



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, April 8, 2025**

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

PRESENTATIONS

Honor the Fallen 5K Check Presentation

Chaplain Oath of Office

Safest City in Florida

PUBLIC COMMENT

CONSENT AGENDA

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

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| Item No. 1 - Council Meeting Minutes | Consider approval of the March 11, 2025 Meeting minutes. |
| Item No. 2 - Plat Approval | Consider plat approval for four (4) commercial lots within the Clermont West Development. |
| Item No. 3 - Surplus Request | Consider declaring end-of-life inventory surplus from the departments of Information Technology, Police, Fire, City Clerk, and Public Services and providing disposal per the Procurement Policy. |
| Item No. 4 - Collective Bargaining Agreements | Consider approval of Clermont Police Officers' and Police Sergeants' (union) collective bargaining agreements with the Central Florida Police Benevolent Association for the period of April 2025 to September 30, 2027. |
| Item No. 5 - Software Agreement
<i>Microsoft 365</i> | Consider approval of a Term Contract with CDW Government, LLC and Microsoft Enterprises to provide Microsoft 365 user accounts city-wide in the budgeted amount of \$111,628.50. |

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Item No. 6 - Bid Award
Utility Billing Mailing and Printing Services

Consider awarding a Term Contract to InfoSend, Inc. to print and bill utility services.

Item No. 7 - Grant Acceptance
Hazard Mitigation Grant Program

Consider approval for submission of HMGP application for emergency generator replacement at Fire Station #3. The federal share is \$87,952.50 and the City's share is in the budgeted amount of \$29,317.50.

Item No. 8 - Interlocal Agreement with Lake County

Consider approval of an Interlocal Agreement granting Lake County a drainage/detention easement on a City-owned parcel located on Hancock Road for the expansion of Hartwood Marsh Road.

Item No. 9 - Change Order Approval
Lake Winona Basin Drainage Improvement Project

Consider approving Change Order 2 to the contract with DB Civil Construction, LLC for drainage improvements in the total budgeted amount of \$13,740.

Item No. 10 - Contract Amendment
Chestnut Street Property

Consider approval of the purchase contract amendment for the Chestnut Street property.

UNFINISHED BUSINESS

Item No. 11 - Ordinance No. 2025-010 *Final*
Vacate ROW

Consider right-of-way vacation of Omar Street.

Item No. 12 - Use License Agreement
Lake County Rowing Association

Consider extending the Boathouse Lease Agreement to LCRA.

NEW BUSINESS

Item No. 13 - Variance Request
Kings Ridge

Consider allowing replacement trees to be understory other than canopy.

Item No. 14 - Variance Request
3262 Hanging Tide Street

Consider allowing for a rear yard setback less than the code requirement of 10 feet, Section 125-520, Special Setbacks.

Item No. 15 - South Lake Chamber of Commerce

Consider approval of a proposal to increase the South Lake Chamber office space at the Clermont City Center.

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Item No. 16 - Fire Station Site Dedication Agreement

Consider acceptance of a land dedication agreement between the City of Clermont and Olympus Community Development District for Fire Station No.5.

Item No. 17 - Ordinance No. 2025-012 *Intro SSCPA*

Consider a request for a small-scale comprehensive plan amendment for property located at 963 Juniata Street.

Item No. 18 - Ordinance No. 2025-013 *Intro Rezone*

Consider a request for a rezoning for property located at 963 W. Juniata Street.

REPORTS

ADJOURN

Public Notice

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

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

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

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 11, 2025

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, March 11, 2025 at 3:00pm in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 3:00pm with the following Council Members present: Council Members Strange, Myers and Petersen.

Other City officials present were Interim City Manager Van Wagner, City Attorney Waugh, and Deputy City Clerk Wisniewski.

Absent - Council Member Howard

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PROCLAMATIONS

A proclamation celebrating Tuskegee Airmen Commemoration Day was read aloud.

Lt. Daniel Keel accepted the proclamation, stated he is proud to call Clermont home and thanked Council for honoring him.

A proclamation celebrating Captain Donnie Cochran Day was read aloud.

Captain Donnie Cochran accepted the proclamation and thanked Council for the honor.

Council Members thanked both men for their service.

PUBLIC COMMENTS

Rudy Buan, Resident – spoke about the participation at the meeting.

Michael Cramer, 208 Nautica Mile Drive, President of the Yacht Club Home Owners Association – thanked Public Works for all the work done after the hurricane. Spoke about a sailboat that washed up on shore during the hurricane that is still sitting there; it does not belong to anyone in the Yacht Club.

Banks Helfrich, 9100 Sams Lake Road – spoke about compromise.

Diane Maglione, 3954 Eversholt Street– thanked Council for the afternoon meetings so senior citizens can attend.

Constance Tracey, 625 Disston Ave – stated that she was glad to attend the meeting.

AGENDA CHANGES

Interim City Manager Van Wagner informed the Council of the following agenda changes:

Item No. 14 - Variance Request, *Bloxom Avenue Subdivision*

Interim City Manager Van Wagner informed the Council this is a request to table the item to April 22, 2025.

Council Member Strange moved to table Item No. 14, Bloxom Avenue Subdivision to April 22, 2025; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

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Mayor Murry informed the public that Council Member Howard is not in attendance and inquired that all applicants received notification and want to proceed at this meeting.

Development Services Director Henschel stated that all applicants were notified that there would not be a full Council at this meeting.

REPORTS

CITY MANAGER REPORT

Interim City Manager Van Wagner –

- March 25 Council meeting is canceled.
- The workshop with Lake County Schools regarding school concurrency can take place on April 15 at 3:00 pm if Council agrees to that time.

The consensus from Council was to have the workshop at 3:00 pm on April 15.

- Consideration for workshop times moving forward were addressed. 3:00 pm was presented as the standard time for workshops with the ability to change the time if needed.

The consensus from Council was to schedule workshops moving forward for 3:00 pm with the ability to change the time as needed.

- March 15 is Pups in the park at Lake Hiawatha Preserve.
- March 28-30 is Pig on the Pond at Waterfront Park.
- The Spring Games is currently going on.

CITY ATTORNEY REPORT

City Attorney Waugh –

- Spoke about the Fire Impact fees used for the Montrose building and the effect from switching facilities. The funds will have to be returned to the Impact fee fund within a reasonable time. City council made a similar decision previously that he will be looking in to.
- The appeal from a land use decision from November 2024 was denied by a Judge.
- There was a foreclosure case where the City failed to respond to preserve the lien. We have asked the Judge to vacate the result.
- Currently in litigation in the Wright-Ahearn case, have been awarded \$700 in attorney's fees for frivolous actions.
- Provided training to the Planning & Zoning Commission.

CITY COUNCIL REPORT

Council Member Strange –

- Lake County Commissioners have elected not to take a vote on appointing her as the representative from Clermont on the Tourism Development Council. Requested Council stand with her to make Lake County Commissioners vote.

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Council Member Myers –

- Attended the Lake-Sumter Metropolitan Planning Organization meeting.
- Attended Florida Black Caucus of Local Elected Officials conference.
- Attended Senator Geraldine Thompson’s funeral.

Council Member Petersen –

- Spoke about ambulance service in Clermont and invited Fire Chief Ezell to the podium.

Fire Chief Ezell shared transport response time information on ambulance response times and spoke about the mutual aid agreement with Orange County.

Mayor Murry stated there is an issue in Lake County with ambulance service.

Council Member Strange inquired if the year to date totals were a fiscal or calendar year. Fire Chief Ezell stated that there have been 894 responses from January 1 through March 4, 2025.

Council discussed bringing ambulance service to Clermont and how long they would be out of commission since the Hospital’s trauma department does not currently have the resources to assist pregnant women or children and they would have to go to Orlando.

Mayor Murry –

- Mayor’s luncheon in April will be at Cantinas Mexican Kitchen.
- Requested that Interim City Manager Van Wagner speak on Police Chief Broadway leaving the City.

Interim City Manager Van Wagner stated that Police Chief Broadway accepted the position of Chief of Police in Kissimmee. His last day will be March 31 and beginning April 1 Deputy Police Chief Graczyk will fill in as Interim Police Chief.

- Spoke about contracts the City has and Council should let staff handle them.
- Requested Interim City Manager Van Wagner contact Lake County regarding the vote on appointing Council Member Strange to the Tourism Development Council.
- Attending Legislative Days in Tallahassee later this month.
- Read some house bills that are of concern to him and requested Council do research and if they are in agreement they can have City Attorney Waugh draft a letter of opposition.
- Council Members are required to have ethics training every year by July.

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 February 4, 2025, Meeting, and Workshop; February 11, 2025, Meeting; and February 25, 2025, Meeting minutes.

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Item No. 2 – Surplus Request

Consider declaring end-of-life inventory as surplus from Building Services, Parks and Recreation, Information Technology, and the City Manager Department and provide disposal per the Procurement Policy.

Item No. 3 – Agreement with Tetra Tech for Consumptive Use Permit

Consider approval of additional compensation beyond the original scope of services with Tetra Tech in the budgeted amount of \$71,786.

Item No. 4 – Piggyback Contract
Annual Supply of Fittings and Accessories

Consider approval to piggyback City of Boynton Beach Term Contract No. WH22-048 with Core and Main LP to provide pipe and brass fittings.

Item No. 5 – Bid Award
Clermont Arts and Recreation Center

Consider awarding the bid to Northrock Enterprises, LLC to purchase banquet chairs at the ARC for the budgeted amount of \$71,232.

Item No. 6 – Bid Award
Street Resurfacing Services

Consider awarding a bid to Superior Asphalt, Inc. to provide mill and overlay services for city-maintained streets in the amount of \$476,825 and a contingency amount of 10% for a total of \$524,507.

Item No. 7 – Event, Open Container and Road Closure Request
Suntoberfest 2025

Consider allowing Suncreek Brewery to host event in downtown Clermont with street closures and open container allowance.

Item No. 8 – Event Request Date Change Approval
Clermont Main Street

Consider re-approval of the Food Truck Wars event and road closures as the date changed from January 25, 2025, to Saturday, March 22, 2025, from 12PM–11PM.

Item No. 9 – Event and Open Container Date Change Approval

Consider re-approval for "Clermont Sips & Salsa" on September 20, 2025, at Waterfront Park.

Item No. 10 – Event Request and Road Closure
Light Up Clermont / Christmas Parade

Consider allowing the Clermont Parks & Recreation Department to host the annual event in downtown Clermont with street closures on December 5 - 6, 2025.

Council Member Strange moved to approve Consent Agenda Items 1 through 10; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

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UNFINISHED BUSINESS

Item No. 11 – Ordinance No. 2025-003, PUD Amendment Final

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Planner Kruse presented the item. The applicant is requesting an amendment to the Magnolia Pointe Center Planned Unit Development to allow up to five fast food restaurants within the Planned Unit Development, with four of these located on Lot 3. Magnolia Pointe Center is located south of State Road 50 and east of Magnolia Pointe Blvd. The property is approximately 22 acres in size with majority of the site built out. The Planned Unit Development was approved in Lake County in 2009 under Ordinance No. 2009-8 with conditions limiting specific uses on certain lots. The City of Clermont annexed the property in 2018 keeping the original entitlements. The allowable uses are C-1 Light Commercial and C-2 General Commercial with exclusion of certain uses and permissible uses throughout the site. The only remaining vacant pieces are Lot 3 and a few pads within Lot 6.

On page three of the City’s ordinance (Ordinance 2018-08) under section 3, A (2) (b) ii; it states, “No more than three Fast Food Restaurants shall be permitted.” The applicant is requesting an amendment to increase the number to five and to allow four fast food restaurants within Lot 3. Currently, there exists a Dunkin Donut on Lot 2, which will be included in the count of five. The applicant has proposed a 7,000 square foot building that will be comprised of three fast food restaurants. On the end of the building, a drive-thru fast food business (Twistee Treat) is also being proposed. Based upon the information provided, the project will be required to have a minimum of 57 parking spaces. The applicant is providing 58 parking spaces. The Twistee Treat will primarily be served via a drive-thru.

