merely identify or analyze hazards or problems are not eligible.	
4. On-Going or Proposed Projects in the Area	Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with this HMGP application.	☒

Section III - Project Location

A. Site

1. Physical Location	List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude, in decimal degrees). The physical address must correspond with the address locations specified on maps submitted with the application.	☒
2. Titleholder	Provide the titleholder's name.	☒
3. Project Seaward of the CCCL?	Determine if the project site is located seaward of the Coastal Construction Control Line. https://floridadep.gov/water/coastal-construction-control-line	☒
4. Number and Types of Structures Affected	Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item A.5 – detail of these totals)	☒

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. Copies of FIRM	Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to https://msc.fema.gov/portal . See instructions on How to make a FIRMette.	☒
2. Flood Zone Determination	Specify the flood zone(s) of the project site(s). If project is located in a Special Flood Hazard Area. Amount of coverage must be equal to or greater than the amount of Federal mitigation funding obligated to the project.	☒
3. Flood Hazard Boundary Map (FHBM)	Not required if a copy of the FIRM is attached.	☒
4. Model Acknowledgement of Conditions form	The Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area form is required for those structures receiving federal funds that will also remain in the special flood hazard area by the close of the project. This form is required at application. It can be found on FEMA's website at https://www.fema.gov/media-library/assets/documents/15677	☒

D. C. Maps with Project Site and Photographs

1. City/County Map with Project Site	The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required.	☒
2. USGS TOPO with Project Site	The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to https://ngmdb.usgs.gov/topoview/	☒
3. Parcel/Tax Map	A Parcel, Tax or Property Identification map is required <u>only</u> for acquisition and elevation projects. The location of the structure must be clearly identified.	☒
4. Site Photographs	At least four photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas that affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with	☒

	photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Label photographs appropriately. In addition, CDs may be submitted.	
--	--	--

Section IV - Budget/Costs

Make sure all calculations are correct. Provide a breakdown of materials, labor and fees for the proposed project. Support documentation must be attached, i.e. vendor's quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. Contingency Cost should be included as a line item in the budget section, and justified – Maximum allowed is 5%, and is required to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

A. Materials	List materials and their associated costs. Provide breakdown.	☒
B. Labor	Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use in-kind contribution as part of the 25% match. (Attach support documentation for in-kind, in-house to detail wages and salaries charged for any contribution. No overtime wages can be used to satisfy match contributions).	☒
C. Fees Paid	Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits, and project management. Maintenance is not an allowable cost under HMGP. <i>Pre-award costs may be requested (See Pre-award Costs guidance).</i>	☒
D. Total Estimated Project Cost	This number includes all project costs without contingency costs included. Make sure all calculations are correct.	☒
E. Contingency Cost	Per FEMA's HMA Guidance (Section VI Part D.3.4), a contingency cost is, "an allowance in the total cost estimate to cover situations that cannot be fully defined at the time the cost estimate is prepared but that will likely result in additional eligible costs. Allowances for major project scope changes, unforeseen risks, or extraordinary events may not be included as contingency costs." The applicant may request up to 5% of material/labor costs. As with other line items, the applicant must justify these contingency costs based on the nature of the project at application. If an applicant wants to include contingency costs, they will need to enter the percentage that they require as well as what amount they want that percentage to be applied to. Type the resulting calculation in the final cell on the right. These cells will NOT auto-calculate. Be sure that they are calculated correctly.	☒
F. Final Project Cost	This number includes any contingency costs that were requested. The final BCA will use this number in its final calculation.	☒
G. Project Management Costs	After reading the guidance provided on pg. 5, select either YES or NO to indicate your need for management costs for this project. If YES , provide a breakdown of description, hours, rate and costs for requested management costs. If NO , continue to Part I.	☒
H. Total Estimated Management Costs Requested	This will auto complete based on what is entered into the cost cells above. Your request must not exceed 5 percent of the total project cost available for this project.	☒

I. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 2 CFR Part 200.306.

1. Estimated Federal Share	The estimated Federal share is generally 75%. If the Federal share is not 75%, assure actual amount is entered. It could be 50.1234% or 35.1234%, etc. of the total dollar amount of project depending on county LMS allocation and priority. This figure cannot exceed 75%.	☒
2. Non-Federal Share	May include all 3 sources, i.e. cash, in-kind and global match, as long as the total is a minimum of 25%. Match cannot be derived from a federal agency except Federal funds that lose their federal identity (e.g., CDBG funding and certain tribal funding).	☒
3. Cash	Cash- Local funding will be utilized for the non-federal share. Enter amount of cash and percentage of total that amount represents.	☒
4. Total In-Kind	May use materials, personnel, equipment, and supplies owned, controlled and operated from within governing jurisdiction as an in-kind match. <i>Third party in-kind contributions would be volunteer services, employee services from other</i>	☒

	<i>organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only. ** Identify proposed eligible activities in Section IV B. and C. as a separate line with In-kind written as a part of the description.</i>	
5. Total In-house	Sub-Recipient employees, equipment, etc. – internal services (must utilize the Personnel Activity Report or the Equipment Activity Report for the Request for Reimbursement)	☒
6. Total Project (Global) Match	Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA's approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which project(s) will be matched. <i>The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.</i>	☒
7. Other Agency Share	Identify Non-Federal Agency and availability date; provide the documentation from the agency. (e.g., CDBG funding, and certain tribal funding)	☒
8. Total Funding	Total must represent (100%) of the total estimated project cost. Ensure that percentages match corresponding cost-shares and the total matches the Budget (in Section IV. F. - Total Estimated Project Cost).	☒
9.	Your requested amount must be equal to or less than 5 percent of the total project cost	☒

J. Project Milestones/Schedule of Work

1. Milestones (Schedule)	Identify the major milestones in the proposed project and provide an estimated time-line (e.g. <i>Designing, Engineering – 3 months, Permitting – 6 months, Procurement – 30 days, Installation – 6 months, Contracting – 1 month, Delays, Project Implementation, Inspections, Closeout, etc.</i>) for the critical activities not to exceed a period of 3 years (36-months) for performance. Milestones should not be grouped together but listed individually. Allot for the appropriate amount of time for final inspection and closeout (about 3 months).	☒
---------------------------------	---	-------------------------------------

Section V - Environmental Review & Historic Preservation Compliance

No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

1. Description, SOW & Budget	Detailed Project Description, Scope of Work & Budget/Costs. Complete Sections II & IV of the application.	☒
2. Area Maps	Project area Maps - Attach a copy of the maps and clearly mark the project site, and place the specific project structure(s) on map(s). Complete Section III, part B & C of the application.	☒
3. Project Area/Structure Photographs	Complete Section III part C of the application.	☒
4. Preliminary Project Plans	For shutters see the scope of work and for drainage & elevation see engineering drawings.	☒
5. Project Alternatives	Complete Section V part D. of this application.	☒
6. Project Worksheets	Dates of construction are required for all structures. See worksheets.	☒
7. Environmental Justice Documentation	See Section V.B for applicable information.	☒
8. Information/ Documentation Requirements by Project Type	Provide any of the required documentation as listed at the end of Section V in the Information and Documentation Requirements by Project Type that may have already been obtained.	☒

B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

1. Disproportionate Effects	Determine if there are populations in either the project zip code or city that are characterized as having a minority background or living below the poverty level. If yes,	☒
------------------------------------	---	-------------------------------------

	complete the rest of Section V, part B. Describe any disproportionate effects that these populations would experience if the project were completed.	
2. Population Affected	Describe the population affected by this project and the portion of the population adversely impacted. Attach any documentation and list the attachments here.	☒

C. Information required for Tribal Consultation

Documentation for Tribal Consultation	For all projects with any ground disturbing activities of 3 inches or more, complete Section V part C.	☒
--	--	-------------------------------------

D. Alternative Actions

1. No Action Alternative	Discuss the impacts on the project area if no action is taken.	☒
2. Other Feasible Alternative Action	This is a FEMA and FDEM requirement for any Application Review. A narrative discussion of at least three project alternatives (from No Action to the most effective, practical solution) and their impacts, both beneficial and detrimental is required. It is expected that the jurisdiction has completed sufficient analysis to determine the proposed project can be constructed as submitted and it supports the goals and objectives of the FEMA approved hazard mitigation plan. Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[c][5][iii])	☒
a. Project Description	It is very important and a requirement that an Alternative project is submitted. NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other feasible alternative must be provided.	☒
b. Project Location of the Alternative	Describe the surrounding environment. Include information regarding both natural (i.e., fish, wildlife, streams, soils, plant life) and built (i.e., public services, utilities, land/shoreline use, population density) environments.	☒
c. Scope of Work – Alternative Project	Describe how the alternative project will solve the problem and provide protection from the hazard. Provide enough detail to describe the project for the evaluation panel to decide the best course of action for the state. Include any appropriate diagrams, sketch maps, amount of materials and equipment, dimensions of project, amount of time required to complete, etc.	
d. Impacts of the Alternative Project		
e. Estimated Budget/Costs for the Alternative Project	Total cost is required.	☒
Materials, Labor, and Fees Paid	Detailed line items are not required. Just enter a total amount.	☒
Total Estimated Project Costs	Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen.	☒

Section VI – Maintenance Agreement

Maintenance Agreement	Complete, sign and date the maintenance agreement. The maintenance agreement must be signed by an individual with signature authority, preferably the authorized agent.	☒
------------------------------	---	-------------------------------------

Other Required Documentation

Go to www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/ for additional documents

1. Maps	All maps must be included with the application.	
2. FFATA Form	During contracting with the state, complete, sign and date the FFATA Project File Form. Instructions are provided for your convenience in the document provided. This is not required at the time of application submittal.	☐
3. SFHA Acknowledgement of Conditions	Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA Acknowledgement of Conditions document. This form must be notarized, signed by the local jurisdiction and the property owner.	☐
4. Pre-award Cost Form	If pre-award costs are being requested with your project, be sure to identify all pre-award costs in the application budget per instructions. The pre-award cost form must be completed and submitted with your application.	☐

5. Request for Public Assistance Form	Applicable if no FIPS number is assigned to applicant/recipient.	☐
6. Model Statement of Assurances for Property Acquisition Projects	For Acquisition projects only.	☐
7. Declaration and Release	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
8. Notice of Voluntary Interest	For Acquisition projects only. Two forms are available for your convenience. Use the form that is most appropriate to your situation. Must be signed by all persons whose names are on the property deed.	☐
9. Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
10. Worksheets	The appropriate worksheet(s) must be completed and submitted with the application. a. Flood Control – Drainage Improvement b. Generator c. Tornado Safe Room d. Hurricane Safe Room e. Wind Retrofit f. Wildfire g. Drought	☐

***Submit 1 original (signed) and 1 full copy** of the entire application and backup documentation. Include a full copy of the submittal and all documentation on CD or thumb drive.

Attachment Index

Use the following template to list any supporting documentation that is **included on the CD or flashdrive**. Clearly and concisely label each attachment on this form to correspond with the file name on the CD or flashdrive. In the first column list which section and item (from the HMGP application) the attachment refers to. *Example: Section 2, Item 1.* **If any required documentation is not included on the CD or flashdrive, the application will be considered incomplete and will not be considered for possible funding.**

Section # & Item		Attached Document Name
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Quote Number		Quote Name		Quote Date	Expiration Date		Currency
230510-007		City of Clermont		05/02/23	07/02/23		USD
Salesperson		Manufacturing Plant		Quote Entered by		Contact No.	
Dustin Mook		AKSA		Dustin Mook		321-544-5575	
Project:					Ship To (FOB Factory):		
FIRE STATION #03 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, 975 Gallon, UL142, Subbase Fuel Tank DISCOUNTED 30% OFF LIST PRICE		\$28,410.00	\$19,885.00	
000130	1	Aluminum Enclosure	Level 1, 180 MPH Wind Rated, 75 dBA Sound Attenuated, Aluminum Enclosure DISCOUNTED 30% OFF LIST PRICE		\$16,330.00	\$11,430.00	

000140	1	B/O Module	Binary Output Expansion Module (8 Dry Contacts) DISCOUNTED 30% OFF LIST PRICE	\$615.00	\$430.00
000140	1	Installation	- Disconnect and remove the existing 175KW generator. - Install the new generator. - Secure the generator to the concrete pad. - Connecting the existing electrical conductors. - Reinstall existing electrical outlets. - Remove and replace the existing remote annunciator. DISCOUNTED 30% OFF LIST PRICE	\$40,820.00	\$28,575.00
000150	1	TOTAL	DOES NOT INCLUDE TAX IF APPLICABLE	\$137,825.00	\$111,970.00

EXCLUSIONS & CLARIFICATIONS:

- Fuel and onsite fuel tank testing, if required, is performed by others.
- City of Clermont is responsible for removing fuel in existing generator fuel tank.
- Phenolic nameplates (if required) provided by others.
- NETA, Ground Fault, Dielectric, Ring Wave, Infrared Testing, and Coordination Studies performed by others.
- Generator startup, load transfer test, testing, and training will be performed in one (1) day. If a return trip is required for reasons beyond GenServe's control, it will be in addition to the price above and will be invoiced accordingly. Startups performed during normal business hours and require two (2) weeks advance notice.
- *Based on time from release to production.