The applicant has indicated that the amendment will enable Magnolia Pointe Center to better serve community needs by increasing dining options, while maintaining compatibility with the Planned Unit Developments overall design and operational guidelines. In consideration of support of the project, City staff requested documentation from the Magnolia Pointe Homeowners Association that the proposed amendment would be supported by the development. A letter from the Ellis Property Management Company was provided indicating support of the amendment.

Staff has reviewed the application and proposed project in regards to Section 125-486 Review Criteria for a Planned Unit Development. The proposed amendment to allow the additional fast food restaurants does not appear to impact the surrounding property, and the uses are currently allowed within the Planned Unit Development. Staff has no evidence that with this amendment the overall characteristics of the project will change, and it appears that it may better serve the surrounding community. The conceptual layout on Lot 3 appears to meet the Land Development Code. Staff is able to support the request and recommends approval of Ordinance 2025-003. The Planning and Zoning Commission recommended approval 7-0.

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John Abi-Aoun, Florida Engineering Group was present on behalf of the project. He conferred with staff's recommendation and asked Council for approval of the project.

Mayor Murry opened the public hearing.

Edward Kelley, 1114 Windy Bluff Drive, Minneola – spoke about a similar project in Minneola, noting to clearly define in the Ordinance the things you do not want in that space.

Vincent Niemiec, Regency Hills – think about what you are approving, look at all the available options.

Jenny May, 4062 Greystone Drive – requested that the Twistee Treat look at a more modern design that follows suit of the building.

Joseph Bander, resident – expressed concern with the traffic and the aesthetic of the cone for Twistee Treat.

Mayor Murry closed the public hearing.

Discussion ensued on the businesses that would be in that location, the design of the Twistee Treat and what control Council has over the project.

City Attorney Waugh provided Council with a list of what they can take into consideration when approving a project.

Architectural standards were discussed and the difference between engineered and architectural designs. Council Member Strange stated that she would like to see a more walkable design.

Mr. Abi-Aoun stated that the Twistee Treat will be in line with the building height and the project is staying within the original 7,000 square feet. The site plan was done per code and not requesting any waivers.

City Attorney Waugh reminded Council that the request in front of them is an amendment to what was previously approved but still gets considered under the same criteria under the code.

Mr. Abi-Aoun said they are asking for two more restaurants within the same space. They are entitled to two restaurants currently and could build those with no restrictions. The project is compliant with code and Council cannot limit them more than others in the area.

Council Member Myers moved to approve Item No. 11, Ordinance No. 2025-003, PUD Amendment with the stipulation that the architectural elevations must be presented to City Council and approved prior to site plan approval for the building on Lot 3; seconded by Council Member Petersen. Passed 3-1 with Council Member Strange opposed.

Item No. 12 – Variance Request, *EnviroStruct LLC*

Development Services Director Henschel presented the variance request. The applicant, EnviroStruct LLC, is requesting a sign variance on an existing building located at 17410 State Road 50. The applicant is requesting to allow for more than 200 square feet of wall signage located on the second floor of the building façade wall to be greater than the total allowable copy areas. The Land Development Code allows one primary wall sign, parallel to a road or street, not exceeding the maximum 200 square footage copy area. A secondary wall sign may be permitted on up to two walls provided it is a maximum of 50 percent of the primary wall sign. The applicant is asking for a second wall sign, exceeding the 50 percent allowed copy area.

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The applicant currently has the primary wall sign installed on the second floor of the building, which is approximately 100 square feet. The applicant is requesting a second wall sign that is approximately 100 square feet. Without a variance, the applicant's second wall sign would only be permitted at 50 square feet. If approved, two wall signs of similar size would be allowed on the second floor building façade. No other signage would be permitted on the second floor façade.

Section 101-246 of the Land Development Code requires a positive finding in 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 on two of the five review criteria. Therefore, staff recommends denial of the requested variance to the Land Development Code.

Shawn McTigue was present on behalf of the applicant. The building is condos and there are two owners, they own the second floor. The current sign on the building belongs to a tenant with a five-year lease who received approval for the sign from the property management company. Half of the second floor belongs to EnviroStruct and the name of the building is the EnviroStruct Business Center. If the variance is not approved they will have to make their client remove their sign. Believes the sign would off set and balance the top floor of the building.

Mayor Murry opened the public hearing.

Patrick Bianchi, 752 W. Montrose Street – most buildings have one sign that is the building name. They will then have directories or a monument sign for the businesses within the building. If this is approved, other buildings will also want to display their business name with a sign.

Mayor Murry closed the public hearing.

City Attorney Waugh questioned what two criteria the application did not meet.

Development Services Director Henschel stated they did not meet appositve finding on the two criteria listed below.

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

Mayor Murry expressed his desire for the code to be updated. He is okay with the signage as long as it is stated that there can be no more signs added.

Discussion ensued on other signage for the building, how long the current sign on the building will be in place and the fact that the current sign is in violation since a permit was never issued.

Council Member Petersen moved to deny Item No. 12, Variance Request, EnviroStruct LLC; seconded by Council Member Strange. Motion failed 2-2 with Mayor Murry and Council Member Myers opposing.

Council Member Strange moved to approve Item No. 12, Variance Request, EnviroStruct LLC; seconded by Council Member Petersen. Motion failed 2-2 with Council Member Strange and Council Member Petersen opposing.

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City Attorney Waugh explained to the applicant that the variance was not adopted. There are not enough votes to approve or deny so it dies for a lack of an approval.

Item No. 13 – Resolution No. 2025-005R, *Clermont Retail 935 W. Minneola Ave.*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A COMMERCIAL BUILDING OCCUPYING MORE THAN 3,000 SQUARE FEET OF FLOOR AREA IN THE CENTRAL BUSINESS DISTRICT (CBD); PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Planner Kruse presented the item. The applicant, MEI Partners LLC, is requesting a Conditional Use Permit to allow the construction of a 6,920 square foot retail, office and restaurant building in the Central Business District. The proposed building will replace an existing duplex at 935 W. Minneola Avenue and will be a single-story building. In addition to the new building, the project will also have a small outdoor patio area. The Land Development Code, Section 125-370, requires a Conditional Use Permit for any structure occupying more than 3,000 square feet of floor space (in which it is now 6,000 square feet). The total property area is roughly half an acre. The Land Use designation is Downtown Mixed-Use.

In order to accommodate the necessary parking, the applicant would like to construct six parking spaces within the right-of-way of Minneola Avenue adjacent to this project. This would be similar to the parking spaces constructed north of this property that was a part of the Victory Village project. Staff does not have any objection to this improvement, and this will need to be coordinated with City staff at the time of site review.

Staff has reviewed the application and finds that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity and the use will be in compliance with the regulations and conditions specified. The building size and property size is very similar the property northeast of the site, which is formerly known as the Market. The surrounding area consists of commercial uses, and the Central Business District zoning is supportive of the proposed uses. Staff recommends approval of Resolution No. 2025-005R. The Planning and Zoning Commission recommended approval 6-1.

Kevin Hebert of MEI Partners was present on behalf of the project. Commended staff on a great job of presenting the project. The project would be a great addition and would complement the surrounding area.

Mayor Murry opened the public hearing.

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

Mayor Murry closed the public hearing.

Council Member Myers moved to approve Item No. 13, Resolution No. 2025-005R, Clermont Retail 935 W. Minneola Ave; seconded by Council Member Petersen. Passed unanimously 4-0 with all members present voicing aye.

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NEW BUSINESS

Item No. 14 – This item was addressed earlier in the meeting and tabled to April 22, 2025.

Item No. 15 – Resolution No. 2025-008R, *Regal & Nautique of Orlando CUP*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A NEW AND USED BOAT DEALERSHIP AND BOAT REPAIR IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Director Henschel presented the item. The applicant, Regal & Nautique of Orlando, would like to open a new and used boat dealership within an existing building at 102 South U.S. Highway 27. The property and building were previously used for an animal feed store, formerly known as Irish Trails Farm and Pet Supply. The existing building was constructed in 2002 and is approximately 15,000 square feet. The building has a loading dock and large warehouse doors on both sides of the building. These doors would allow larger deliveries, like boat motors and other large equipment, as well as an access point to display boats internally inside the building. In addition, the applicant would like to have an outdoor display area of new and used boats within the existing parking lot. The property is zoned C-2 General Commercial with a Commercial Future Land Use. The property faces U.S. Highway 27, which is an arterial roadway, and is buffered from Bloxam Avenue in the rear by the site's storm water pond. Under Section 125-337 (a) (17) of the Land Development Code, a Conditional Use Permit is required for this type of use.

The applicant will be fencing off a portion of the existing parking lot for a new/used boat display. This area will be on the north side of the property and will eliminate 18 parking spaces. Based upon the current parking code, a building this size for retail use is required to have 45 parking spaces. With the removal of the parking spaces within the boat display area, there will still be 47 spaces existing. A condition of approval for this display area is that ornamental fencing shall be used around the outside boat area. It will look similar to the fencing used in the businesses to the south, the Rental Depot equipment area.

Staff have reviewed the application and proposed project regarding Section 101-212 Review Criteria for a Conditional Use Permit. The proposed use will not be detrimental to the health, safety and general welfare of the community. The use of the site is not out of character with the existing neighborhoods or adjacent properties. The Conditional Use Permit will not be in conflict with the Clermont Comprehensive Plan goals, objectives and policies for the current land use designation. Staff recommends approval of Resolution No. 2025-008R. The Planning and Zoning Commission recommended approval 7-0 with the addition of a condition for hours of operation, Monday - Friday 8 a.m. to 5 p.m., Saturday 8 a.m. to 4 p.m. and closed on Sunday.

Council discussed the condition on the hours and inquired on why Planning and Zoning Commission put restrictions on the hours.

The applicant, Jeffrey Husby stated that his dealership is a very high end professional business. This location would be a satellite to their Orlando location.

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Mayor Murry opened the public hearing.

Bryan Bain, Planning and Zoning Commission Chair - Planning and Zoning Commission asked the applicant the hours of the business and those were the hours stated. The addition to the hours within the Conditional Use Permit was because of the service aspect of the business and not to create noise for the surrounding neighbors.

Vincent Niemiec, Regency Hills – this will be a good project if they keep the boats where they are allowed.

Michael Cramer, 208 Nautica Mile Drive. – in support of the project.

Mayor Murry closed the public hearing.

Council Member Petersen inquired as to the hours of the business.

Mr. Husby stated that the hours for this location will mimic the hours of the Orlando location. The location will be mainly for sales and small services. Most service will be done in their service center in Orlando or dockside at the customer's location.

Council Member Petersen moved to approve Item No. 15, Resolution No. 2025-008R, Regal & Nautique of Orlando CUP including the hours Planning and Zoning Commission recommended; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 16 – Ordinance No. 2025-010, Vacate ROW Intro

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING OMAR STREET, ACCORDING TO THE PLAT OF WALTON SUBDIVISION, RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Petersen moved to introduce Item No. 16, Ordinance No. 2025-010, Vacate ROW; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Police Chief Broadway spoke about his time with the City and his new opportunity in Kissimmee.

Each Council Member, Interim City Manager Van Wagner along with the Mayor thanked Chief for his service to the City and wished him well on his future endeavors.

Mayor Murry opened the floor for the public to speak about Police Chief Broadway.

Otis Taylor, 3686 Caladesi Road – praised Chief Broadway for his work in the City.