<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 – Level 1
Integrated Vibro Mounts: Elastomer

EXHAUST

Exhaust Mounting Method: Internally mounted – Critical Grade

POWER CONNECTION

Circuit Breaker: #1
1 Circuit Breaker Amp: 800A
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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2023		
Agenda Item Name		
Resolution No. 2023-044R		
Requested Action		
Staff Report		
This resolution is in accordance with the recently approved Senate Bill 102 regarding the Live Local law. On September 12, 2023, the City Council agreed upon a "list" of city-owned property to list as plausible development sites for affordable housing. The agreed upon parcel list has now been added to the attached resolution. This resolution will satisfy the requirements of the bill and will be posted on the city website.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-044R - Real Property List (10.2.2023)	2023-044R - Real Property List (10.2.2023).pdf	
2. Location Map	Location Map.docx	



CITY OF CLERMONT
RESOLUTION NO. 2023-044R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT OF LAKE COUNTY, FLORIDA APPROVING AN INVENTORY LIST OF MUNICIPALLY OWNED PROPERTY THAT IS APPROPRIATE FOR USE AS AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES, PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Section 166.0451, Florida Statutes requires that municipalities in the State of Florida prepare an inventory list of all real property within its jurisdiction to which the City holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, the inventory list must include the address and legal description of the property and specify whether the property is vacant or improved. The City Council must then review the inventory list at a public hearing and revise the inventory if necessary. Following the public hearing, the City Council must adopt a Resolution that includes the inventory list of the property; and

WHEREAS, City of Clermont staff has reviewed the inventory of City-owned property, and has determined that the City does own property that is appropriate for use as affordable housing; and

WHEREAS, pursuant to review of the inventory of City-owned property by City of Clermont staff, the City Council accepts the review, and hereby finds that the adoption of this Resolution is in conformance with the requirements of Section 166.0451, Florida Statutes; and

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

SECTION 1:

The City Council of the City of Clermont finds and declares that adoption of this Resolution is necessary, appropriate, and in the public interest of the citizens of the City of Clermont.

SECTION 2:

The following inventory list of City-owned property that is appropriate for use as affordable housing is hereby adopted pursuant to Section 166.0451:

Alternate Key # 1438373 - Max Hooks Road



CITY OF CLERMONT
RESOLUTION NO. 2023-044R

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. 2023-044R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, 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

Location Map

45 Acres off of Max Hooks Rd.

Alt Key: 1438373





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2023		
Agenda Item Name		
Resolution No. 2023-045R and Budget Amendment		
Requested Action		
Recommend approval of Resolution 2023-045R and budget amendment in the amount of \$900,000.		
Staff Report		
As the Council is aware, the Fire Inspection Division currently operates out of very limited space in Fire Station #1. The city became aware that this property (650 West Montrose St.) located directly across the street from City Hall and adjacent to the City Center is up for sale. Following an appraisal, the city negotiated a purchase price of \$785,000 to which the owner has agreed. This property allows for the necessary room for the Fire Prevention Division to operate most efficiently and for future growth. The purchase price of \$785,000 along with an additional \$115,000 for closing costs and required renovations/buildout will be funded through a budget amendment utilizing existing Fire Impact fees for a total project amount of \$900,000.		
Additional Analysis		
Fiscal Impact Summary		
The purchase price of \$785,000 along with an additional \$115,000 for closing costs and required renovations/buildout will be funded through a budget amendment utilizing existing Fire Impact fees for a total project amount of \$900,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-045R - 650 W Montrose PSA (10.2.2023)	2023-045R - 650 W Montrose PSA (10.2.2023).pdf	
2. 650 W Montrose image	650 W Montrose image.docx	



CITY OF CLERMONT
RESOLUTION NO. 2023-045R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING THE AGREEMENT FOR THE PURCHASE OF THE REAL PROPERTY AND IMPROVEMENTS LOCATED AT 650 WEST MONTROSE STREET IN CLERMONT, LAKE COUNTY, FLORIDA FOR FIRE ADMINISTRATION OFFICES AND ATTENDANT PUBLIC USES FROM DONALD K. & ELISABETH MC ATEER FOR \$785,000.00; AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the purchase of real property for the City use for the maintenance and operation of fire administrative services and attendant public facilities is in the best interests of the citizens of the City of Clermont.

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

SECTION 1:

The City Council of the City of Clermont, Florida does hereby approve and authorizes the Mayor to enter into the Agreement attached hereto and incorporated herein as Exhibit “A” for the purchase of the real property located at 650 W. Montrose Street, Clermont, in Lake County from Donald K. and Elisabeth McAteer for \$785,000.00. The City Council further authorizes the City Manager to perform all acts necessary and appropriate to close on the property, including, but not limited to, executing any and all documents at closing.

SECTION 2:

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

SECTION 3: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.



CITY OF CLERMONT
RESOLUTION NO. 2023-045R

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. 2023-045R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, 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

**CONDITIONAL CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY**

THIS CONTRACT FOR SALE AND PURCHASE (the "Contract") is made and entered by and between The CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 West Montrose Street, Clermont, Florida 34711 ("Buyer") and DONALD K. & ELISABETH MC ATEER (husband and wife), whose address is 4415 Thermal Lane, Clermont, Florida 34714 ("Seller"):

WITNESSETH:

WHEREAS, the Seller is the record owner of fee simple title to certain real property situate in Lake County, Florida; and

WHEREAS, the Seller is desirous of selling and conveying said real property to Buyer and Buyer is desirous of purchasing the same from Seller; and

WHEREAS, it is intended by the Buyer that the property acquired shall be used by Buyer for the ultimate construction and operation of a public use facility and all uses attendant thereto.

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

1. **Description of Property.** The property that is to be sold and conveyed by Seller and purchased and accepted by Buyer pursuant to this Contract shall consist of the following, to wit:

CLERMONT W 19 FT OF LOT 8, LOT 10, BLK 77 PB 8 PG 17
ORB 1403 PG 539 of the Public Records of Lake County
Parcel No.: 24-22-25-0100-077-00800
Alt Key No.: 3474856
Street Address: 650 West Montrose Street, Clermont, Florida

together with all improvements, tenements, hereditaments, rights, privileges and easements thereunto belonging, and as may be identified as part of the inspection review described in Paragraph 6 below, (hereinafter together referred to as the "Property").

2. **Agreement to Sell and Option to Purchase.** Seller hereby agrees to sell and convey and Buyer hereby agrees to accept an option to purchase and accept the Property upon the terms and subject to the conditions set forth in this Contract. The option contained herein shall be subject to and contingent upon the approval of the City Council of the City of Clermont of the terms and conditions contained herein. Seller's agreement to sell shall be deemed an irrevocable offer to sell the Property to expire midnight on October 13, 2023. If the agreement is approved by the City Council of the City of Clermont and executed by the Mayor, or her designee, on or before

midnight on October 13, 2023, then this agreement shall be binding on the parties and the Effective Date shall be the date of execution of the Agreement by the Mayor or his designee. If this option agreement is not timely approved and executed as provided above, then the option shall terminate without consequence or obligation to either party.

3. **Purchase Price and Method of Payment**. Subject to credits, adjustments and prorations for which provisions are hereinafter made in this Contract, the total purchase price for the Property to be paid by Buyer and received and accepted by Seller shall be **SEVEN HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$785,000.00)**. The purchase price shall be paid by Buyer to Seller in the manner and at the times following, to wit:

(a) Within Five (5) days of the Effective Date TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) shall be paid by Buyer as earnest money deposit hereunder ("Earnest Money Deposit"), and deposited in escrow to be held by the Daniel F. Mantzaris, Esquire, deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP, 332 N. Magnolia Avenue, Orlando, Florida 32801, (Escrow Agent) subject to the terms and conditions hereof.

(b) The deposit set forth above shall be held in a non-interest bearing account by Escrow Agent and the principal amount shall be credited to Buyer and considered as payment of part of the total purchase price for the Property at the time of and upon consummation of the closing hereunder.

(c) The balance of the total purchase price after credits, adjustments and prorations, shall be paid by Buyer to Seller in United States funds by cash or by wire transfer.

4. **Title**. Within fifteen (15) days of the Effective Date, Seller at Seller's expense shall deliver, or cause to be delivered, to Buyer an original commitment for title insurance committing to issue an Owner's policy to Buyer as purchaser of the Property in the amount of the purchase price (the "Commitment"). The title company shall be selected by Seller. During the Inspection Period described in Paragraph 6 hereof, Buyer shall determine whether Buyer is willing to accept title to and acquire the Property from Seller. In the event that Buyer shall determine that any one or more of the title exceptions set forth in the Commitment (the "Title Exceptions") are unacceptable to Buyer in its sole discretion, Buyer shall be entitled to terminate this Contract by delivering written notice thereof to Seller on or before the expiration of the Inspection Period, whereupon this Contract shall terminate as provided in Paragraph 6 hereof. Upon termination, Buyer shall be entitled to immediate refund of any and all deposit payments previously made by Buyer, including accrued interest, if applicable. In the event Buyer shall not terminate this Contract as a result of the investigations and inspections to be performed by Buyer pursuant to Paragraph 6 hereof, then and in such event Buyer shall be deemed to have approved the Title Exceptions and to have agreed to accept title to and acquire the Property from Seller subject to the Title Exceptions.

5. **Survey**. Buyer may have the Property surveyed at its expense during the Inspection Period, including the creation of an updated legal description of the Property. If the survey obtained by Buyer discloses any encroachments or other adverse matters, of any kind, which are unacceptable to Buyer in its sole discretion, Buyer shall be entitled to terminate this Contract by

delivering written notice thereof to Seller prior to the expiration of the Inspection Period, whereupon this Contract shall terminate as provided in Paragraph 7 hereof. If Buyer does not terminate the Contract in accordance herewith, the legal description determined as a part of Buyer's survey shall be used to describe the Property on all applicable documents at Closing. If the Contract is terminated, Buyer shall be entitled to immediate refund of any and all deposit payments previously made by Buyer, including accrued interest, if applicable. In the event Buyer shall not terminate this Contract during the Inspection Period, then and in such event Buyer shall be deemed to have agreed to accept title to and acquire the Property from Seller subject to any matters disclosed by the survey of the Property obtained by Buyer.

6. Investigations and Inspections of Property.

(a) Buyer and its architects, engineers and other agents, at Buyer's sole expense, shall have until midnight on January 15, 2024 (hereinafter referred to as the "Inspection Period") within which to undertake such physical inspections and other investigations of and concerning the Property as may be necessary in order to evaluate the physical characteristics of the Property, as well as such other matters as shall be deemed by Buyer to be necessary in order for Buyer to evaluate the Property and determine the feasibility of Buyer's purchase of the same, including, without limitation, those matters related to the title to the Property as provided in Paragraph 4 hereof, and those matters disclosed by any survey of the Property obtained by Buyer as provided in Paragraph 5 hereof. For such purpose, Seller hereby grants to Buyer and its agents or assigns full right of entry upon the Property and any part thereof during the Inspection Period for the purpose of undertaking such inspections and investigations. It is expressly provided, however, that Buyer and any agent or assignee of Buyer who shall enter upon the Property pursuant to such right of entry shall, as a condition to the exercise thereof, be deemed to have agreed, and does hereby agree, to indemnify and save and hold Seller harmless from and against any and all loss, damage, cost, expense, liability or responsibility whatsoever (including, without limitation, reasonable attorneys' fees) which may be occasioned, directly or indirectly, by reason of the exercise of such right of entry upon the Property, and that such indemnification shall expressly survive both the termination of this Contract and the closing of the sale and purchase of the Property contemplated by this Contract. Provided, however, that nothing herein shall be construed as or deemed a waiver of any sovereign immunity Buyer may enjoy at Law.