Larry Roberts, 8013 Sergeant Pepper Drive – spoke about his integrity and thanked him for his service.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 11, 2025

ADJOURN: With no further comments, this meeting adjourned at 5:39 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

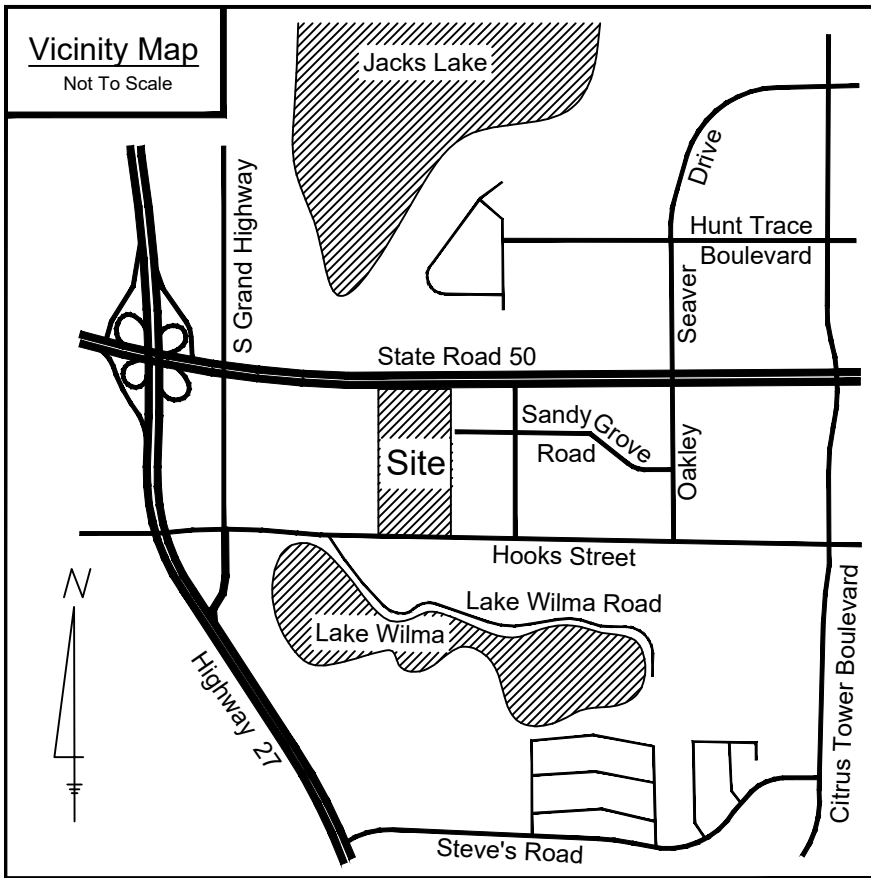


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 8, 2025		
Agenda Item Name		
Plat Approval		
Requested Action		
Recommend approval of the Clermont West Commercial Plat.		
Staff Report		
The applicant, Equinox Development Properties, Inc., is requesting approval of a 4-lot commercial subdivision plat. The 17.71-acre property is located south of SR 50 and north of Hooks Street between Ford of Clermont and Dick's Sporting Goods. The property currently consists of Longhorn Steakhouse, Portillo's, Mission BBQ and a future building on Lot 4. Also included in the plat is Tract "A" (future development and stormwater management system), cross access/ingress/egress easement and sign tracts. The City's engineer and surveyor have reviewed the plat, and it meets all conditions required by Chapter 177 of the Florida Statutes for plat approval. Staff recommends approval of the Clermont West Commercial plat.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Clermont_West_Plat_03-04-25_CC	Clermont_West_Plat_03-04-25_CC.pdf	



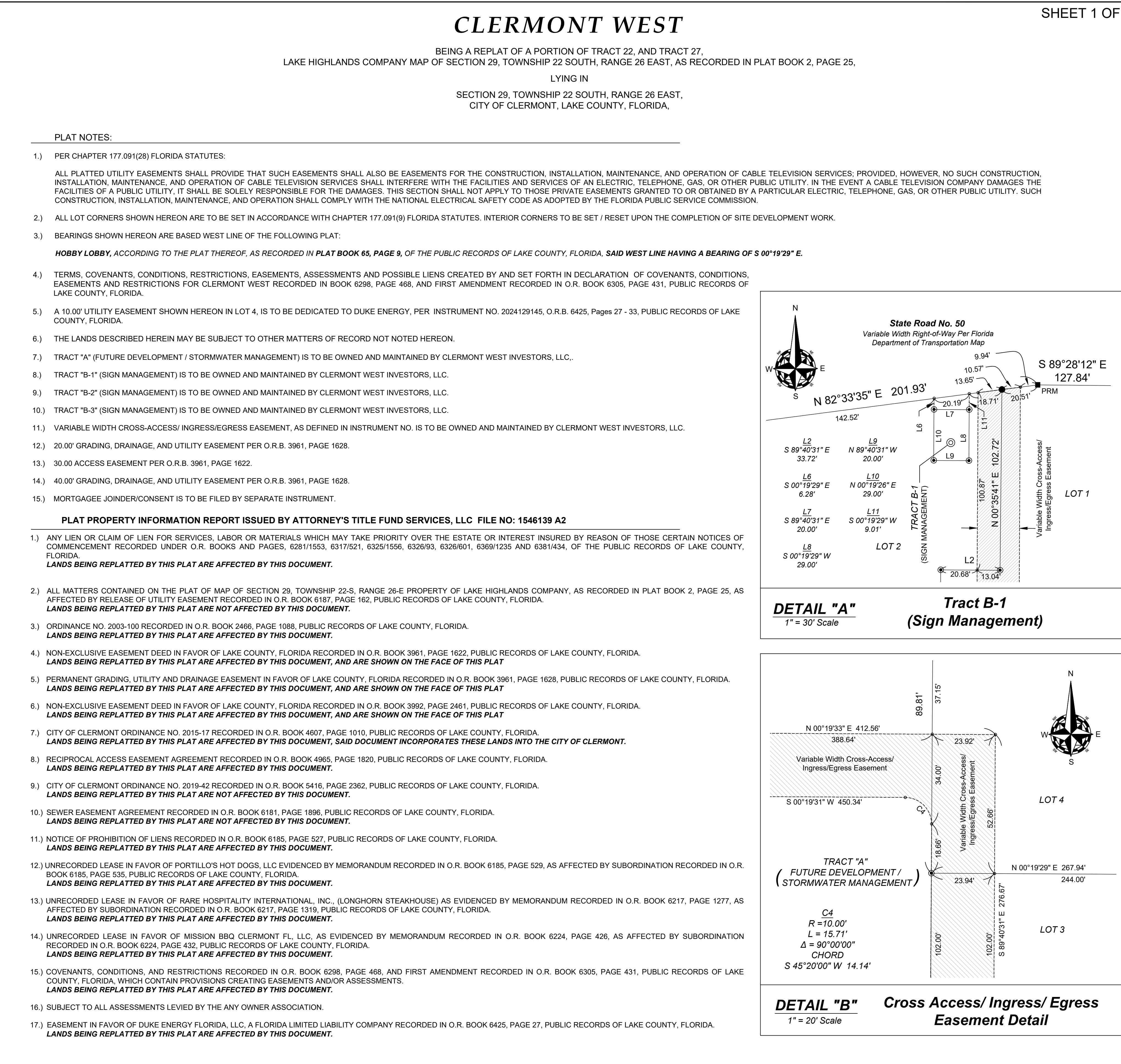
NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, HOBBY LOBBY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 65, PAGE 9, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID SOUTHWEST CORNER ALSO BEING THE POINT OF INTERSECTION OF THE EASTERLY LINE OF TRACT 27, LAKE HIGHLANDS COMPANY MAP OF SECTION 29-22-26, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE NORTHERLY RIGHT OF WAY LINE OF HOOKS STREET (A 100.00 FOOT WIDE RIGHT OF WAY), PER OFFICIAL RECORDS BOOK 3961, PAGE 1632, OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 88°26'43" WEST, 600.28 FEET; THENCE, NORTH 55°29'02" WEST, 55.97 FEET; THENCE, NORTH 89°37'05" WEST, 15.00 FEET TO A POINT ON THE EASTERLY LINE OF TRACTS 26 AND TRACT 23, LAKE HIGHLANDS COMPANY MAP OF SECTION 29-22-26; THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF HOOKS STREET AND ALONG SAID EAST LINE OF TRACT 26 AND TRACT 23, NORTH 00°22'55" EAST, 1057.40 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 50, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP NO. 238429-3, SECTION NO. 11070; THENCE, DEPARTING SAID EAST LINE OF TRACT 23 AND CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 89°28'12" EAST, 117.66 FEET; THENCE, NORTH 00°31'48" EAST, 80.00 FEET; THENCE, SOUTH 89°28'12" EAST, 214.51 FEET; THENCE, NORTH 82°33'35" EAST, 201.93 FEET; THENCE, SOUTH 89°28'12" EAST, 127.84 FEET TO THE NORTHWEST CORNER OF SANDHILL COMMONS UNIT I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 17 - 18, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, DEPARTING THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 50 AND WITH THE WESTERLY LINE OF SANDHILL COMMONS UNIT I, SOUTH 00°19'29" WEST, 365.96 FEET TO THE SOUTHWEST CORNER OF SAID SANDHILL COMMONS UNIT I, BEING THE NORTHWEST CORNER OF LOT 2, HOBBY LOBBY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 65, PAGE 9, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SAID PLAT, SOUTH 00°19'29" WEST, 841.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 771,323.13 SQ FT ± OR 17.71 ACRES ±.

Ireland & Associates Surveying, Inc.
Certificate of Authorization LB #7623
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.Irelandsurveying.com
Phone : 407-678-3366



- - Set 4"x4" Concrete Monument & Stamped Disk PRM LB# 7623
■ - Fnd. 4"x4" Concrete Monument (as Identified on Face of Plat)
- ⊙ - Set Iron Rod & Cap LB# 7623 (unless otherwise Noted on Face of Plat)
● - Set Nail and Disk stamped PRM LB# 7623 (unless otherwise Noted on Face of Plat)
○ - Calculated Point (Not set or Fnd.)

- ⊕ - Centerline
CCR - Certified Corner Record
C.M. - Concrete Monument
Δ - Delta
D.E. - Drainage Easement
FND - Found

- Legend-
L - Length
LB - Licensed Business
M.B. - Minute Book
N.R. - Non-Radial
N.T.S. - Not to Scale
O.R.B. - Official Records Book

- PC - Point of Curvature
PCC - Point of Compound Curvature
PI - Point of Intersection
PG - Page
PLS - Professional Land Surveyor
PNT - Point of Non-Tangency

- POC - Point on a Curve
PRC - Point of Reverse Curvature
PRM - Permanent Reference Monument
PSM - Professional Surveyor & Mapper
PT - Point of Tangency
R - Radius

- RP - Radius Point
R/W- Right-of-Way
U.E.- Utility Easement
W.E. Wall Easement

PLAT BOOK: PAGE:

CLERMONT WEST

DEDICATION

KNOW ALL BY THESE PRESENTS, That
CLERMONT WEST INVESTORS, LLC, a Florida Limited Liability Company
being the owner in fee simple of the lands described in the foregoing caption to this plat,
hereby dedicates said lands and plat for the uses and purposes therein expressed and
dedicates nothing to the public. Regardless of the preceding provisions, the lawful
owner reserves the unrestricted and absolute right to deny the right of ingress to any
person who, in the opinion of the lawful owner may create or participate in a
disturbance or nuisance on any part of the land shown on this plat.

IN WITNESS THEREOF, has caused these presents to be signed and attested to or
witnessed this _____ day of _____, 20____.

By: _____ Signature _____
Printed Name

Title

Signed in the presence of:

By: _____ Signature _____
Printed Name

By: _____ Signature _____
Printed Name

STATE OF FLORIDA COUNTY OF LAKE

The foregoing Instrument was acknowledged by means of:

☐ Physical Presence or ☐ Online notarization,

This _____ day of _____, 20____, by _____

☐ who is/are personally known to me
or
☐ have produced the following identification _____

respectively and who executed the foregoing dedication and severally acknowledged
the execution thereof to be their free act and deed as such officers thereto duly
authorized.

In Witness Whereof, I have hereunto set my hand and seal on the above date.

Signature _____ Notary Public _____
Print Name _____ Notary Public _____
Commission No. _____
My Commision Expires: _____

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with section
177.081, Florida statutes and presented to the CITY COUNCIL of Clermont, Lake
County, Florida, and approved by said CITY COUNCIL of Clermont for record on
this the _____ day of _____, 2025, provided that this plat is
recorded in the office of the Clerk of the Circuit Court of Lake County, Florida
within _____ days from the date of approval by said City of Clermont, Florida

Attest: _____ City of Clermont _____
Signature _____ City Clerk _____ Signature _____ Mayor _____
Print _____ City Clerk _____ Print _____ Mayor _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, that I have examined the foregoing plat and find that it
complies in form with all the requirements of Chapter 177, Florida Statutes and
was filed for record on _____, 2025, at _____
File No. _____

Clerk of the Circuit Court
in and for Lake County, Florida.

REVIEWER STATEMENT

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for
conformity to Chapter 177, Part 1, Platting, Florida Statutes, and find that said
plat complies with the technical requirements of that Chapter; provided,
however, that my review does not include field verification of any of the
coordinates, points or measurements shown on this plat.

Jennings E. Griffin HALFF, INC.
PLS# 4486 902 N. Sinclair Avenue
Tavares, FL 32778

Signature _____ Date _____

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL BY THESE PRESENTS, That undersigned, being a professional
surveyor and mapper that has prepared the foregoing plat and was made under
my direction and supervision and that the plat complies with all of the survey
requirements of Chapter 177, Part 1, Platting, Florida Statutes; and that said land
is located in the City of Clermont, Lake County, Florida.

Dated: _____ / _____ / 2025 Signed: _____

PSM 6637 Patrick K. Ireland
Surveyor's Registration Number Ireland & Associates Surveying
L.B. 7623 800 Currency Circle Suite 1020
Legal Entity's Certificate of Lake Mary, Florida 32746
Authorization Number

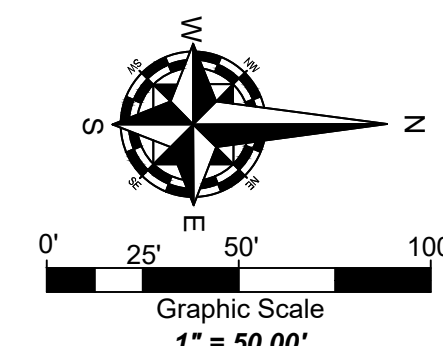
IS-131277_PLAT

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BEING A REPLAT OF A PORTION OF TRACT 22, AND TRACT 27,
LAKE HIGHLANDS COMPANY MAP OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 25.

SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA,

PAGE:



C1
R = 9°00'
L = 14°10'
Δ = 89°45'18"
CHORD
S 45°26'50" W 12.70

C2
R = 100.00'
L = 22.41'
Δ = 12°50'19"
CHORD
S 83°15'22" E 22.36'

C3
R = 100.00'
L = 22.41'
Δ = 12°50'19"
CHORD
S 83°15'22" E 22.36'

C4
R = 10°00'
L = 15.71'
Δ = 90°00'00"
CHORD
S 45°20'00" W 14.14

C5
R = 20.00'
L = 25.63'
Δ = 73°25'13"
CHORD
S 37°05'48" W 23.91

C6
R = 23.58'
L = 37.34'
Δ = 90°44'13"
CHORD
S 43°45'06" W 33.56

C7
R = 15.00'
L = 15.12'
Δ = 57°46'08"
CHORD
S 61°26'36" E 14.49'

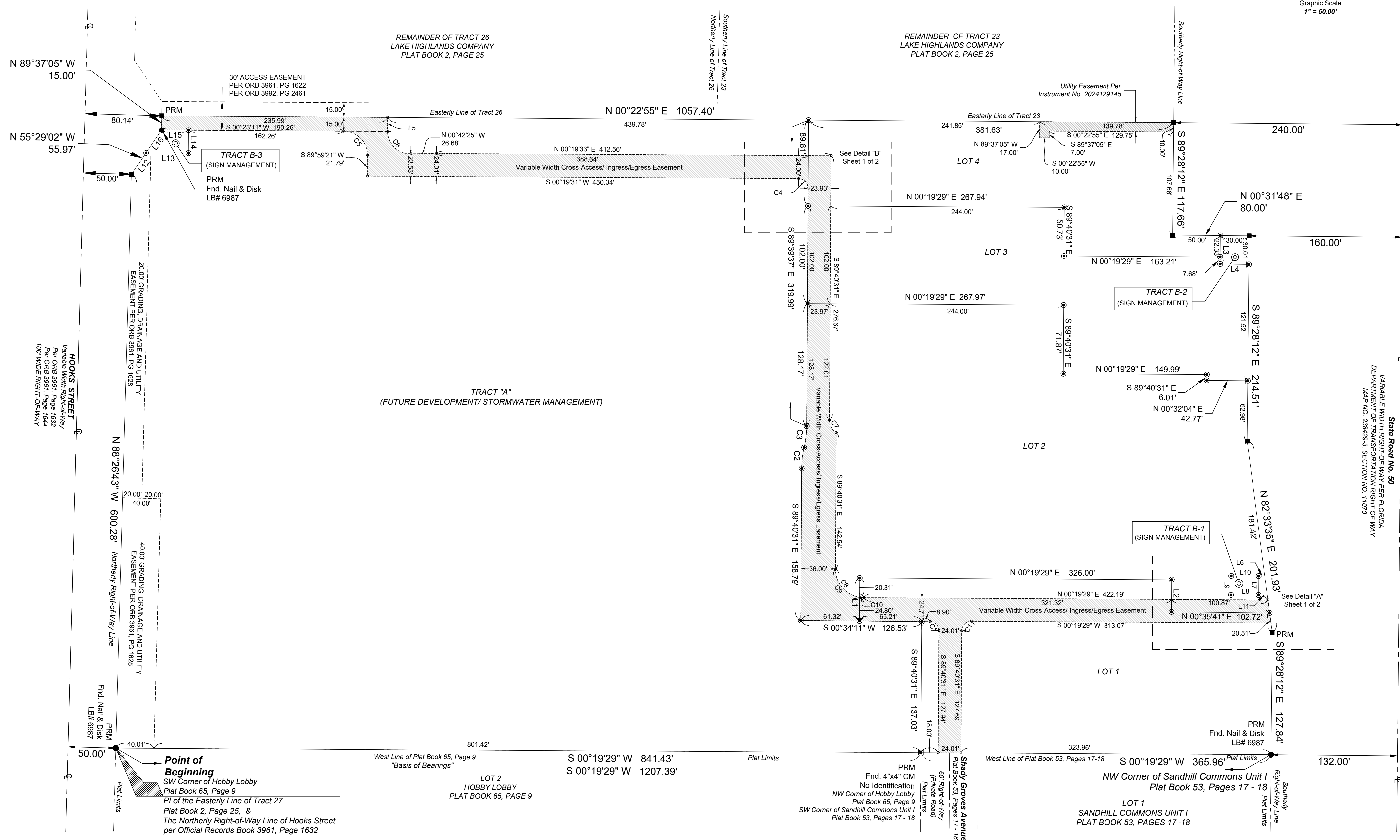
C8
R = 30.00'
L = 12.13'
Δ = 90°00'35"
CHORD
N 45°19'29" E 42.43'

C9
R = 30.00'
L = 42.43'
Δ = 81°01'58"
CHORD
N 49°48'48" E 38.98'

C10
R = 30.00'
L = 47.70'
Δ = 08°58'37"
CHORD
N 04°48'30" E 47.70'

C11
R = 15.00'
L = 15.71'
Δ = 90°00'00"
CHORD
S 44°41'02" E 14.14'

$\overset{L1}{S\ 89^{\circ}40'31''E\ 45.11}$
 $\overset{L2}{S\ 89^{\circ}40'31''E\ 33.72}$
 $\overset{L3}{S\ 89^{\circ}28'12''E\ 30.01'}$
 $\overset{L4}{N\ 00^{\circ}31'48''E\ 30.00'}$
 $\overset{L5}{N\ 89^{\circ}59'23''E\ 15.01'}$
 $\overset{L6}{S\ 00^{\circ}19'29''E\ 6.28'}$
 $\overset{L7}{S\ 89^{\circ}40'31''E\ 20.00'}$
 $\overset{L8}{S\ 00^{\circ}19'29''W\ 29.00}$
 $\overset{L9}{N\ 89^{\circ}40'31''W\ 20.00}$
 $\overset{L10}{N\ 00^{\circ}19'29''E\ 29.00'}$
 $\overset{L11}{S\ 00^{\circ}19'29''W\ 9.01'}$
 $\overset{L12}{N\ 55^{\circ}29'02''W\ 26.97}$
 $\overset{L13}{N\ 00^{\circ}22'55''E\ 44.27'}$
 $\overset{L14}{N\ 89^{\circ}37'05''W\ 24.00}$
 $\overset{L15}{S\ 00^{\circ}22'55''W\ 28.00}$
 $\overset{L16}{N\ 55^{\circ}29'02''W\ 29.00}$



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 D.E. - Drainage Easement
 FND - Found

- Legend-
- | | |
|--------|-------------------------|
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R/W- Right-of-Way
U.E.- Utility Easement
W.E- Wall Easement



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, April 8, 2025		
Agenda Item Name		
Surplus Request		
Requested Action		
The Procurement Services Department requests approval to declare end-of-life inventory as surplus from the Information Technology Department, the Police Department, the Fire Department, the City Clerk, and the Public Services Department and provide disposal per the Procurement Policy.		
Staff Report		
The Procurement Services Department, on behalf of the Information Technology Department, the Police Department, the Fire Department, the City Clerk, and the Public Services Department, recommends approval of the surplus request.		
The following inventory has reached its end-of-life service, and approval to surplus these items is requested:		
Department	Qty.	Property Description
Information Technology	1	Dell Latitude 5480 Laptop
Information Technology	1	Dell Latitude E5570 Laptop
Information Technology	1	Uninterruptible Power Supply
Information Technology	5	Computer Monitors
Information Technology	1	Network Switch
Information Technology	1	Network Camera
Information Technology	2	Wireless Access Points
Police	1	2015 Ford Taurus Interceptor #2203 - 90,785 miles - Donating to Oakland PD
Police	1	2015 Ford Taurus Interceptor #2217 - 92,449 miles - Donating to Oakland PD
Police	1	2018 Dodge Charger #2267 - 82,000 miles - Total Loss
Police	1	2017 Ford Taurus Interceptor #2247 - 87,279 miles - Total Loss
Fire	67	Cardiac Science Powerheart Automated External Defibrillators - Trade-in
Fire	9	Physio Control Automated External Defibrillators - Trade-in
Fire	3	Philips Automated External Defibrillators - Trade-in
Fire	2	Debfittech Automated External Defibrillators - Trade-in
City Clerk	1	Broken Office Chair
Public Services	20	1 1/2 inch Pipes
Public Services	20	1/2 inch Pipes
Public Services	6	Damaged Floating Docks
Public Services	1	Damaged Docks for Rowing Boat House
Public Services	3 pallets	Retaining blocks
Public Services	5 pallets	Concrete pavers
Public Services	2 pallets	Mixed Block and pavers
Public Services	1	Stihl MS250 18" Chainsaw
Public Services	1	Stihl BG85 Handheld Blower
Public Services	1	Stihl FC91 Weedeater
Public Services	2	Stihl FS100RX Weedeater

Public Services	1	Stihl FS9 Edger
Public Services	3	Stihl BR430 Backpack Blower
Public Services	2	Stihl FS90R Weedeater
Public Services	3	Stihl FS91R Weedeater
Public Services	3	Stihl FS94R Weedeater
Public Services	2	Stihl HT132 Pole Saw
Public Services	1	Stihl HL94K Weedeater
Public Services	1	Stihl HT130 Polesaw
Public Services	2	Stihl FS100 Weedeater
Public Services	2	Stihl FS111RX Edger

The salvageable surplus property will be listed on www.GovDeals.com, an electronic public auction website for government property. The non-salvageable property will be disposed of appropriately. Trade-in property will be processed through Stryker in accordance with the established contract. Donated property will be given to the Oakland Police Department.

Additional Analysis

Fiscal Impact Summary

The surplus property has an anticipated value of \$500.