(b) Seller shall provide to Buyer, at no cost to Buyer, copies of all reports and analyses that Seller may have obtained, or been provided, at any time, regarding the subject property Buyer acknowledges, to include, but not limited to any lien or security interest to any bank, lender of finance company that may exist as to any personal property contained on the inventory described above. Buyer agrees that it will return same to Seller in the event that the transaction contemplated by this Contract does not timely close or the Contract is terminated, due to no fault of Seller.

(c) Buyer's inspection and due diligence rights as contained herein, shall expire as provided above, however, Buyer shall have the right to initiate the inspection and review as set forth herein as of the date that this Contract is executed by Seller.

7. **Unacceptability of Inspections.** In the event that the results of the inspections, investigations, reviews, feasibility studies and Seller approvals to which reference is made in Paragraphs 4, 5 and 6 above are, in Buyer's sole opinion and within Buyer's sole discretion, unacceptable to Buyer for any reason whatsoever, and Buyer so notifies Seller of the fact on or before the expiration of the Inspection Period provided in Paragraph 6 hereof, then at Buyer's option and upon Buyer's request, Buyer may terminate the Contract and all payments or deposits, including accrued interest, if applicable, made by Buyer shall be immediately returned to Buyer as Buyer's sole property. If the Contract is terminated by Buyer, it shall be rendered, null and void, and be of no further force and effect and all parties hereto shall thereupon be relieved and absolved of any further liabilities or obligations whatsoever to each other hereunder, except with respect to those liabilities or obligations hereunder which are expressly stated to survive the termination of this Contract. The failure of the Buyer to notify Seller of the unacceptability of any such inspections, investigations, reviews and feasibility studies prior to the expiration of the Inspection Period shall constitute a waiver of Buyer's right to terminate this Contract.

8. **Conveyance of Property.** At Closing, Seller shall deliver to Buyer: (i) a duly executed General Warranty Deed in recordable form conveying fee simple title to the Property free and clear of all liens, encumbrances and exceptions except for matters of title accepted by Buyer set forth in the Commitment; (ii) an assignment from Seller to Buyer in a form acceptable to Buyer, assigning all of Seller's right, title and interest in all guarantees and warranties pertaining to the Property and any permits, licenses, plans, authorizations and approvals relating to the Property, (iii) a Bill of Sale or other document acceptable to Buyer, transferring any and all Personal Property as agreed to by the parties, free and clear of all liens and encumbrances; (iv) an affidavit from Seller certified to Buyer and to the title company in form required by Buyer and the title company to delete from Buyer's title insurance policy all construction liens and possession exceptions and any other exceptions the title company will delete based on Seller's affidavit; (v) a certification by Seller which indicates that Seller is not a foreign person as defined in the Internal Revenue Code; (vi) written affirmation that the representations and warranties set forth in Paragraph 13 hereof remain true at the time of closing; (vii) a duly-executed Seller's closing statement; (viii) such documents as the title company requires in order to evidence the authority and good standing of Seller to complete this transaction; and (ix) other documents reasonably required by Buyer or the title company in order to consummate the transaction contemplated herein. At Closing, Buyer shall pay to Seller the Purchase Price of the Property described above, subject to adjustments and prorations set forth herein and shall deliver to Seller: (x) a duly-executed Buyer's closing statement; and (ix) other documents reasonably required by Seller or the title company in order to consummate the transaction contemplated herein.

9. **Closing.** The sale and purchase transaction contemplated in this Contract shall be closed, the purchase price paid and the aforesaid notes and closing documents delivered on or before January 31, 2024, unless this Contract has been terminated as provided herein. The closing shall be completed by a closing agent or attorney as selected by Seller and shall take place in Clermont, Lake County, Florida or by express mail and at such time as agreed to by the Parties. At Closing, the City Manager of Buyer is authorized on behalf of Buyer to execute all documents necessary to complete the transaction contemplated herein. Notwithstanding the foregoing and as a condition precedent to Closing, Buyer shall have the right to inspect the Property on the day before Closing. In the event that Buyer discovers any damage to the Property that has occurred

since the expiration of the Inspection Period, the Closing shall be delayed until such time as the damages have been repaired by Seller and accepted by Buyer.

10. **Closing Costs.** The Seller shall pay for state documentary stamps required to be affixed to the General Warranty Deed, the premium for the owner's and title insurance policy to be issued pursuant to the Commitment, the cost of recording the General Warranty Deed and any and all other documents necessary to deliver good and clear title, and any document preparation fees. Buyer and Seller shall each bear its own attorneys' fees.

11. **Possession.** Possession of the Property shall be delivered by Seller to Buyer at the time of closing hereunder. Prior to closing and the delivery of possession as aforesaid, Seller shall remain the owner of the Property, shall take all reasonable steps to preserve the improvements on the Property, including but not limited to, repairing any damage caused by or related to the removal of any personal property or non-affixed items from the Property. Seller shall bear the risk of all loss of whatever nature, except as provided in Paragraph 6 hereof with respect to loss occasioned as a result of Buyer's inspections and investigations of the Property. In the event that prior to Closing all or a portion of the Property being acquired is condemned or condemnation proceedings have been instituted for any public or quasi-public use or purpose, then Buyer shall have the option to terminate this Contract, in which event the payments previously made by Buyer to Seller shall be returned to Buyer, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

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

13. **Representations and Warranties of Seller.** Except for the representations and warranties in this Paragraph 13, Seller makes no representations or warranties to Buyer and shall convey the Property 'AS IS, WHERE IS, WITH ALL FAULTS.' Buyer shall, by closing on the Property, be deemed to have acknowledged that Buyer has relied solely upon its own inspections and investigations to determine the physical condition of the Property and its suitability for Buyer's purposes. Seller represents and warrants (which warranties shall survive the closing hereunder) to the Buyer that:

- a. From and after the date that Seller executes this Contract, Seller shall not perform or permit any act or event that might diminish, encumber or adversely and materially affect the condition of or title to the Property or Buyer's rights under this Contract.
- b. Seller, to the best of Seller's knowledge, has not received notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to any actual or threatened taking of the Property or any portion thereof

EXHIBIT A

for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does Seller have any knowledge of any such actual or threatened taking. Further, Seller has not received any notice of any existing or threatened lawsuit by which any party claims an interest in the Property.

- c. Seller, to the best of Seller's knowledge, is in full compliance with requirements of all governmental authorities with respect to the Property and this Contract. Seller has not received any notices from any city, county, state or other governmental authority or other person or entity of violations in respect of the Property.
- d. Buyer, to the best of Seller's knowledge, without the obligation of due investigation, has or shall have unobstructed and direct access to the Property on the date of closing to a dedicated public right-of-way.
- e. Seller owns fee simple title to the Property and has full power, right and authority, and is duly authorized to enter into this Contract, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder.
- f. There is no tenant or any other occupant of the Property having any right or claim to possession or use of the Property. Possession of the Property shall be delivered to Buyer by Seller free of rights or claims of any tenants, occupants or parties in possession.
- g. To Seller's best knowledge there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Property; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Property; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. For purposes of this Paragraph 13, the term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Property, and also includes, without limitation, the surface and subsurface waters of the Property, and any activity undertaken or hereafter undertaken on the Property which would cause: (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Property within the ambit of the Comprehensive Environmental

EXHIBIT A

Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601-9657, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., or the Clean Air Act, 42 U.S.C. 7401 et seq., or any similar state law or local ordinance; or (iv) any substances or conditions in, on or under the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirement, including the presence of any underground storage tanks or underground deposits located on the Property.

- h. Seller, to the best of Seller's knowledge, has received no notice, and has no knowledge, of any existing or pending special assessments affecting the Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.
- i. There is no litigation, investigation or proceeding pending or to the best of Seller's knowledge threatened or any other condition which relates to or affects the Property or which would impair or otherwise adversely affect this Contract, Seller's performance hereunder and/or Buyer's intended use of the Property.
- j. Seller has not made and has no knowledge of any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the Commitment.
- k. To the best of Seller's knowledge, without the obligation of due investigation, all roads abutting the Property are dedicated public roads and the deed to be delivered to Buyer at Closing hereunder is the only instrument necessary to convey to Buyer: (i) full access to and right to freely use such roads; and (ii) all rights appurtenant to the Property in such roads. To the best of Seller's knowledge, without the obligation of due investigation, the Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.
- l. To the best of Seller's knowledge and belief, no representation, statement or warranty by Seller contained in this Contract or in any exhibit attached hereto contains or will contain any untrue statements or omits or will omit a material fact necessary to make the statement of fact therein recited not misleading.
- m. To the best of Seller's knowledge, neither the execution and delivery of this Contract, nor compliance with the terms and conditions of this Contract by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which

it is bound. The statements and representations of Seller set forth in this Contract shall be true and reaffirmed in writing at the Closing and shall survive the Closing.

If, after the date that Seller signs this Contract, any event occurs or condition exists of which Seller has knowledge or about which Seller receives information which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Buyer in writing and Buyer shall thereafter have the option to terminate this Contract prior to closing, in which event all payments made by Buyer to Seller shall remain the sole property of Seller, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

14. **Conditions Precedent to Closing.** Buyer's obligation to close the sale and purchase transaction contemplated in this Contract shall be and is expressly conditioned upon all warranties of Seller described in Paragraph 13 being true and correct at the time of closing without any breach or breaches of the same by Seller, and upon all obligations of Seller provided in this Contract being fully performed by Seller, having occurred or being waived by Buyer in writing prior to or at closing.

15. **Default.** In the event that Buyer fails to close on the purchase of the subject property, and subject to the survey and inspection periods set forth in Paragraphs 5 and 6 and Paragraphs 9 and 14, any Earnest Money Deposit shall become the sole property of Seller. Seller's retention of the deposit shall constitute liquidated damages and be Seller's sole remedy for any breach of this Contract by Buyer (except to the extent that Buyer damages Seller's Property), it being agreed that (i) the deposit and any interest earned thereon is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Property from sale and the failure of closing to occur due to a default of Buyer under this Contract; (ii) the actual damages suffered and costs incurred by Seller as a result of such withdrawal and failure to close due to a default of Buyer under this Contract would be extremely difficult and impractical to determine; (iii) Buyer seeks to limit its liability under this Contract to the amount of the payments made, and to be made, and any interest earned thereon if this Contract is terminated and the transaction contemplated by this Contract does not close due to a default of Buyer under this Contract; and (iv) such amount shall be and constitute valid liquidated damages. If the Seller fails to perform any of the covenants of this Contract on its part to be performed, Buyer may at its option: (i) terminate this Contract whereupon the payments made by Buyer to Seller shall be returned and Seller shall be released and relieved of all obligations or liabilities under this Contract; or (ii) proceed in equity in an action for specific performance to enforce its rights under this Contract, or if specific performance is not an available remedy, then an action for damages and any other remedies available at law, or in equity.

16. **Assignability.** Buyer may not assign its interest herein without the prior written consent of the Seller, provided however, that such consent shall not be unreasonably withheld and Buyer and its assignee shall be liable to Seller for any and all applicable obligations under this Contract. Any assignment shall be in writing and a copy of such assignment executed by both assignor and assignee shall be delivered to Seller.

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

18. **Survival of Provisions.** The provisions of this Contract shall not survive the closing hereunder except as expressly provided elsewhere in this Contract.

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

20. **Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or by facsimile or telecopy transmission, with acknowledgment of receipt upon transmission, to the party entitled or required to receive the same, as follows:

TO SELLER: Donald K. & Elisabeth McAteer
4415 Thermal Lane
Clermont, Florida 34714

TO BUYER: City of Clermont
685 West Montrose
Clermont, FL 34711
Attn.: Brian Bulthuis, City Manager

WITH A COPY TO: De Beaubien, Simmons, Knight, Mantzaris &
Neal, LLP
332 North Magnolia Avenue
Orlando, Florida 32801
Attention: Daniel F. Mantzaris, Esquire

21. **Governing Law and Binding Effect.** This Contract and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of

Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns.

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

23. **Brokerage Fees.** Seller and Buyer acknowledge and agree that neither have used or contracted with a broker for or related to the procurement of this Contract and therefore, no brokerage fees are due or payable. Each party agrees to indemnify, defend and hold harmless the other party hereto from any and all loss, damage, cost or expense, including reasonable attorneys' fees which the other party may sustain or incur by reason of any claim for any other real estate commission, fee or charge arising by, through or under the acts of the indemnifying party, which indemnification shall expressly survive the termination of this Agreement and the sale and purchase of the subject property contemplated by this Agreement.

24. **Radon.** The following notice is incorporated into this Contract pursuant to the requirements of Florida Statutes: "Radon Gas" - Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit."

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

26. **Acceptance.** In the event this Contract is not signed simultaneously by Buyer and Seller, it shall be considered to be an offer by Seller to Buyer, in which event this offer shall expire at Midnight, October 13, 2023 unless a counterpart of this Contract signed by Buyer is received by Seller prior to that time and date.

27. **Interpretation.** Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed this Contract and that the normal rule of construction to the effect that

EXHIBIT A

any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation to this Contract or any Exhibits hereto.

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

BUYER:

Attest:

The City of Clermont
a Florida municipal corporation

By: _____
Tracy Howe, City Clerk

By: _____
Mayor Tim Murry
Date: _____

SELLER:

Donald K. McAteer
Date: _____

Elisabeth McAteer
Date: _____

Earnest Money Deposit Received: _____

DeBeaubien, Simmons, Knight, Mantzaris & Neal, LLP

By: _____
Daniel F. Mantzaris
Date: _____





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2023		
Agenda Item Name		
Lake County Sheriff's Office Agreement		
Requested Action		
Recommend approval		
Staff Report		
An agreement between the Lake County Sheriff's Office and the City of Clermont for Lake County to provide dispatch services from October 1, 2023 to September 30, 2024 within the corporate limits of the city as provided for in the attached agreement.		
Additional Analysis		
Fiscal Impact Summary		
Annual cost of \$484,200.00 to be paid in quarterly increments of \$121,050.00 beginning October 1, 2023 from account 10521-53400 Dispatch Services.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$484,200.00	10521-53400 Dispatch Services	\$484,200.00
Exhibits Attached (copies of original agreements)		
1. Clermont Dispatch Agreement 2023 DFM edits	Clermont Dispatch Agreement 2023 DFM edits.pdf	

AGREEMENT FOR LAW
ENFORCEMENT DISPATCH SERVICES

This Agreement for Law Enforcement Dispatch Services (hereinafter "AGREEMENT") is made and entered into by and between Peyton C. Grinnell, as Sheriff of Lake County, Florida, (hereinafter "SHERIFF") and The City of Clermont, a municipal corporation existing pursuant to the laws of the State of Florida, its successors and assigns through its City Council (hereinafter CITY) (collectively SHERIFF and the CITY being the "PARTIES").

W I T N E S S E T H:

WHEREAS, the CITY has sought to maintain a high level of professional police telecommunication services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY recognizes the continued escalation of costs to the CITY for the provision of such services and wishes to continue to minimize the cost of government for the benefit of the citizens of the CITY; and

WHEREAS, the CITY desires to continue to maintain competent professional law enforcement dispatch services in conjunction and in harmony with its program of fiscal responsibility; and

WHEREAS, the CITY desires to contract with the SHERIFF for performance of law enforcement dispatch services within the corporate limits of the CITY; and

WHEREAS, the SHERIFF is willing to augment his telecommunications staff to provide such services to the Clermont Police Department and the citizens of Clermont; and

WHEREAS, having a desire to contract for such services upon the terms and conditions set forth within this AGREEMENT, the City Council of the CITY authorizes the SHERIFF to render law enforcement dispatch services within the corporate limits of the CITY by the SHERIFF; and

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions and payments hereinafter contained, the PARTIES agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Law Enforcement Dispatch Services. The SHERIFF shall provide to the CITY, for the term indicated in this AGREEMENT, competent professional law enforcement dispatch services within and throughout the corporate limits of the CITY under the authority given the SHERIFF by the laws of the State of Florida, by providing police dispatch service each day of

the year on a twenty-four (24) hour per day basis. The SHERIFF shall provide a dedicated channel solely for the CITY'S law enforcement dispatch services. Throughout the term of this Agreement, the CITY shall maintain its own phone line dedicated to and for after-hours emergencies and issues not requiring law enforcement services including City building, right-of-way, and utility issues (i.e., power, water, and sewer disruptions in service).

Section 3. Compensation. The CITY will pay SHERIFF the annual amount of four hundred eighty-four thousand two hundred dollars and no cents (\$484,200.00) for the term for dispatching services provided pursuant to this AGREEMENT. Such compensation shall be invoiced by SHERIFF in equal quarterly installments of \$121,050.00 beginning October 1, 2023.

Section 4. Personnel. The CITY shall not be required to assume any liability for direct payment for any salaries, wages or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation or compensatory time, sick leave benefits, or any other amenities or employment to any personnel of the SHERIFF performing the services, duties and responsibilities pursuant to this AGREEMENT for the benefit of the CITY and its residents or any other liabilities whatsoever unless otherwise specifically provided herein. This provision shall in no way be construed as being for the benefit of any third party or as a waiver of sovereign immunity on the part of the CITY.

Section 5. Performance of Services by SHERIFF. Beginning on October 1, 2023, the SHERIFF shall have and maintain the responsibility for the control and rendition of all law enforcement dispatch services, duties and responsibilities described and contemplated in this AGREEMENT.

Section 6. Sovereign Immunity. The PARTIES agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida, particularly with respect to Chapter 768, Florida Statutes. The PARTIES agree that the determination of the CITY for the SHERIFF to provide police dispatch services by this AGREEMENT is an exercise of the legislative planning function of the CITY and that at no time after the Sheriff employs the dispatchers shall the CITY exercise any specific operational control over the activities of any of the telecommunicators, their supervisors, deputy sheriffs or other personnel of the SHERIFF nor shall the CITY perform or undertake any acts that are over and above a planning level function with regard to the administration of law enforcement dispatch services within the CITY during the term of this AGREEMENT.

Section 7. Liability Insurance for Official Acts. Upon employment, the personnel appointed and employed by the SHERIFF shall be covered in all respects, as are other members of the SHERIFF'S office through the SHERIFF'S insurance.

Section 8. Term. This AGREEMENT shall take effect on October 1, 2023 (effective date of this agreement) and shall terminate at midnight on September 30, 2024. This AGREEMENT may be unilaterally terminated by the SHERIFF or by the CITY with or without cause or reason so long as the effective date of termination is preceded by a one hundred and twenty (120) day written notice to the other party.

Section 9. Renegotiation. The PARTIES agree that if substantial change(s) occur during the term of this AGREEMENT the PARTIES may attempt in good faith to renegotiate the terms of this AGREEMENT, however, unless otherwise agreed to in writing, all terms stated in this AGREEMENT shall remain as stated herein.

Section 10. AGREEMENT. For and in consideration of the mutual benefits herein contained, the sufficiency of which is hereby acknowledged, the PARTIES agree the SHERIFF and the CITY may extend the term of this AGREEMENT subject to negotiations relative to the terms, conditions and consideration between the PARTIES. If the PARTIES elect to extend this

AGREEMENT, it shall be reduced to writing with same formality and equal dignity as this AGREEMENT.

Section 11. Governing Law. This AGREEMENT and all of the rights and obligations of the PARTIES hereto shall be governed and construed according to the laws of the State of Florida. The PARTIES further agree that jurisdiction regarding the rights and obligations of either party under this AGREEMENT and any litigation resulting therefrom shall be exclusively in the Fifth Judicial Circuit in and for Lake County, Florida.

Section 12. Notices.

- A. All notices, demands or other writings required to be given or made or sent pursuant to this AGREEMENT, or which may be given or made or sent by either party to the other, shall be deemed to have fully been given or made or sent when in writing and addressed as follows:

SHERIFF	CITY
Peyton C. Grinnell, Sheriff	Brian Bulthuis, City Manager
Lake County Sheriff's Office	City of Clermont
Attn: General Counsel	685 W. Montrose St.
360 West Ruby Street	Clermont, FL 34711
Tavares, FL 32778	

- B. All notices required, or which may be given hereunder shall be considered properly given if: (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, or (3) sent by private overnight letter delivery company. Any notice shall also be sent by email to the City Manager and the Sheriff's General Counsel.
- C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.
- D. The PARTIES may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in the manner designated for the filling of notice hereunder.

Section 13. Amendments. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document by the PARTIES with the same formality and of equal dignity of this AGREEMENT.

Section 14. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the PARTIES agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the PARTIES have made and executed this AGREEMENT on the respective dates under each signature. The CITY, through its City Council, signing by and through its Mayor, authorized to execute same by council on the _____ day of _____, 2023, and Peyton C. Grinnell, as SHERIFF of Lake County, Florida.

CITY

On this ____ day of _____, 2023

SHERIFF

On this 22 day of Aug, 2023

BY: _____

Tim Murry, as Mayor
of City of Clermont

BY:  _____

Peyton C. Grinnell, as Sheriff
of Lake County, Florida

Attest: City Clerk: _____

Tracy Ackroyd Howe



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2023		
Agenda Item Name		
Employment Policies Manual Amendment <i>Storm Leave</i>		
Requested Action		
Amend the Employment Policies Manual, Chapter 4: Compensation/Salary Administration, Section 4.8 Storm or Other Disaster Pay and Leave.		
Staff Report		
Staff proposes that the Employment Policies Manual Chapter 4: Compensation/Salary Administration, Section 4.8 Storm or Other Disaster Pay and Leave that was previously approved and adopted by the City Council be amended per the attached document to clarify the intent of the policy. • Directors may adjust employees' schedules as necessary to support emergency operations. • Storm Leave is paid to all employees in the amount of their total daily hours, regardless of assigned schedule, while city operations are suspended due to the storm. The policy does not apply to seasonal and union employees. • Storm Worked pay is paid at the rate of 1.5x an employee's hourly rate for storm-related hours worked during the storm period, and the storm period is determined by the City Manager. • Storm Prep pay is applicable to all employees, including police officers and firefighters. • Removes reference to how on-call pay is administered because it is addressed in the separate on-call pay policy.		
Additional Analysis		
Fiscal Impact Summary		
Storm leave pay which meets the criteria of FEMA guidelines is eligible for reimbursement.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Storm Pay Policy Revisions - REDLINE DRAFT	Storm Pay Policy Revisions - REDLINE DRAFT.pdf	
2. Storm Pay Revised Policy FINAL 10 10 2023	Storm Pay Revised Policy FINAL 10 10 2023.pdf	

4.8 Storm or Other Disaster Pay and Leave

These policies apply when a City-wide state of emergency has been declared by the Mayor or in his/her absence the Mayor Pro Tem. Storm or other disaster pay and leave does not apply to ongoing or continuous states of emergency and is meant to cover short-term, limited duration states of emergency. Directors may adjust employees' schedules as necessary to support emergency operations.

A. Storm Leave

While City operations are suspended due to the storm, all eEmployees ~~(except seasonal part time)~~ directed not to work any scheduled hours due to the storm shall be paid Storm Leave for those total daily hours not worked at their regular hourly pay rate (e.g., 8 hours regularly scheduled, worked 3 hours, storm leave for 5 hours) their total daily hours, regardless of assigned schedule).

Employees who are on an approved absence (e.g., vacation, sick or other) will not be paid Storm Leave as they were not scheduled to be on-duty during the City-declared emergency.

Hours paid as Storm Leave shall not count toward overtime.

This policy does not apply to seasonal part-time employees and employees covered under a Collective Bargaining Agreement.

B. Storm Worked Pay

Non-exempt employees (except police officers and firefighters) who are required to work to support city emergency operations during the storm period as designated by the City Manager (or designee) shall be paid ~~2.5~~ 1.5 times their normal pay for all storm-related hours worked during the storm period up to their regular daily hours and in addition will be compensated at 1.5 times their normal pay for all additional hours worked beyond their regular total daily/weekly hours in accordance with Fair Labor Standards Act and Employment Policies Manual. Storm Worked Pay shall continue during the City-declared emergency, unless otherwise determined by the City Manager. City Manager will determine the end of the Storm Worked Pay period. The beginning and end of the storm period shall be determined by the City Manager (or designee) on an operational basis, and may begin or end at different times for different operations depending on need.