Fiscal Impact	Fund Number and Description	Available Budget Amount
---------------	-----------------------------	-------------------------

Exhibits Attached (copies of original agreements)

1.	City Clerk Disposal Form	City Clerk Disposal Form.pdf
2.	Fire Disposal Forms	Fire Disposal Forms.pdf
3.	Public Services Disposal Form	Public Services Disposal Form.pdf
4.	Information Technology Disposal Forms.	Information Technology Disposal Forms..pdf
5.	Police Disposal Forms	Police Disposal Forms.pdf



PROPERTY DISPOSAL FORM

Dept. / Division: CITY CLERK Property Tag #:
Contact Person: Nicole Wisniewski Phone: 352-241-7334
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Office Chair

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

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

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

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

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

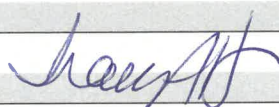
☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

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

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

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

☐ **OTHER:**

Director Signature: 

Date: 7-19-2025

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: SEE ATTACHED
 Contact Person: CAPTAIN SACCO Phone: 352-805-9009
 Year / Make / Model: SEE ATTACHED Vehicle No. N/A
 Miles / Hours: _____ Serial / VIN: SEE ATTACHED
 Description of Property CITY AEDS, TRADE IN, STRYKER CONTRACT

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

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

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

Signed by: _____
 Director Signature: David Eyell Date: 3/10/2025
DA0C8525C158496

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

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

Revised 5/2/2023

Year	Make	Model	Serial #	Property Tag	Vehicle or location of AED
2016	CARDIAC SCIENCE	G5	D0000016688	11963	QM BOX
2015	CARDIAC SCIENCE	G3	6023870	10471	QM BOX
2015	CARDIAC SCIENCE	G3	6024100	10482	QM BOX
2016	CARDIAC SCIENCE	G5	D00000016789	N/A	QM BOX
2019	CARDIAC SCIENCE	G5	D00000121996	11788	QM BOX
2017	CARDIAC SCIENCE	G5	D00000058011	10829	QM BOX
2016	CARDIAC SCIENCE	G5	D00000017428	N/A	QM BOX
2019	CARDIAC SCIENCE	G5	D00000121877	11769	QM BOX
2024	CARDIAC SCIENCE	G5	D00000340791	N/A	QM BOX
2017	CARDIAC SCIENCE	G5	D00000069552	10921	QM BOX
2016	CARDIAC SCIENCE	G5	D00000017236	11957	QM BOX
2017	CARDIAC SCIENCE	G5	D00000069522	11126	QM BOX
2017	CARDIAC SCIENCE	G5	D00000058134	N/A	QM BOX
2016	CARDIAC SCIENCE	G5	D0000013825	11960	QM BOX
2015	CARDIAC SCIENCE	G3	6024063	10476	QM
2024	CARDIAC SCIENCE	G5	D00000340870	N/A	QM
2024	CARDIAC SCIENCE	G5	D00000340803	N/A	QM
2024	CARDIAC SCIENCE	G5	D00000340833	N/A	QM
2020	CARDIAC SCIENCE	G5	D00000182386	12191	QM
2016	CARDIAC SCIENCE	G5	D00000013850	N/A	QM
2017	CARDIAC SCIENCE	G5	D00000058028	10826	QM
2024	CARDIAC SCIENCE	G5	D00000290156	N/A	QM
2020	CARDIAC SCIENCE	G5	D00000186275	12192	QM
2016	CARDIAC SCIENCE	G5	D00000013744	11956	QM
2020	CARDIAC SCIENCE	G5	D00000186004	12188	QM
2018	CARDIAC SCIENCE	G5	D00000104261	11784	QM
2024	CARDIAC SCIENCE	G5	D00000328474	N/A	QM
2017	CARDIAC SCIENCE	G5	D00000058015	10827	QM
2017	CARDIAC SCIENCE	G5	D00000058062	10832	QM
2024	CARDIAC SCIENCE	G5	D00000340829	N/A	QM
2024	CARDIAC SCIENCE	G5	D00000290195	N/A	QM
2024	CARDIAC SCIENCE	G5	D00000340722	N/A	QM
2024	CARDIAC SCIENCE	G5	D00000340780	N/A	QM
2024	CARDIAC SCIENCE	G5	D00000328353	N/A	QM
2024	CARDIAC SCIENCE	G5	D00000328313	N/A	QM
2020	CARDIAC SCIENCE	G5	D00000186053	12185	QM
2024	CARDIAC SCIENCE	G5	D00000328459	N/A	QM
2024	CARDIAC SCIENCE	G5	D00000328457	N/A	QM
2024	CARDIAC SCIENCE	G5	D00000340777	N/A	QM
2023	CARDIAC SCIENCE	G5	D00000288872	N/A	QM
2016	CARDIAC SCIENCE	G5	D00000013827	?	DAMAGE IN VEH FIRE
2016	CARDIAC SCIENCE	G5	D00000013805	11961	QM
2024	CARDIAC SCIENCE	G5	D00000328363	N/A	QM
2020	CARDIAC SCIENCE	G5	D00000185866	12189	QM
2017	CARDIAC SCIENCE	G5	D00000058117	N/A	QM
2020	CARDIAC SCIENCE	G5	D00000183335	12190	QM
2024	CARDIAC SCIENCE	G5	D00000328379	N/A	QM
2015	CARDIAC SCIENCE	G3	6024039	10478	QM
2015	CARDIAC SCIENCE	G3	6024093	10483	QM
2015	CARDIAC SCIENCE	G3	6024056	10480	QM

2015	CARDIAC SCIENCE	G3	6023963	10481	QM
2015	CARDIAC SCIENCE	G3	6023839	10472	QM
2014	CARDIAC SCIENCE	G3	600859	N/A	QM
2015	CARDIAC SCIENCE	G3	6004159	10474	QM
2015	CARDIAC SCIENCE	G3	6024234	10468	QM
2015	CARDIAC SCIENCE	G3	6024171	10469	QM
2016	CARDIAC SCIENCE	G5	D00000017272	N/A	
2016	CARDIAC SCIENCE	G5	D00000034046	N/A	
2016	CARDIAC SCIENCE	G5	D00000016788	N/A	
2023	CARDIAC SCIENCE	G5	D00000290061	N/A	
2017	CARDIAC SCIENCE	G5	D0000058148	N/A	
2019	CARDIAC SCIENCE	G5	D00000121931	11786	
2017	Powerheart G5	GSA-80P1	D00000066784	n/a	Highlander Hut
Unknown	Defibtech	Lifeline AED	101038704	10008	City Hall
2015	Physio Control	LP 1000	44138453	10506	City Center
Unknown	Physio Control	LP 1000	47612151	n/a	Hiawath 1A
Unknown	Phillips	Heart Start HS1	A11L-03101	n/a	CPD 1st Floor
Unknown	Phillips	Heart Start HS1	A11L-03106	n/a	CPD 2nd Floor
2016	Physio Control	LifePak CR Plus	45364316	n/a	East Plant Admin
2022	Phillips	Heart Start HS1	A20C-09096	n/a	Khelors Building
Unknown	Physio Control	LP 1000	44833063	n/a	Public Works Admin
Unknown	Stolen Unit			n/a	Waterfront Park
2016	Physio Control	LifePak CR Plus	45364340	n/a	unknown
2017	Powerheart G5	GSA-80P1	d000000066738	n/a	unknown
2017	Powerheart G5	GSA-80P1	d0000066855	n/a	unknown
Unknown	Physio Control	LP 1000	46568252	n/a	unknown
2017	Powerheart G5	GSA-80P1	d0000066726	n/a	unknown
Unknown	Physio Control	LP 1000	44833063	11936	unknown
2003	Physio Control	LP 1000	30716415	10342	unknown
2011	cardiac Science	Power Heart AED	4360556	10058	unknown
2005	Physio Control	lp500	33339115	10110	unknown



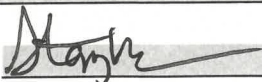
PROPERTY DISPOSAL FORM

Dept. / Division: PW / STREETS Property Tag #:
Contact Person: Dusty Paheco Phone: 352-241-4413
Year / Make / Model: See Attached Vehicle No.
Miles / Hours: See Attached Serial / VIN:
Description of Property See Attached

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

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

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

Director Signature: 

Date: 3-20-25

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Quantity	Year/Make/Model	Description of Property	Property tag	Serial/VIN	Action: non-repairable, obsolete, scrap	Additional Details
20	NA	1 1/2 inch Pipes	NA	NA	obsolete	Items from old PW site. No longer needed.
20	NA	1/2 inch pipes	NA	NA	obsolete	Items from old PW site. No longer needed.
6	NA	Damaged Floating Docks	NA	NA	non-repairable	Non-repairable - Dispose
1	NA	Damaged Docks for Rowing Boat House	NA	NA	non-repairable	Non-repairable - Dispose
3 pallets	NA	Retaining blocks	NA	NA	obsolete	Items from old PW site. No longer needed.
5 pallets	NA	Concrete pavers	NA	NA	obsolete	Items from old PW site. No longer needed.
2 pallets	NA	Mixed block and pavers	NA	NA	obsolete	Items from old PW site. No longer needed.
1	Stihl MS250	18" chainsaw	N/A	532638816	obsolete	Non-repairable - Dispose
1	Stihl BG85	handheld blower	1027	261506758	obsolete	Non-repairable - Dispose
1	Stihl FC91	weed eater	NA	511369596	obsolete	Non-repairable - Dispose
1	Stihl FS100RX	weed eater	1342	504-9611	obsolete	Non-repairable - Dispose
1	Stihl FS9	edger	NA	299275404	obsolete	Non-repairable - Dispose
1	Stihl BR430	backpack blower	1417	518792270	obsolete	Non-repairable - Dispose
1	Stihl FS100RX	weed eater	NA	504579608	obsolete	Non-repairable - Dispose
1	Stihl FS91R	weed eater	NA	518836987	obsolete	Non-repairable - Dispose
1	Stihl FS94R	weed eater	1505	528925891	obsolete	Non-repairable - Dispose
1	Stihl FS94R	weed eater	1463	519554883	obsolete	Non-repairable - Dispose
1	Stihl HT132	pole saw	1512	526869961	obsolete	Non-repairable - Dispose
1	Stihl HT130	pole saw	NA	292761026	obsolete	Non-repairable - Dispose
1	Stihl FS111RX	edger	1450	511001363	obsolete	Non-repairable - Dispose
1	Stihl BR430	backpack blower	NA	298207528	obsolete	Non-repairable - Dispose
1	Stihl BR430	backpack blower	1455	524665814	obsolete	Non-repairable - Dispose
1	Stihl FS90R	weed eater w/blade	1223	286718992	obsolete	Non-repairable - Dispose
1	Stihl (model number unknown)	edger	NA	285217069	obsolete	Non-repairable - Dispose
1	Stihl HT132	pole saw	NA	520676703	obsolete	Non-repairable - Dispose
1	Stihl FS91R	weed eater	NA	525203420	obsolete	Non-repairable - Dispose
1	Stihl FS94R	weed eater	NA	524685642	obsolete	Non-repairable - Dispose
1	Stihl FS90R	weed eater	NA	2696995	obsolete	Non-repairable - Dispose
1	Stihl HL94K	weed eater	NA	524943606	obsolete	Non-repairable - Dispose
1	Stihl FS91R	weed eater	NA	518836971	obsolete	Non-repairable - Dispose
1	Stihl FS100	weed eater	NA	286638449	obsolete	Non-repairable - Dispose
1	Stihl (model number unknown)	weed eater	NA	NA	obsolete	Non-repairable - Dispose



PROPERTY DISPOSAL FORM

Dept. / Division: INFO TECH

Property Tag #: _____

Contact Person: Phoenix Bogden

Phone: 7375

Year / Make / Model: DELL Latitude 5480

Vehicle No. _____

Miles / Hours: _____

Serial / VIN: 11M5BH2

Description of Property Laptops

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

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

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

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

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

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

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

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

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

☐ OTHER: _____

Director Signature: 

Date: 3/11/25

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: INFO TECH Property Tag #: _____
 Contact Person: Phoenix Bogden Phone: 7375
 Year / Make / Model: DELL Latitude E5570 Vehicle No. _____
 Miles / Hours: _____ Serial / VIN: 24G9WF2
 Description of Property Laptop - No Hard drive

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

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

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

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

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

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

☐ **OTHER:** _____

Director Signature: [Signature]

Date: 3/11/25

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

[illegible]