~~Employees who are on-call during the city-declared emergency will be paid in accordance with the Storm Worked pay policy above, and not the on-call pay.~~

Directors may authorize employees to work from home as needed to be paid at the regular rate of pay. Police officers and firefighters called in or held over shall be paid Storm Worked Pay at 1.5 times their regular hourly pay rate.

All Storm Worked Pay hours paid shall be considered time worked for purposes of overtime calculation.

C. Storm Prep Pay

Non-exempt employees ~~(except police officers and firefighters)~~ who are required to work outside of their regularly scheduled work shift to prepare for an upcoming storm prior to the ~~declaration of state of emergency at the discretion of the City Manager~~ designated Storm Period will be paid Storm ~~Worked Prep~~ Pay at 1.5 times their regular hourly pay rate. Reassignment of duties during regularly scheduled shifts does not qualify an employee for Storm Prep Pay.

4.8 Storm or Other Disaster Pay and Leave

These policies apply when a City-wide state of emergency has been declared by the Mayor or in his/her absence the Mayor Pro Tem. Storm or other disaster pay and leave does not apply to ongoing or continuous states of emergency and is meant to cover short-term, limited duration states of emergency. Directors may adjust employees' schedules as necessary to support emergency operations.

A. Storm Leave

While City operations are suspended due to the storm, all employees shall be paid Storm Leave for their total daily hours, regardless of assigned schedule.

Employees who are on an approved absence (e.g., vacation, sick or other) will not be paid Storm Leave as they were not scheduled to be on-duty during the City-declared emergency.

Hours paid as Storm Leave shall not count toward overtime.

This policy does not apply to seasonal part-time employees and employees covered under a Collective Bargaining Agreement.

B. Storm Worked Pay

Non-exempt employees (except police officers and firefighters) who are required to work to support city emergency operations during the storm period as designated by the City Manager (or designee) shall be paid 1.5 times their normal pay for all storm-related hours worked during the storm period in accordance with Fair Labor Standards Act and Employment Policies Manual. The beginning and end of the storm period shall be determined by the City Manager (or designee) on an operational basis, and may begin or end at different times for different operations depending on need.

Directors may authorize employees to work from home as needed to be paid at the regular rate of pay.

Police officers and firefighters called in or held over shall be paid Storm Worked Pay at 1.5 times their regular hourly pay rate.

All Storm Worked Pay hours paid shall be considered time worked for purposes of overtime calculation.

C. Storm Prep Pay

Non-exempt employees who are required to work outside of their regularly scheduled work shift to prepare for an upcoming storm prior to the designated Storm Period will be paid Storm Prep Pay at 1.5 times their regular hourly pay rate. Reassignment of duties during regularly scheduled shifts does not qualify an employee for Storm Prep Pay.

AGENDA ITEM

Meeting Date	
Tuesday, October 10, 2023	
Agenda Item Name	
Variance Request <i>Withdrawn</i> Valor Lakes	
Requested Action	
Recommend denial of requested variance.	
Staff Report	
<i>This item was continued from the September 12, 2023, City Council meeting.</i> The applicant, Valor Lakes, is requesting a variance to allow for a 264 square foot wall sign, which exceeds the maximum 200 feet permitted by the Land Development Codes, Section 117-15. The subject property is located at 12626 US Highway 27, and the current zoning is Planned Unit Development (Anderson Hill PUD – Ordinance 2018-11). The PUD allows C-2 General Commercial permitted uses. The land use designation is Commercial. The signage for the PUD must comply with the Clermont Codes, Chapter 117-15 Permitted Signs.  The intent and purpose of signs is to allow for adequate and effective signage for communicating business identification while preventing signs from dominating the visual appearance of the area in which they are located. Signs should be designed in a manner that is cohesive and consistent with other signage within the business community and the adjacent properties. The request for the larger wall sign with a 264 square foot area may be considered out of character with other similar signs in the same zoning category. The proposed signage would be 64 square feet over the maximum permitted for primary wall signs. The code allows a maximum 200 square foot copy area which has proven adequate to protect and maintain visual integrity of roadway corridors within the city by establishing a maximum amount of signage allowed on any one site to help reduce visual clutter. Section 101-246 of the Land Development Code requires a positive finding on all the Review Criteria and Findings in order to grant a variance; the application has been reviewed as presented and the application does not meet a positive finding on all the review criteria. Therefore, staff recommends denial of the variance request to the Land Development Codes.	
Additional Analysis	
Fiscal Impact Summary	

None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	101-246 Review Criteria-Valor Lakes Sign-2023	101-246 Review Criteria-Valor Lakes Sign-2023.pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	Application - Valor Lakes Sign VAR	Application - Valor Lakes Sign VAR.pdf
4.	Legal Ad	Legal Ad.pdf

Valor Lakes Solutions Sign Variance

The requirements for a variance are as follows:

“Sec. 101-246, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

Applicant response: *Granting this professionally designed variance will uphold the aesthetic integrity of our property and align with the local landscape, without causing detriment to the nearby businesses or the surrounding environment, It will not impede the enjoyment of adjacent properties, but instead will enhance ease of navigation and business recognition, thereby supporting the overall standards of living and commercial vibrancy within our community.*

Staff comments: *The Clermont Codes, Section 117-15 allows one primary wall sign per street frontage, not to exceed the maximum 200 square feet. The proposed sign variance is requesting 264 square foot copy area. The sign is located within a PUD Development which requires all sign to comply with city codes. The requested variance may be considered out of character with other signs located within the commercial development.*

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;

Applicant response: *The sign proposed by professional designers, will facilitate reasonable use of the property. The recommended signage size is in harmony with the aesthetic standards prevalent among local properties in the same zoning.*

Staff comments: *The requested variances will allow for a wall sign to exceed the maximum 200 square foot copy area permitted by the code. The larger sign may be considered out of character with other similar signs in this zoning category.*

Negative finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *Strict compliance with the land development regulation in the context would not significantly further any city objective. Rather, granting the variance for our professionally designed signage would provide more meaningful benefits. It would enhance the property’s aesthetics, improve business visibility for passing traffic and maintain the character of our zoning category, all of which support the city’s goals for vibrant accessible commerce. These benefits clearly outweigh any potential advantage of denying the variance.*

Staff comments: *The requested sign variance will not further any legitimate city objective. The proposed signage will provide clear direction and the ability to locate the applicable medical offices in a timely manner.*

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan,

Applicant response: *As per our understanding, granting this variance would in no way negatively impact the city's comprehensive plan.*

Staff comments: *The variance request is not in conflict with the Clermont Comprehensive Plan goals, objectives and policies.*

Positive finding

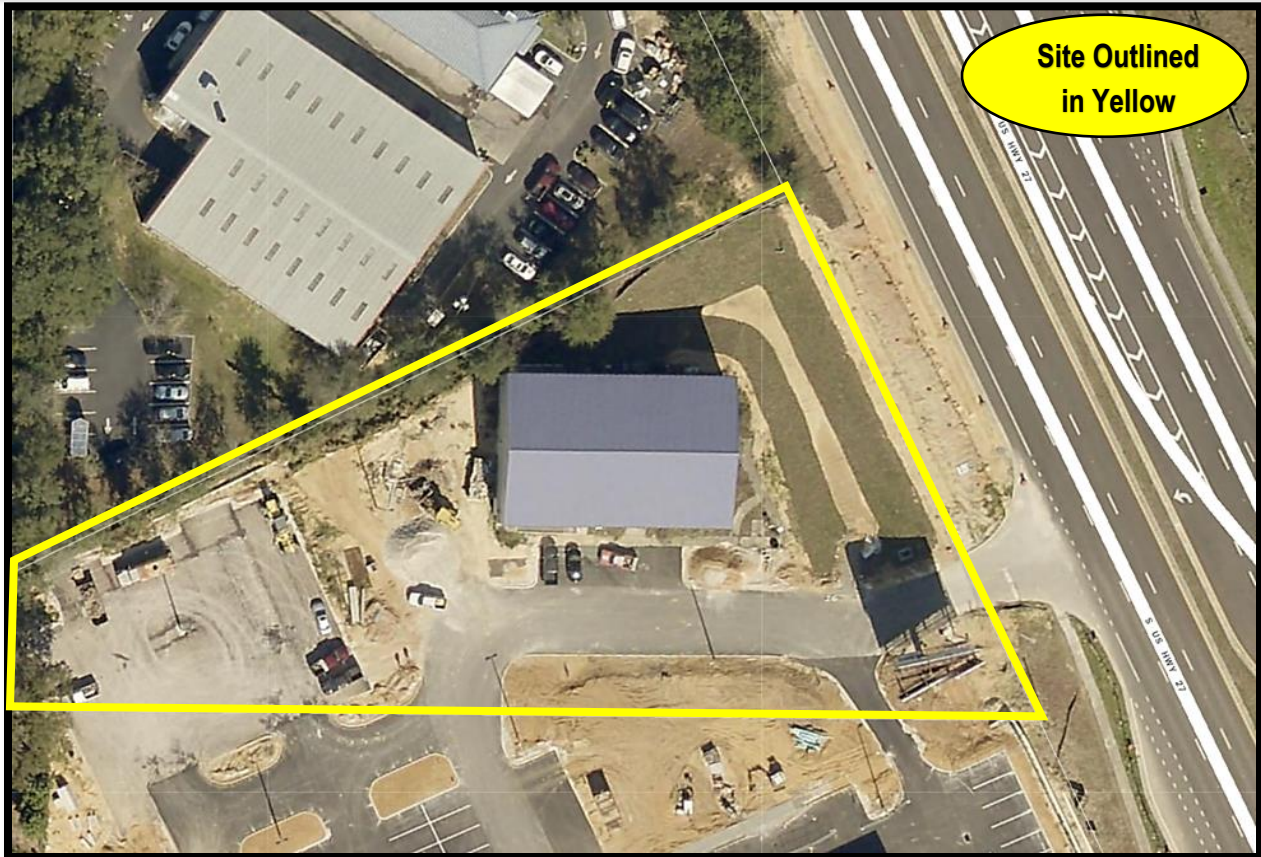
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *Upon deliberation and design variations, our professional team concludes that the requested variances for the signage size represents the minimum that will ensure appropriate use of the building frontage. A smaller scale would distract from the property aesthetics and reduce its functional effectiveness.*

Staff comments: *The variance request is not the minimum variance allowed to make reasonable use of the site. The code requires a variance may be considered as an exception to the uses permitted by the land development codes which would result in either practical difficulty or unnecessary hardship for the property at issue.*

Negative finding

STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as presented and finds the application does not meet a positive finding. Therefore, staff recommends denial of the variance request to the Land Development Code.





CITY OF CLERMONT

VARIANCE

APPLICATION

DATE 8/04/2023		FEE:	
Project Name (if applicable) Valor Lakes Signage			
Applicant Valor Lakes Solutions LLC			
Contact Person Scott Homan			
Address 12629 US HWY 27	City Clermont	State FL	Zip 34711
Telephone 352.516.2338	Fax		
Email scott@macarthurgroup.us			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name ANDERSON HILL DLSU LLC			
Owner Address 625 STATE ROAD 100	City PALATKA	State FL	Zip 32177
Telephone (386)329-4000	Email qrobertscpi@yahoo.com		
PROPERTY INFORMATION			
Address of Subject Property 12629 US HWY 27	City Clermont	State FL	Zip 34711
General Location Pulling into Anderson Hill subdivision off of HWY 27, building is on the right.			
Legal Description & Alternate Key (include copy of survey) Alt Key: 3828239 CLERMONT, LAKE HIGHLANDS 32-22-26 BEG AT SW COR OF TRACT 22, RUN N 0-12-07 W 61.46 FT, N 62-51-01 E 393.08 FT TO W R/W LINE OF US HWY 27, S 25-21-30 E 270 FT TO S LINE OF TRACT 22, N 89-36-41 W 465.20 FT TO POB PB 3 PG 24 ORB 4858 PG 593 PUD			
Land Use (City verification required) C-2			
Zoning (City verification required)			



CITY OF CLERMONT VARIANCE APPLICATION

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
117-15

What are you proposing to do that would require a variance and why?

A total signage sq.ft. that would be 63.64 sq.ft over. [Sign a:196.29 sq.ft. Sign b:69.35 sq.ft. Total: 263.64 sq.ft.]

How does the Code create a hardship?

The code presents a hardship given our building's distinct position and specific architecture. Adhering strictly to the code's signage size limit curtails visibility for passing traffic and is aesthetically unsuitable for our building's large glass frontage.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Sign Variance - Permitted Signs - 117-15

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

Granting this professionally designed variance will uphold the aesthetic integrity of our property and align with the local landscape, without causing detriment to nearby businesses or the surrounding environment. It will not impede the enjoyment of adjacent properties, but instead will enhance ease of navigation and business recognition, thereby supporting the overall standard of living and commercial vibrancy within our community.

- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

This sign, proposed by professional designers, will facilitate reasonable use of the property. The recommended signage size is in harmony with the aesthetic standards prevalent among local properties in the same zoning.

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

Strict compliance with the land development regulation in this context would not significantly further any city objective. Rather, granting the variance for our professionally designed signage would provide more meaningful benefits. It would enhance the property's aesthetics, improve business visibility for passing traffic, and maintain the character of our zoning category, all of which support the city's goals for vibrant, accessible commerce. These benefits clearly outweigh any potential advantages of denying the variance.



CITY OF CLERMONT VARIANCE APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and
As per our understanding, granting this variance would in no way negatively impact the city's comprehensive plan.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

Upon thorough deliberation and design variations, our professional team concludes that the requested variance for the signage size represents the minimum that will ensure appropriate use of the buildings frontage. A smaller scale would detract from the property's aesthetics and reduce its functional effectiveness.

Scott Homan

Applicant Name (print)

x

Applicant Name (signature)

Quint Roberts

Owner Name (print)

x

DocuSigned by:

Owner Name (signature)

NOTICE

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

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



ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

Hardship relief. A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

(b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered?

- (1) Requests for variances to the adopted comprehensive plan.
- (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
- (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

(c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(Ch. 8, § 1), 11-8-94)

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.



Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

(Ord. No. 281-C, §1(Ch. 8, §2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(Ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-9)

PROPERTY RECORD CARD

General Information

Name:	ANDERSON HILL DLSU LLC	Alternate Key:	3828239
Mailing Address:	625 STATE ROAD 100 PALATKA, FL 32177 Update Mailing Address	Parcel Number: ⓘ	09-22-26-1405- 022-00000
Property Location:	12629 US HWY 27 CLERMONT FL, 34711	Millage Group and City:	000C Clermont
		2022 Total Certified Millage Rate:	17.4048
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Description:	CLERMONT, LAKE HIGHLANDS 32-22-26 BEG AT SW COR OF TRACT 22, RUN N 0-12-07 W 61.46 FT, N 62-51-01 E 393.08 FT TO W R/W LINE OF US HWY 27, S 25-21-30 E 270 FT TO S LINE OF TRACT 22, N 89-36-41 W 465.20 FT TO POB PB 3 PG 24 ORB 4858 PG 593	Property Name:	HOPE CENTER Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
		NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.	

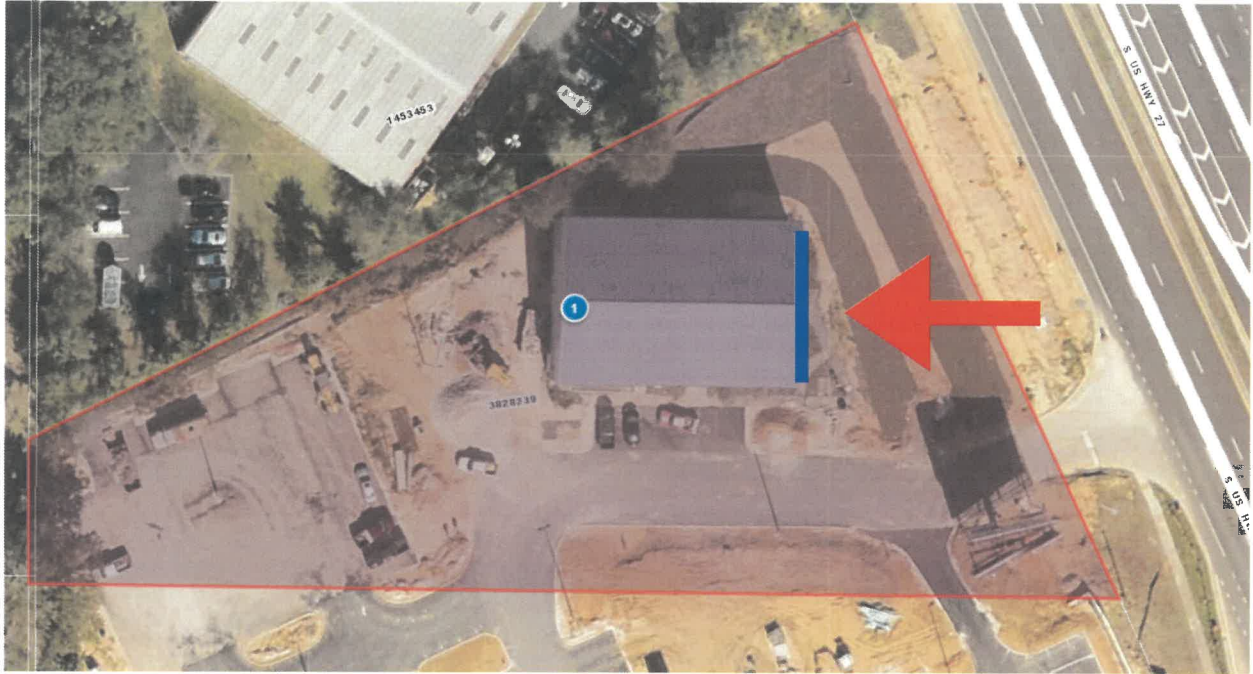
Land Data

Line	Land Use	Frontage	Depth	Notes	No.	Units	Type	Class Value	Land Value
1	STORE - DISCOUNT (1320)	0	0		60984.000		Square Feet	\$0.00	\$527,603.00
2	BILLBOARD SITE (1020)	0	0		1.000		Lot	\$0.00	\$20,000.00
Click here for Zoning Info ⓘ FEMA Flood Map									

Commercial Building(s)

Building 1

Commercial	Building Value: \$462,626.00 Building Use: DISCOUNT STORE (13D) Structure Type:		
Summary	Section(s)		
Year Built:	2007	Section Type	No. Stories
Total Effective Area:	9450	FINISHED LIVING AREA (FLA)	2.00
Full Bathrooms:	0		Ground Floor Area
Half Bathrooms:	3		9450
Elevators:	0		
Elevator Landings:	0		
View Larger			





Option D - Gold / Navy Gradient

9.5' (h) x 7.3' (w)
69.35 sqft

3.8' (h) x 51.13' (w)
194.29 sqft



Printed blue area: 61'(w) x 16.5'(h) / **691.5 sqft visible**

Building face: 69'(w) x 30'(h) / **1,796 sqft visible**

Highlighted area: 69' (w) x 19.375' (h) / **1,336.875 sqft**

Total Square Feet (Letters / Icon) = **263.64 sqft**



CITY OF CLERMONT **VARIANCE** FILING INSTRUCTIONS

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.

APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

Notification of Public Hearing

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time, and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

Conditions of Approval and Denial

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Serves Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of one (1) year.



CITY OF CLERMONT **VARIANCE** FILING INSTRUCTIONS

Check List

The following information shall be provided:

- ☒ Proof of ownership (i.e. Lake County Property record card, tax receipt, or deed.)
- ☒ Legal description of the property – may be on information above.
- ☒ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).
- ☒ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those five (5) items in mind to justify the variance request.
- ☒ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- ☐ The original application and all supplemental materials. All materials can be submitted in PDF format on a CD or via email to planning@clermontfl.org
- ☐ Fee: \$300.⁰⁰ plus advertisement for existing single-family residential.
\$600.⁰⁰ plus advertisement for all others.

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

Cash Register Receipt
CRW Systems

Receipt Number
R34431

DESCRIPTION	ACCOUNT	QTY	PAID
ProjectTRAK			\$600.00
VAR2308-0001	Address: 12629 US HWY 27	APN: 3828239	\$600.00
PUBLIC HEARING APPLICATION			\$600.00
VARIANCE APPLICATION FEE COMMERCIAL	10329-32900		\$600.00
TOTAL FEES PAID BY RECEIPT: R34431			\$600.00

Date Paid: Wednesday, August 09, 2023

Paid By: SCOTT HOMAN

Cashier: JFF

Pay Method: EMV 1135775101

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:	Valor Lake Sign Vari

Date:	08/22/2023
Order Number:	9197976
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	49.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	09/05/2023 - 09/05/2023	Govt Public Notices
LEE dailycommercial.com	1	09/05/2023 - 09/05/2023	Govt Public Notices

Order Confirmation Amount	\$87.42
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public meeting on Tuesday, September 12, 2023 at 6:30 PM for the following variance: To allow for a wall sign to exceed the maximum 200 square feet copy area permitted by Section 117-15 Permitted Signs; for the following property:

LOCATION:

Anderson Hill Planned Unit
Development (PUD)
12629 US Highway 27
(Alternate Key 3828239)

A complete legal description may be obtained in the Planning & Zoning Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

#9197976 9/5/23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2023		
Agenda Item Name		
Ordinance No. 2023-028 <i>Final</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
----------------------------------	----------------

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



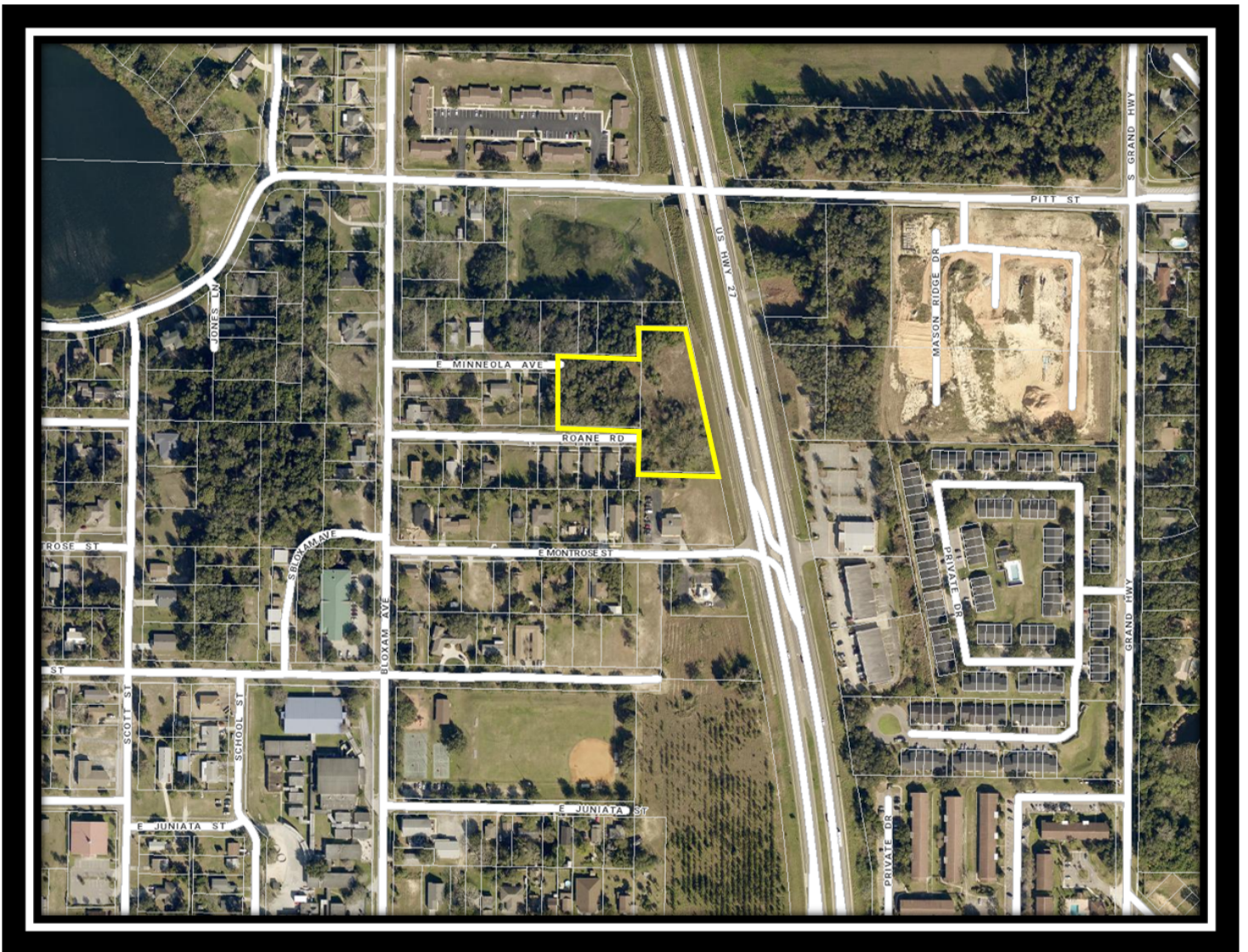
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2023		
Agenda Item Name		
Lien Reduction Request		
Requested Action		
Staff Report		
This is a request for a Lien Reduction on two parcels of vacant land owned by owner-Ahmad Alyahya (al-ya-ya). The first parcel with .98 acres located on Roane Road (Alt Key # 1616689) is zoned commercial with a future land use of Low Density Residential. The second parcel on North US 27 with 1.45 acres (Alt key# 152954900), is zoned commercial with a future land use of commercial. The Roane Road case (C2018-000284) was initiated in June of 2018 with total amount owed \$230,750.00. The North US 27 case (C2201-000010) was initiated in January of 2022 with total amount owed \$67,750.00. Both parcels connect and had similar violations: Overgrowth, property maintenance, Nuisances and Temporary structures. The calls came in from CPD in reference to homeless living on the property. After an inspection was conducted, code observed the property not maintained, homeless encampments and trash on these vacant lands. Several attempts to contact owner or any representative were unsuccessful. 1st Lien was created in 2019. 2nd Lien was created in 2022. Total amount owed on both parcels is \$298,500.00. Clermont Police contacted Code enforcement in March of 2023 advising they were in contact with a representative of the owner who is out of the country. Code Enforcement met with the representative; Power of Attorney Mr. Sulemain on-site on May 5, 2023 who soon after brought both properties into compliance and fines stopped accruing. Mr. Sulemain requested a lien reduction due to the owner attempting to sell the parcels and needs to clear these liens. The applicant is proposing a lien payout of \$29,850.00 from the original amount owed of \$298,500.00, which is 10 percent of total amount owed.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Roan Rd Location Map	Roan Rd Location Map.docx	