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10707
Contact Person: Lt. Nick Bloom Phone: 352-536-8442
Year / Make / Model: 2015 Ford Taurus Interceptor Vehicle No. 2203
Miles / Hours: 90785 Serial / VIN: 1FAHP2MK8FG151907
Description of Property Marked Taurus Patrol Vehicle

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Old fleet vehicle with high mileage replaced with new vehicle

Director Signature: _____

Date: 3-5-25

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Lt. Nick Bloom Phone: 352-536-8442
Year / Make / Model: 2015 Ford Taurus Interceptor Vehicle No. 2217
Miles / Hours: 92449 Serial / VIN: 1FAHP2MK1FG175644
Description of Property Marked Taurus Patrol Vehicle

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Old fleet vehicle with high mileage replaced with new vehicle

Director Signature: [Signature]

Date: 3-5-25

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Lt. Nick Bloom Phone: 352-536-8442
Year / Make / Model: 2018 Dodge Charger Vehicle No. 2267
Miles / Hours: Approx 82,000 Serial / VIN: 2C3CDXKT9JH249108
Description of Property Marked Dodge Charger Patrol Car

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

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

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

Director Signature: [Signature]

Date: 3-10-25

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



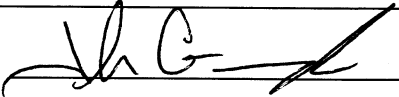
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Lt. Nick Bloom Phone: 352-536-8442
Year / Make / Model: 2017 Ford Taurus Interceptor Vehicle No. 2247
Miles / Hours: 87279 Serial / VIN: 1FAHP2MK5HG118897
Description of Property MARKED FOR TAURUS POLICE INTERCEPTOR

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** TOTAL LOSS DUE TO CRASH

Director Signature: 

Date: 3/31/2025

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 8, 2025		
Agenda Item Name		
Collective Bargaining Agreements		
Requested Action		
Recommend approval of the Collective Bargaining Agreements with the Central Florida Police Benevolent Association.		
Staff Report		
The city recently completed negotiations with the Clermont Police Officers' and Sergeants' union (Police Benevolent Association "PBA"). The Collective Bargaining Agreements for the period of April 2025 to September 30, 2027, are recommended for approval. Significant items in the contracts include: • Effective the first full pay period of April 2025, all union members will receive a market pay adjustment based on their completed years of service in their rank, 4% pay adjustment effective first full pay period January 2026, and 4% pay adjustment effective first full pay period January 2027. During this contract, the pay adjustments are in lieu of merit increases. • A corresponding pay range adjustment to the starting salary for Officer (\$63,500) and Sergeant (\$84,000) and a 3% increase to the minimum and maximum in January 2026 and 2027. • For CY 2025, the city will retain 75% of the annual amount in excess of the 2012 calendar year Chapter 185 distribution to fund the normal cost of the pension plan, and 100% of the CY 2026 and CY 2027 Chapter 185 distribution to fund the pension plan.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal year 2025 budget anticipated an increase in salary and FICA of \$458,441. After factoring in a mid-year implementation, the budget variance is estimated to be \$54,695. Due to staffing vacancies during the year, a budget amendment will not be necessary.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Officers' Collective Bargaining Agreement	Officers' Collective Bargaining Agreement.pdf	
2. Sergeants' Collective Bargaining Agreement	Sergeants' Collective Bargaining Agreement.pdf	

Collective Bargaining Agreement

Between

Central Florida Police Benevolent Association

A Chapter of the
Florida Police Benevolent Association



and the

The City of Clermont



April 2025 to September 30, 2027

Officers' Collective Bargaining Agreement

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Preamble

This agreement is entered into by and between the City of Clermont hereafter referred to as the "City" or "employer" and the Florida Police Benevolent Association, hereafter referred to as the "Union."

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

In this Agreement, the terms "Clermont," and "the City," refer to the employer, the City of Clermont and its Police Department. The terms "bargaining unit member," "member," or "employee," refers to the sworn police officers employed by the City of Clermont in the classification of Officer and Detective.

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

Article 1 Recognition

- 1.1 The City hereby recognizes the Florida Police Benevolent Association as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees of the City of Clermont working within the certified bargaining unit, as established by order of the Florida Public Employees Relations Commission (PERC), PERC Certification Number 2098.

Article 2 Management Rights

2.1 The Union recognizes the prerogative of the City, except as expressly abridged by any provision of this Agreement, to exercise exclusively all of the normal and inherent rights of management with respect to the Police Department, including but not limited to, the right to determine the purpose of its constituent divisions, to set standards of service, and to exercise control and discretion over its organization and operations to ensure efficiency. It is also the right of the City to direct its sworn police employees, to take disciplinary action for proper cause, and to relieve its sworn police employees from duty, provided in so doing the provisions of this agreement are not violated.

- 2.2 The City reserves the right:
 - A. To select and direct the work force in accordance with requirements determined by management.
 - B. To establish and change individual work schedules and assignments.
 - C. To assign and distribute available overtime work and to change work schedules in order to

minimize overtime work.

- D. To make and enforce work performance standards.
- E. To make and change reasonable rules and regulations and to determine disciplinary action for the failure to obey such rules and regulations.
- F. To determine if a formal investigation under FSS 112.532 is warranted.
- G. To determine job descriptions.
- H. To make and enforce safety rules.
- I. To transfer and promote members.
- J. To determine the size and composition of the work force.
- K. To lay off bargaining unit members for lack of work or other legitimate reasons.
- L. To transfer, subcontract, and eliminate work.
- M. To regulate, control, change, or eliminate existing work procedures or equipment utilized for duty purposes.
- N. To suspend, discharge, demote, or otherwise discipline bargaining unit members for proper cause.
- O. To suspend provisions of this agreement during a time of declared emergency conditions, including but not limited to riots, civil disorders, hurricane or weather conditions, with the exception of the wage, benefit and damage or loss to personal property provisions.

2.3 The exercise of management rights shall not preclude bargaining unit members or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.

2.4 To the extent that exercise of the management rights described herein, modify or impact wages, hours or other terms and conditions of employment, the City agrees not to exercise such right without first affording the Union an opportunity to review and negotiate impact thereof.

Article 3

Non-Discrimination

- 3.1 There shall be no discrimination against any employee covered by this Agreement because of race, religious creed, color, national origin, sex/gender, age, disability, marital status, veteran's status, political affiliation, pregnancy, genetics or sexual orientation as prohibited by State or Federal law.
- 3.2 There shall be no discrimination against any employee covered by this Agreement because of membership, non-membership or office held in the Union.
- 3.3 The City and the union oppose discrimination on the basis of age, race, religious creed, color,

national origin, sex/gender, disability, marital status, veteran's status, political affiliation, pregnancy, genetics, sexual orientation, or any other protected classifications. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination that is in addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

Article 4

Administrative Investigations

4.1 Administrative investigations of bargaining unit members ("Law Enforcement Officers") will be conducted in accordance with Florida Statute 112.532, 112.533, 112.534 and 112.536, known as the Police Officers' Bill of Rights. Bargaining unit members will be required to read and sign their Law Enforcement Officers' Rights form and their Garrity Warning form prior to a formal investigative interview.

4.2 The parties have incorporated by reference the statutory bill of rights in this Agreement to enable them to elect to invoke the grievance-arbitration procedure to remedy any alleged denial of rights, and not to effect any change in substantive rights under the statute as repeated herein. An employee may pursue enforcement of these rights through arbitration or in the courts, but if the bargaining unit member chooses to enforce these rights in court, the City is not obligated to arbitrate over these same issues. Should the referenced Statute be amended by legislature or court action during the course of this Agreement, the amendments will be incorporated and applied without further negotiation by the parties to this Agreement.

4.3 No bargaining unit member shall be disciplined in any manner or otherwise discriminated against in regard to his/her employment or appointment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted by the Police Officers' Bill of Rights.

4.4 If a bargaining unit member is the subject of an administrative investigation, he/she will be notified in writing. At the discretion of the Police Chief, he/she may be allowed to continue performing her/his regular duties or be reassigned to reasonable alternative departmental duty or placed on administrative leave with no loss of pay or benefits until such time as the investigation is completed and disciplinary action, if any, has been determined. If criminal charges are filed against a bargaining unit member, he/she may (at the discretion of the Police Chief) be placed on administrative leave without pay.

4.5 The investigation findings under this Article will be classified as follows:

- A. Sustained - The allegations are supported by sufficient proof.
- B. Not Sustained- The evidence is not sufficient to prove or disprove the allegation.
- C. Unfounded - The allegation is false or otherwise not based on valid facts.
- D. Exonerated- The incident or act occurred but was lawful.

4.6 A complete copy of the investigative report and supporting documentation will be provided to the bargaining unit member upon request and placed in the Police Department's

Administrative Investigation file. The report summary and discipline, if any will be placed in the personnel file.

Article 5

Professional Standards and Disciplinary Action

5.1 It is a statutory right of the City to establish rules and standards of performance and to discipline employees in accordance with those standards. When discipline is applied, the City shall, when possible, use a system of "progressive discipline" that uses the least possible form of corrective action necessary to obtain its intended purpose, which is to correct inappropriate conduct. Discipline should be progressive, consistent and appropriate. However, the Union and the City recognize that there are instances where the employee's conduct is such that progressive discipline is not required and that discipline up to and including discharge can be imposed by the City. Employees will not be discharged or disciplined without cause.

A. Supervisory personnel are delegated the authority and responsibility for the proper direction, effectiveness, efficiency, conduct, and discipline of subordinate personnel assigned to them, subject to review by the Police Chief.

B. Prior to any disciplinary action being taken, management will address as appropriate to determine the applicable facts and evidence which would support or not support the need for disciplinary action. The circumstances will determine the need for a formal investigation and extent thereof. If an investigation is reasonably expected to result in disciplinary action, such investigation will be conducted in accordance with Article 5 of this Agreement.

C. At-fault vehicle crashes shall follow a separate disciplinary matrix and shall not be combined with progressive discipline for other disciplinary matters.

5.2 Counseling: Supervisors are responsible for counseling employees when necessary to improve performance. Counseling is not considered discipline and is not subject to the grievance process. Supervisors shall document the written counseling on the City's Corrective Action Form. Written Counseling records are considered public records and shall be maintained in the employee's personnel file. Written Counselings shall be not be counted for the purposes of progressive discipline provided they are older than twelve (12) months.

5.3 Discipline may take the form of:

- A. Reprimand: Recorded admonishment of a deficiency or poor performance.
- B. Suspension: An unpaid period of time of at least one shift and not more than thirty (30) days. However, if the bargaining unit member has been suspended as the result of an administrative investigation into pending criminal charges, the bargaining unit member may be suspended until a final court disposition is rendered.
- C. Demotion: Reclassification from one position to another one of lower pay.
- D. Termination: A complete and irrevocable severing of the employment

relationship.

5.4 If a bargaining unit member who is suspended/placed on administrative leave without pay pending final court disposition of criminal charges, is convicted or pleads guilty or nolo contendere to any criminal charge that disqualifies him/her from service as a police officer under Florida Statutes, s/he shall be terminated and shall not be entitled to any back pay or benefits.

5.5 If a bargaining unit member who is suspended/placed on administrative leave without pay pending final court disposition of criminal charges, is convicted, pleads guilty or nolo contendere to or plea bargains to a misdemeanor offense that does not disqualify him/her under Florida Statutes, the bargaining unit member shall not be entitled to any back pay or benefits upon return to full duty and may be subject to further discipline imposed in accordance with this article.

5.6 If a bargaining unit member, who is suspended/placed on administrative leave without pay pending final court disposition of criminal charges, has been acquitted of all charges or has all charges dropped, he/she will be restored to full duty with all back pay and benefits, except for such discipline imposed against the bargaining unit member for violation of the City's Employment Policies Manual and/or departmental operating guidelines.

5.7 All disciplinary action taken toward bargaining unit members is subject to grievance.

5.8 Bargaining unit members shall be required to observe and comply with written regulations governing their employment as set forth in Departmental procedures and such special and general orders and written communications issued by the Department or the City, including the City's Employment Policies Manual, to the extent that such rules or directives are not in conflict with this Agreement.