Location Map





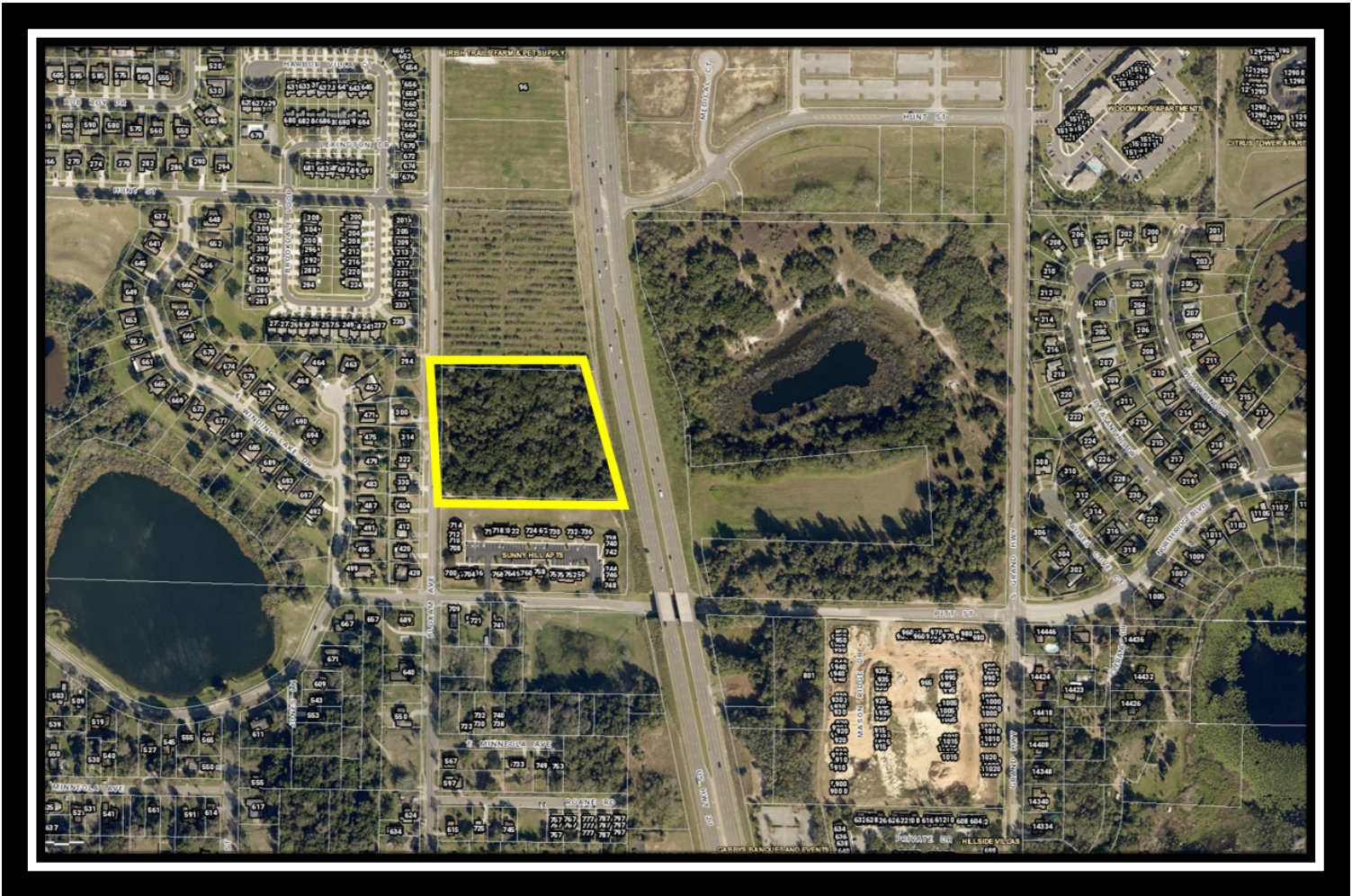
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2023		
Agenda Item Name		
Lien Reduction Request		
Requested Action		
Staff Report		
This is a request for a Lien Reduction on Vacant land located on Bloxam Avenue (Alt Key # 1109957). It is approximately 5.43 acres and owned by Tiproel, LLC. This parcel is zoned commercial with a future land use of commercial. - The 1st case started in 2009 for "Unlawful Maintenance of Nuisance for weeds and refuse". A lien was created on <u>May of 2010 with an amount owed of \$37,300 (CEB#09-495)</u>. The parcel came into compliance soon after. - The 2nd case was generated in 2012 as a "Repeat violation" with the same violations observed as the previous case. The parcel came into compliance after 17 days, but due to the outstanding fine amount of <u>\$1,700.00 (CEB#12-817) that was not paid, a Lien was created.</u> The total amount owed for both cases is <u>\$39,000.00.</u> - In 2017, a 3rd case was initiated for the same violations. It was recorded at a Code Enforcement/Special Magistrate hearing on August 15, 2017, for not being in compliance. Fines accrued daily at \$250 from September 2017 to June 2019. The property came into compliance on June 10, 2019, with a total amount owed of \$161,750. Per the request of the owner, on July 16, 2019, an appearance was made at the special magistrate hearing in which the petitioner and respondent negotiated and agreed upon a reduced fine of \$2,500. This was to be paid by August 19, 2019, or the fine will revert back to the original amount of \$161,750, and the City will set a motion to impose that fine and create a lien. On July 30, 2019 full payment of \$2,500 was received and a lien was never recorded for this case. All notices were sent to the owner, and as of today the property is still in compliance. A representative of the property, Jimmy Crawford, is now requesting a lien reduction on both previous cases from 2010 and 2012 (09-495 & 12-817) as the property is still in compliance and the owners are attempting to sell the parcels and need to clear these liens. The Applicant is proposing a lien payout of \$5,000.00 (approximately 13%) of the \$39,000 owed.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Map	Location Map.docx	

Location Map



AGENDA ITEM

Meeting Date	
Tuesday, October 10, 2023	
Agenda Item Name	
Variance Request 274 Crystal Lake Drive	
Requested Action	
Recommend denial of the variance requests.	
Staff Report	
The property owner, Michael R. Gomez, is requesting a variance to the Land Development Code (LDC), Section 125-195 & 125-520, for property located at 274 Crystal Lake Drive. The variance request is to allow for a front yard setback of 15 feet instead of 25 feet as required by the Land Development Code and driveway placement within five (5) feet of the side yard property line. The property is zoned R-2, Medium Density Residential. The property is developed with a single family home that was constructed in 1951. The owner desires to convert the garage and add a small addition to the existing home to provide additional living space for his daughter and grandchild. The owner requested a variance in June of 2023 to convert the garage into a fully functional secondary living unit, which was denied by City Council. The owner now wishes to add a bedroom and bathroom that will be used in conjunction with the existing home. No kitchen will be added. The property fronts Crystal Lake Drive, and the existing home, based upon a recent site plan, is located 15 feet from the right-of-way line. The owner would like to add a small addition, approximately 117 square feet, on the southwest corner of the home to make it symmetrical and add more square footage for the bedroom and bathroom. The addition would be built out to the existing front building line that is 15 feet from Crystal Lake Drive right-of-way (ROW) line. The distance between the edge of the asphalt and the right-of-way line is 27 feet, and then the 15 feet setback would start. This would provide 42 feet from the edge of pavement. The right-of-way width for Crystal Lake Drive at this area appears to be 75 feet.	
 	
The applicant would also like to add a driveway and a 20 feet by 35 feet parking pad behind the home. The driveway would be placed within the five (5) foot side yard setback, almost to the property line. This is due to the limited space between the existing home and side property line, which is approximately 12 feet at the narrowest point. The applicant has indicated that the driveway would have a curbing to prevent runoff to the neighboring lot at 284 W. Minneola Avenue.	

Section 101-246 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application meets a positive finding on four (4) of the five (5) criteria. Therefore, staff recommends denial of the variance request.

Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Map and Photo	Photos Updated.pdf
2.	Lot Layout with driveway	Lot Layout with driveway.pdf
3.	101-246 Review Criteria 274 Crystal Lake Oct 2023	101-246 Review Criteria 274 Crystal Lake Oct 2023.pdf
4.	Application	Application.pdf
5.	Site Plan	Site Plan.pdf
6.	Legal Ad	Legal Ad.pdf