5.9 No disciplinary action will be taken for violation of a rule or regulation until at least forty-eight (48) hours after posting or distribution of the rule or regulation.

5.10 To the extent possible, supervisors shall document incidents, acts or behavior potentially leading to disciplinary action. Record keeping must identify dates, times and circumstances.

5.11 If disciplinary action is proposed that includes termination, demotion, or other personnel action (e.g., suspension without pay) which might result in loss of pay or benefits, the bargaining unit member will be notified in writing of the proposal and the reason or reasons ten (10) calendar days prior to the effective date of such action.

5.12 If disciplinary action is proposed that includes termination, demotion, or suspension without pay, the bargaining unit member will be provided a complete copy of the investigative report and/or supporting documents and an opportunity to address the report findings with the Police Chief, or designee, in a pre-disciplinary hearing prior to the effective date of such action. The bargaining unit member will be given notice of the pre-disciplinary hearing a minimum of seven (7) calendar days prior to the hearing. During that seven (7) day period, the bargaining unit member shall have an opportunity to secure a representative from the union (including PBA staff, PBA attorney, or personal attorney) to be present during the pre-

disciplinary hearing.

5.13 Within fourteen (14) calendar days of the conclusion of the pre-disciplinary hearing, the Police Chief shall notify the bargaining unit member, in writing citing any and all reasons, of his/her decision in respect to the form of discipline, if any.

Article 6

Personnel Records

6.1 The bargaining unit member's official personnel files are to be maintained in the City's Human Resources Department.

6.2 With the exception of those exemptions noted in Florida Statutes, records in the bargaining unit members' personnel files are public records and available for inspection. The release and disclosure of any records in these files will be under the authority of the City Clerk.

6.3 Bargaining unit members shall have the right to inspect and make copies of his/her personnel files at no charge. The records shall be made available during regular business hours.

6.4 Bargaining unit members shall be notified, within five (5) days of receipt of public records request that requests a personnel file of a bargaining unit member or identifies a bargaining unit member. Documentation noting the date and identity, if known of the individual/organization requesting the personnel file record shall be placed in the personnel file. Nothing herein shall require the City to obtain the name or other identifying information of any such individual/entity requesting the personnel file record.

6.5 The City agrees that a bargaining unit member shall have the right to include in his/her personnel file a written refutation of any material he/she considers to be detrimental. The written refutation must be provided to the Police Chief within thirty (30) calendar days following the completion of the disciplinary process (including the grievance process, if applicable).

Article 7

Work Period and Work Shift

7.1 Bargaining unit members assigned to road patrol shall work twelve (12) hour shifts from 6:00 a.m. to 6:00 p.m. or 6:00 p.m. to 6:00 a.m. The normal work period shall consist of two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, and three (3) days off. Bargaining unit members assigned to road patrol shall be scheduled for a weekend off every other weekend, a weekend being defined as Friday, Saturday and Sunday, unless there is a declared emergency.

7.2 Bargaining unit members assigned to any unit other than road patrol shall work eight (8) or ten (10) hour shifts with starting and ending times to be determined by the Police Chief. The normal work period for eight (8) hour shifts shall consist of five (5) days on and two (2) days off. The normal work period for ten (10) hour shifts shall consist of four (4) days on and three (3) days off. While working a regularly scheduled shift, the K-9 member will be allotted one (1)

hour of each shift for dog maintenance. In addition, the K-9 member shall be compensated one (1) hour for dog maintenance during each scheduled day off.

7.3 As noted in Article 2.2.B. of this Agreement, the City has the right to change work schedules (starting and ending times and days on/off, early/late car, relief/power shift) as needed. The City will give as much advance notice as possible when adjustments are made.

7.4 Each bargaining unit member shall be entitled to a paid meal period of thirty (30) minutes and two (2) fifteen (15) minute rest periods during his regular work shift. The time period for breaks must be approved by the bargaining unit members' shift supervisor prior to the bargaining unit member taking the break.

7.5 No bargaining unit member shall be required to work a split shift. Whenever a shift rotation occurs or a bargaining unit member rotates to a new shift, bargaining unit members shall be entitled to at least the number of hours equal to one scheduled shift of off-duty time prior to returning to work.

7.6 The bargaining unit members assigned to shifts shall have the opportunity to pick their desired shift by seniority provided the operational needs of the department are satisfied. The shift picks or bids will occur in January and July. The City retains the right to determine the number of slots available on each shift and override shift pick selections.

Article 8

Overtime, Overtime Pay and Compensatory Time

8.1 Overtime is defined as time worked in excess of eighty-four (84) hours per pay period for twelve (12) hour shift employees and in excess of forty (40) hours per workweek for all other employees.

8.2 For the purposes of computing overtime, compensatory leave, sick leave, bereavement leave, annual leave, holiday leave, military leave, jury duty and any other absence from work while on paid status will not be considered time worked.

8.3 Overtime must be assigned or authorized by supervisory staff; an employee is not entitled to assign or approve overtime for him/herself. Overtime shall be scheduled at the discretion of the Police Chief or designee in accordance with the procedures herein, except in instances of a declared emergency.

8.4 Except in instances of emergency, overtime opportunities will first be offered to eligible employees in the same job class, in order of seniority. Should the most senior employee decline the opportunity, it will be offered to the next senior until the opportunity is accepted. If no eligible employee voluntarily accepts the overtime opportunity, it will be assigned to and required of the eligible employee with the least seniority.

8.5 Accepting the overtime opportunity or declining the opportunity will be considered the same in regard to eligibility for subsequent opportunities.

8.6 On subsequent opportunities for overtime, the procedure described above shall begin with the bargaining unit member having the greatest seniority after the bargaining unit member who accepted or declined the previous opportunity.

8.7 Overtime worked shall be compensated at one and one-half (1.5) times the bargaining unit member's regular rate of pay as defined in the Fair Labor Standards Act.

8.8 In lieu of receiving cash for overtime worked in excess of eighty-four (84) hours per pay period or forty (40) hours per workweek, as applicable, employees may request compensatory time.

A. Equivalent compensatory time for each overtime hour worked based on Article 8.7 of this Agreement will be credited to the employee at the end of the work period in which the overtime was worked. Records related to accrual and use of compensatory time are maintained by the Finance Department.

B. The maximum accrual of compensatory time is eighty-four (84) hours for twelve (12) hour shift employees and eighty (80) hours for all other employees. When an employee has reached his/her maximum accrual, the City will include payment for any subsequent overtime in the employee's paycheck.

C. A bargaining unit member who has accrued compensatory time and requested use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the department. The minimum time period for use of compensatory time is one (1) hour.

D. Bargaining unit members may use compensatory time accrued in conjunction with the use of vacation leave.

E. Upon termination of employment, for whatever reason, the remaining balance of accrued compensatory time will be paid to the terminated employee (or his/her designated beneficiary or estate in the case of the employee's death) at the rate of pay in effect for him/her at that time.

Article 9

Extra-Duty

9.1 Call out time is defined as any time a bargaining unit member is called into work when he/she is off duty. Call out hours shall be paid for actual time worked with a minimum of two (2) hours. In the event of multiple callouts, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. If the call-out consists only of virtual court-related meetings, emails or telephone calls, the actual time of the virtual court-related meetings/emails/calls will be paid, without regard to a minimum time. Call out hours paid will be considered time worked for purposes of overtime calculation in the work period in which the call outs occurred.

9.2 On call duty is defined as off-duty time when a bargaining unit member is ordered by the Police Chief, or his designee, to be readily available and prepared to perform actual work when the need arises during off-duty hours. Members in an on-call status shall receive a daily

supplement of \$20.00, which shall be added to his/her base annual salary during the week he/she is on call. If a bargaining unit member is called out for duty, the bargaining unit member will be compensated in accordance with Article 9.1.

9.3 Bargaining unit members shall be compensated for training or re-training when such training or re-training is required by the Police Chief or the State of Florida. Such training will be considered time worked for purposes of overtime calculation in the work period in which the training was conducted. Bargaining unit members shall not be compensated for training or re-training, when such training or retraining is not approved by the Police Chief or his designee.

9.4 Special Event Pay

"Special events" are defined as those events included in the Special Events lists maintained by Parks & Recreation of the Recreation Collective folder. The Police Chief or his designee will review the public safety impact of each of these events and shall determine if Police resources are needed.

Non-exempt employees who work a Special Event, which is held outside of their regular scheduled work hours and who do not qualify for the overtime premium noted in Chapter 4 of the City's Employment Policies Manual, shall be paid for all hours worked the Special Event at the rate of one and one-half times (1.5) the employee's regular rate of pay.

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

Hours worked in preparation of a Special Event do not qualify for this Special Event premium, however said hours would be paid in accordance with the FLSA.

This agreement does not include hours worked as an "off duty detail" and those hours are paid by the vendor through a software system designated by the City.

Article 10 Annual Leave

10.1 Bargaining unit members are entitled to the following:

<u>Years of Service</u>	<u>8 & 10 Hour</u>	<u>12 Hour</u>
<u>0-4</u>	3.08 hours	3.23 hours
<u>5-9</u>	3.69 hours	3.85 hours
<u>10-14</u>	4.61 hours	4.85 hours
<u>15-19</u>	5.53 hours	5.81 hours
<u>20 and over</u>	6.15 hours	6.46 hours

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

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

10 hour	320 hours
12 hour	336 hours

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

Article 11 Sick Leave

- 11.1 Bargaining unit members are entitled to sick leave on a biweekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>8&10 Hour Emp</u>	<u>12 Hour Emp</u>
Less than 1 Year	1.84 hours	1.94 hours
More than 1 Year	3.69 hours	3.88 hours

- 11.2 In the event that the City changes the sick leave benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the union and the City.

Article 12 Bereavement Leave

- 12.1 Bargaining unit members are entitled to up to twenty-four (24) hours of bereavement leave upon approval of the Police Chief in the event of a death of a family member. The member shall submit proof of death before compensation is approved.

12.2 Family members are defined as the employee's children, parents, parents-in-law, brothers, sisters, grandparents, grandparents-in-law, grandchildren, great grandparents, great grandchildren, aunts, uncles, and current spouse, stepchildren, stepparents, stepparents-in-law, step-brother, step-sister, step-grandparents, step-grandchildren, sisters-in-law, brothers-in-law, sons-in-law, and daughters-in-law.

- 12.3 If additional time off is necessary, annual leave or compensatory leave may be used, with the approval of the Police Chief.

Article 13 Leave of Absence

- 13.1 All applications for leave of absence must be submitted in writing and approved by the Police Chief and the City Manager in collaboration with the Human Resources Department. Decisions regarding leaves of absence are not subject to the grievance or arbitration procedures.

13.2 Upon termination of leave of absence, the bargaining unit member shall return to the same job classification and rate of pay in effect at the beginning of the leave of absence.

13.3 The bargaining unit member will not lose any credited service with the City, if the leave of absence period is less than three (3) months. If the leave of absence period is longer than three (3) months, the bargaining unit member will not receive any credited service for the entire leave of absence period. No other benefits will be available to the bargaining unit member during the leave of absence period.

13.4 A leave of absence shall run concurrent with all forms of leave including FMLA and shall not exceed a total of one hundred eighty (180) calendar days. Annual, sick, personal and compensatory leave may be used during a leave of absence. All leaves must be exhausted prior to going into an unpaid status.

Article 14

Military Leave and Military Duty

14.1 Military leaves shall be granted in accordance with the City's Employment Policies Manual, Florida and Federal Law. The City's Employment Policies Manual cannot supersede Florida and Federal Law.

14.2 Except in an actual or declared emergency recall to duty, the bargaining unit member shall give thirty (30) calendar days' notice, or as much notice as possible to his supervisor that his military duty will occur on the specific dates.

Article 15

Workers' Compensation, On-the-Job Injury and Disability

15.1 The City provides workers' compensation insurance, in accordance with Florida Statutes, and through its carrier will provide medical and compensation benefits to employees who sustain an injury as a result of and arising out of employment by the City. Initial determination as to whether an injury is compensable will be made by the carrier. Disputes concerning compensability of injury or type or amount of compensation shall be resolved through existing legal process as defined by Florida Statute and shall not be subject to grievance under this Agreement.