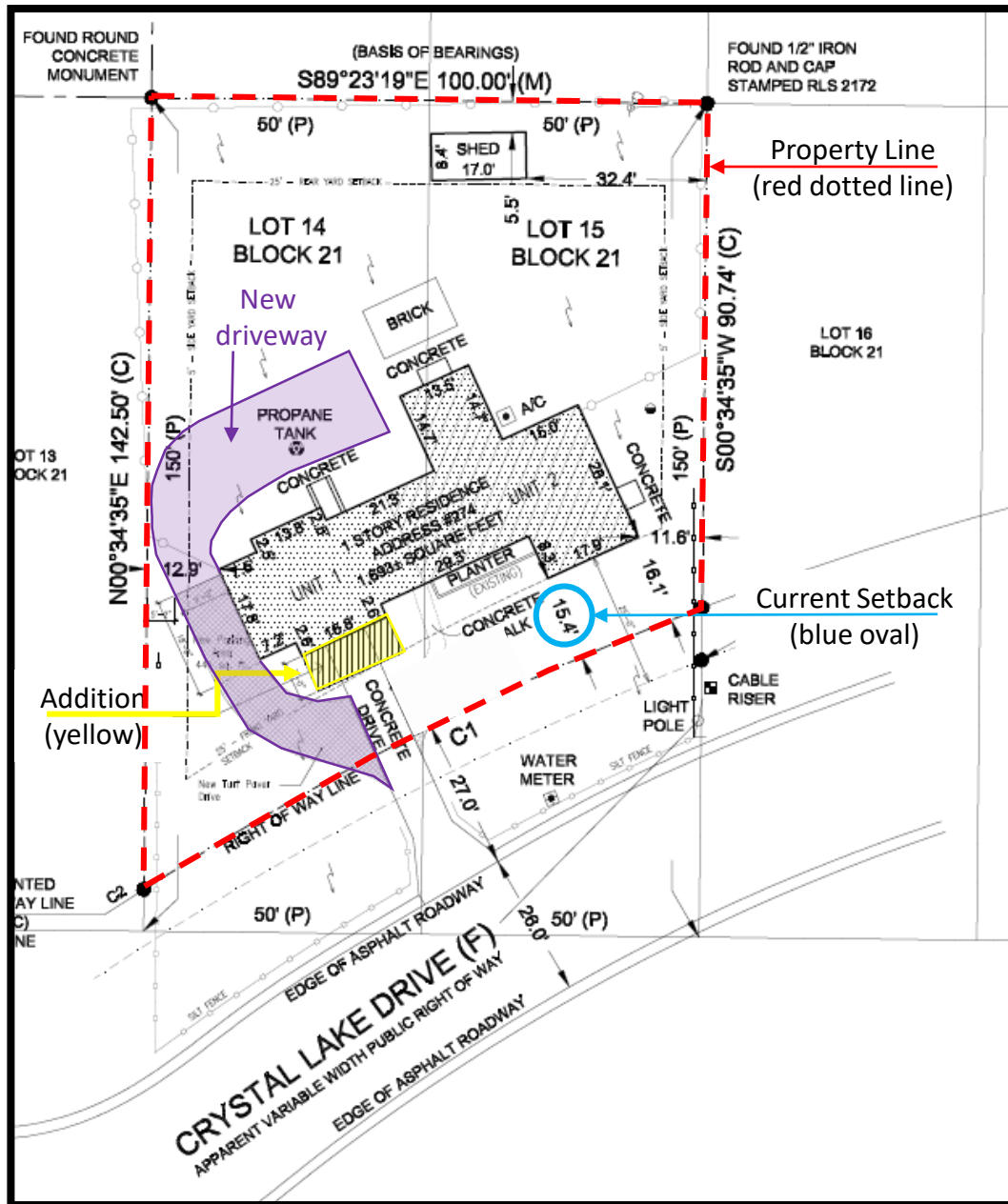
274 Crystal Lake Dr.



274 Crystal Lake Dr.



274 Crystal Lake Dr.



The applicant is requesting a variance for a front yard setback to enclose the garage and construct an addition (bedroom and bathroom) to an existing home (yellow area). The current setback is 15.4 feet from the right-of-way line. The applicant is requesting to place the front plane of the addition in-line with the existing structure and maintain the 15.4 foot setback.

The applicant is requesting a variance to the side yard setback for a driveway (purple area). The Land Development Code requires a 5 foot setback from the side property line. The applicant is requesting to add a driveway and a rear parking area, 20 feet by 35 feet behind the existing home. The applicant intends to install curbing to prevent stormwater runoff to the neighboring lot.

274 Crystal Lake Dr.



274 Crystal Lake Drive -- Variance

The requirements for a variance are as follows:

“Sec. 101-246, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: This variance will have zero impact on any of our citizens of Clermont; except 284 W. Minneola Ave., which is protected by curbing and existing trees/vegetation. As noted above, there are numerous other properties along the subject street which for many decades have been nonconforming as to front setback. Further, the traffic on Crystal Lake Drive is very light, as most drivers move to West Osceola to access downtown or East Avenue.

Staff comments: The variance request to allow the front-yard setback less than the minimum 25-foot required setback for the construction of the addition may negatively impact the adjacent property owner along with the driveway placement. However, the addition would not intrude more into the current front building setback line any more than the existing home.

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: See response to No. 1 above.

Staff comments: The variance request is not out of character with other properties in this zoning district in this area. This area consists of many older homes on a variety of lot configurations. The variance would allow the applicant reasonable use of the property.

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: The addition will remain within the footprint outline of the existing home, and NOT increase the nonconformity, and will provide living space for a family with a handicapped child. Therefore, the benefits of the variance outweigh the benefit if the variance was denied.

Staff comments: The requested variances to the Land Development Code will not further any legitimate city objective, and granting the variance would outweigh the benefits over if it was denied.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;

Applicant response: The variance does not violate any comprehensive plan objective, goal or policy and furthers Objective 1.1, Discourage Urban Sprawl; Policy 1.1.3 Encourage Infill Development; Policy 1.6.2, Medium Density Residential, which allows up to 8 units per acre. The variance has no effect on property lines.

Staff comments: The variance request is consistent with the comprehensive plan goals, objectives and policies for single family residential.

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: The variance requested (six-foot addition to one home section) is the minimum to allow for use of the property by Father, Daughter and Grandchild, and the benefits of granting the variance outweigh the benefits of denying the variance, for the reasons stated herein.

Staff comments: The requested variance is the minimum allowed for reasonable use of the land to construct the addition. The addition would not intrude more into the existing front building setback line and would provide a symmetrical look to the front of the home. The home would still be approximately 42 feet from the edge of pavement. The addition of the driveway would mostly affect the neighbor at 284 W. Minneola Avenue. The addition of the driveway and parking pad would be beneficial if the variance was approved since the garage will be converted to living space and offer parking onsite.

Positive finding

STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance. Staff has reviewed the application as presented and finds the application meets four of the five criteria on a positive finding. Therefore, staff recommends denial of the variance request to the Land Development Code.

STATEMENT OF JUSTIFICATION AND SUPPORT

Introduction

My client owns a construction business in central Florida and is a long-time resident. His daughter's child is autistic and needs constant care/supervision. The application to add the home addition is to provide a living space for the daughter and grandchild, and also for Mr. Gomez.

There is no plan or intention to rent the unit. The plan is for Mr. Gomez, his daughter and grandchild to occupy the home together, and additional space is needed to accommodate their needs. The home is rented until March, 2024. If the variance is approved, that lease will not be renewed.

Minneola Avenue and Crystal Lake Drive were constructed and there were many homes built prior to the acquisition/declaration of the 25' City road ROW. Because of that there are at least 9 other properties on Lake Crystal Drive and Minneola Ave (east of 4th Street) have nonconforming front setbacks (map to be provided at hearing).

Analysis of Sec. 86-174 Variance Review Criteria

1. Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

The variance will have zero impact on any of the citizens of Clermont; except 284 W. Minneola Ave, which is protected by curbing and existing trees/vegetation. As noted above, there are numerous other properties along the subject street which for many decades have been nonconforming as to front setback. Further, the traffic on Crystal Lake Drive is very light, as most drivers move to West Osceola to access downtown or East Avenue.

2. The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

See Response to No. 1 above.

3. In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

The addition will remain within the footprint outline of the existing home, and NOT increase the nonconformity, and will provide living space for a family with a handicapped child. Therefore, the benefits of the variance outweigh the benefit if the variance were denied.

4. The granting of the variance is consistent with the city's comprehensive plan; and, if approved, will not have any effect on property lines.

The variance does not violate any comprehensive plan objective, goal or policy, and furthers Objective 1.1, Discourage Urban Sprawl; Policy 1.1.3 Encourage Infill Development; Policy 1.6.2, Medium Density Residential, which allows up to 8 units per acre. The variance has no effect on property lines.

5. The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

The variance requested (six-foot addition to one home section) is the minimum to allow for use of the property by the Father, Daughter and grandchild, and the benefits of granting the variance outweigh the benefits of denying the variance, for the reasons stated herein.



ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

Hardship relief. A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

(b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered?

- (1) Requests for variances to the adopted comprehensive plan.
- (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
- (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

(c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(Ch. 8, § 1), 11-8-94)

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.



Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

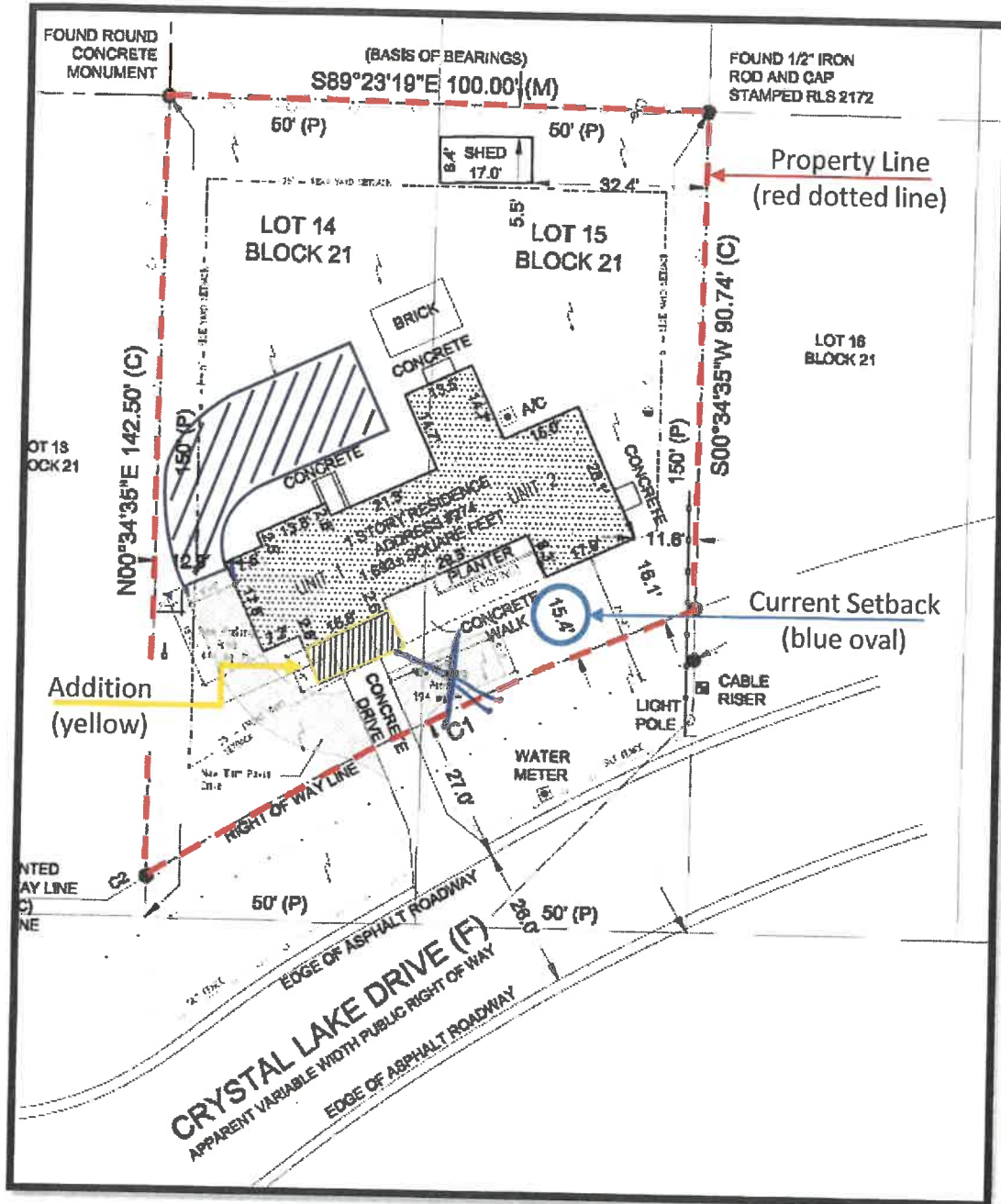
(Ord. No. 281-C, §1(Ch. 8, §2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(Ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-9)

274 Crystal Lake Dr.



The applicant is requesting a variance for a front yard setback to construct an addition to an existing home. The current setback is 15.4 feet from the right-of-way line. The applicant is requesting to place the front plane of the addition in-line with the existing structure and maintain the 15.4 foot setback.

- * Rear Parking Area 20' x 35'
- * Drive addition constructed with corbing to prevent runoff to neighboring lot

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:	09/21/2023
Order Number:	9310242
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	46.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	10/03/2023 - 10/03/2023	Govt Public Notices
LEE dailycommercial.com	1	10/03/2023 - 10/03/2023	Govt Public Notices

Order Confirmation Amount	\$82.68
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing on Tuesday, October 10, 2023 at 6:30 PM for the following variances: (1) to allow for a front yard setback of 15 feet rather than 25 feet, as required by the Land Development Code, Section 125-195 and (2) to allow a driveway adjacent to the side property line rather than a 5 foot setback, as required by the Land Development Code 125-520, at the following location:

LOCATION

274 Crystal Lake Drive
(AK 1611709)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont FL.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
October 3, 2023

10/3/23