15.2 Members recognize a duty to immediately report any injury occurring while on the job, and to cooperate in providing any information necessary to process a claim.

15.3 The City is entitled to select the physician who will examine or reexamine the injured employee; however, the injured employee is entitled to a one-time change in physicians per claim, subject to the approval of the workers' compensation carrier and applicable Workers Compensation law.

15.4 While on a job connected injury or disability leave, bargaining unit members shall be entitled to all benefits as provided in this Agreement.

15.5 Before returning to work, a return-to-work statement from the treating physician must be

submitted to the Police Chief, authorizing the bargaining unit member's return to work without any work restrictions or with modified duties that can be accommodated by the Police Department at that given time.

15.6 A bargaining unit member (probationary or permanent) who is maliciously or intentionally injured on the job shall be paid injury leave at full pay during the duration of the job disability. Malicious or intentional is defined as wrongfully, intentionally, without legal justification or excuse, and with the knowledge that injury or damage may be caused to another person or the property of another person. When workers compensation indemnity benefits are paid, injury leave shall supplement not to exceed 100% of employee's wages.

15.7 A bargaining unit member who receives an accidental or unintentional injury on the job shall be paid injury leave at full pay until Workers Compensation payments begin when the employee is required to be absent from work at the direction of a physician selected in accordance with Article 15.3 above.

15.8 Upon payment of the maximum injury leave available, bargaining unit members shall be required to use accumulated personal leave to make up the difference between the workers compensation payments and the bargaining unit members regular wages.

15.9 Bargaining unit members are required to use injury leave concurrently with any available Family and Medical Leave. Leave time taken will be applied towards the bargaining unit member's Family and Medical Leave entitlement.

Article 16

Vehicles

16.1 The City shall equip all patrol vehicles in such a manner to allow bargaining unit members to perform their duties and responsibilities as police officers. The Police Chief shall determine the type of equipment to be used.

16.2 All maintenance, repairs, fuel costs, and insurance for the patrol vehicles shall be the responsibility of the City.

16.3 If a bargaining unit member feels that a vehicle or other equipment is unsafe and therefore unfit for service because it is a hazard to him or the public, or both, he shall immediately inform his supervisor. If the supervisor concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe. Should the supervisor not concur, the bargaining unit member shall document such unsafe condition(s) and forward it to the Police Chief via the chain of command.

16.4 With respect to vehicles, the term "unsafe" shall relate to brakes, lights, tires, emergency lights, spotlights, horns, sirens, steering, electrical, fuel leaks, engine/transmission, biohazard or chemical contamination.

16.5 If the nature of the vehicle problem is such that it should not be driven, the vehicle shall be taken out of service at the location where it is deemed unsafe. A bargaining unit member shall

not be required to deliver such unsafe vehicle to place of repair. However, if the nature of the unsafe condition is such that the bargaining unit member can drive the vehicle to a place or repair, without hazard to himself/herself or the public, he/she shall do so.

16.6 No vehicle or piece of equipment shall be released back for duty use until inspected and/or repaired by competent mechanical personnel.

16.7 Bargaining unit members shall not be required to perform repairs on vehicles.

16.8 Bargaining unit members shall not be required to use their personal vehicles in the performance of any assigned duties with the exception of ancillary functions.

16.9 Bargaining unit members shall be allowed to drive City vehicles home in accordance with the City's Take Home Vehicle Policy as approved by the City Manager. Members shall be required to use such vehicles in accordance with the City's Take Home Vehicle Policy in effect at the time unless otherwise stipulated in this Agreement.

16.10 Bargaining unit members not assigned to the K-9 unit shall not be required to transport animals in patrol vehicles, whether caged or un-caged.

Article 17

Personal Day

17.1 Bargaining unit members are entitled to the two (2) personal days per calendar year.

17.2 In the event that the City changes the Personal Day(s) benefits available to all other employees, the respective Personal Day benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the Union and the City.

Article 18

Insurance

18.1 The City agrees to provide the same health, dental and life insurance benefits to bargaining unit members as are provided to all City employees. The cost for such insurance to bargaining unit members shall be the same as charged to all City employees. The City shall have no obligation to bargain over changes to insurance or the effects of such changes during the term of this agreement as long as the bargaining unit members are provided the same insurance benefits as all City employees. The Union shall have representation on the Employee Insurance Committee; however, the City shall have no obligation to maintain such a committee.

18.2 The City shall provide life insurance or death benefits for each bargaining unit member in accordance with Florida Statutes.

Article 19
Union Representatives and Business

19.1 The City shall recognize the Florida Police Benevolent Association as the official representatives of the Union and shall consider them the sole contact with Union members in regard to the terms and conditions of employment and contract matters, subject to bargaining.

19.2 The Union will be permitted to use the Police Department Facilities at no cost for meetings of the Florida Police Benevolent Association, as available, providing arrangements have been made in advance in accordance with normal scheduling procedures and such use does not interfere with the business and efficiency of the department. All members may attend union meetings during scheduled work hours with supervisory approval, provided that such attendance will not interfere with the business and efficiency of the department.

19.3 The City will allocate a reasonable portion (approximately 1/3) of the squad room bulletin board solely for the purpose of posting notices and announcements pertaining to Union business.

19.4 The Union shall not post any material that is obscene, defamatory or that impairs the operation of the Department or the City. Any intentional violation of this provision by the Union may result in the privilege of such use of the bulletin board being withdrawn.

19.5 The Union shall be permitted to use the City's electronic mail system and telephone to transmit information related to the Florida Police Benevolent Association to bargaining unit members provided such communications do not unduly interfere with City work. Said electronic mail shall also be available for review by appropriate City officials. The Union and bargaining unit members shall not transmit any material which would violate the City's Computer Network Guidelines and Procedures.

19.6 The Union shall be granted up to one (1) hour during new police officer orientations to explain jointly with a management officer the provisions of this agreement and the functions of the Union.

Article 20
Reduction in Work Force

20.1 Layoff - In the event of a layoff for any reason, regular full-time employees shall be laid off in inverse order of seniority.

A. "Seniority" for purposes of this Article is defined as the length of uninterrupted time since the most recent hire by the City.

B. Seniority is earned within the Department and also within the City. Departmental seniority will be given first consideration; if departmental seniority is equal (in terms of date), then City seniority will govern.

C. Employees in temporary status will be laid off first, followed by employees in probationary status. No permanent employee shall be laid off while another person in the same class is retained on an emergency, temporary or probationary basis by the City.

20.2 Exceptions to Layoff - If the Police Chief should find that a specific employee should be retained despite a lower seniority because of special skills, abilities or training that are essential to the efficient operation of the department or the organizational unit, the Chief shall submit a written request to the City Manager that sets forth in detail the specific skills, abilities or training possessed by the member and the reasons the member is essential to the effective operation of the department. A copy of the request will also be delivered to the Florida Police Benevolent Association at the same time as submitted to the City Manager. Absent formal objection by the union through the grievance process and upon approval of the City Manager, the member may be retained.

20.3 Alternatives to Layoff - Any member scheduled to be laid off shall be offered an alternate position if qualified and if a suitable vacancy exists. A member may not "bump" another permanent employee from his/her position in order to avoid layoff.

20.4 Notice of Layoff - Prior to notification of those affected, the names of all bargaining unit members scheduled for layoff will be provided to the City Manager and to the Florida Police Benevolent Association. Such notice will include information of job class and seniority of those affected and will reference any request for out-of-seniority as provided in 21.2, above. Absent formal objection by the union through the grievance process and upon approval by the City Manager, layoff notices will be sent to the bargaining unit members affected. Bargaining unit members shall be notified in writing by the Police Chief of their layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

20.5 Recall

A. Members in layoff status shall retain recall rights for twelve (12) months from the date of layoff. The names and seniority dates of laid-off members shall be placed on a recall list and a copy of the list shall be provided to the union.

B. Members shall be recalled in order of seniority as shown on the recall list determined at the date the initial layoff occurred. The member with the greatest seniority shown on the recall list shall be recalled first. If, after the City has provided notice of recall in accordance with this Article to each of the members on the recall list, vacancies exist because laid off members have refused recall or failed to respond to notice within the time allotted, the recall list shall be deemed exhausted, and the City shall fill vacancies through its ordinary hiring process.

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

A. Notice of recall shall be given to the member by first class mail sent to the most recent address contained in his/her personnel records.

B. A member who receives a notice of recall and desires to return to work must respond to the City's Human Resources Department no later than fourteen (14) calendar days following his/her receipt of the recall notice. A laid off member who fails to notify the Human Resources Department in accordance with this section shall lose recall rights.

C. A member must report fit for duty within fourteen (14) calendar days (or less if

approved by the Police Chief) following his/her notification to the Human Resources Department of his/her desired return to work. A laid off member who does not report fit for duty in accordance with this section shall lose recall rights.

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

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

Article 21

Dues Deduction

21.1 The City agrees that upon receipt of a voluntary individual notice for any bargaining unit member, the City shall deduct from his/her pay, dues commencing with the second pay period after receipt of such notice. Revocation shall be in writing and shall be effective commencing with the second pay period after receipt of such notice of revocation.

21.2 Dues shall be deducted each designated pay period, and those monies shall be remitted to the Florida Police Benevolent Association reasonably thereafter.

21.3 The Union will initially notify the City as to the amount of the dues to be deducted. Such notification shall be to the City in writing over the signature of the Florida Police Benevolent Association.

21.4 Changes in the amount of the union dues to be deducted will be certified to the City in the same manner and shall be done thirty (30) calendar days in advance of the effective date of such change.

21.5 The Union agrees to indemnify and hold harmless the City, its agents, employees and officials from and against any claims, demands, damages, or causes of action (including but not limited to claims based on clerical or accounting errors) of any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the City or its agents, employees or officials. The term "officials" includes elected or appointed officials.

Article 22

Grievance Procedure

22.1 The purpose of this Article is to establish processes for the fair, expeditious and orderly adjustment of grievances regarding contract and disciplinary disputes or disagreements between the City of Clermont, the Clermont Police Department and the Florida Police Benevolent Association and its members involving the interpretation or application of this Agreement.

A grievance is a dispute, claim, or complaint filed by a Bargaining Unit employee or the Union arising under the Terms of this Agreement. Grievances are limited to discipline or matters of

interpretation or application of the provisions of this Agreement. Any grievance filed shall contain a complete statement of the grievance, reference to the provision, or provisions of the Agreement alleged to have been violated and state the remedy or correction requested. The City need not entertain or process under this Article, and may refuse to entertain, any disputes, claims, or complaints not meeting this definition.

Business days shall be defined as Monday through Friday, excluding Saturdays, Sundays and holidays.

Grievances may be submitted in-person, via electronic mail (e-mail) or by USPS certified or registered mail.

22.2 Any formal grievance filed shall be in writing and shall set forth the provision or provisions of this Agreement alleged to have been violated and the facts pertaining to the alleged violation(s) and the date of the violation(s). The grievance shall be signed by the grievant or the Florida Police Benevolent Association. Grievances submitted which do not contain the above information and/or are incomplete, shall be amended by the grievant within five (5) business days of the original filing to state the required information. The necessity of filing an amendment shall not affect the timeliness to the extent that the grievance is substantially complete.

22.3 Nothing in this section shall be construed to prevent a bargaining unit member from presenting, at any time, his own grievance without representation.

22.4 A bargaining unit member who wishes to submit a grievance must submit a grievance in writing within fifteen (15) business days after the occurrence of the matter from which the grievance arose. A grievance not appealed to the next step within the time limits established by this procedure shall be considered settled on the basis of the last answer provided by management.

22.5 In advancing grievances, the grievant bargaining unit member(s) or union and management may call a reasonable number of witnesses to offer testimony. Either party may call witnesses as needed. Hearings shall be continued to facilitate appearance of witnesses who are Department employees, whose presence would otherwise conflict with Department needs.

22.6 The formal grievance procedures are as follows:

Step One

- The bargaining unit member and/or union shall file the grievance, in writing, with the Police Chiefs office within fifteen (15) business days of the occurrence of the event giving rise to the grievance.
- The Police Chief will conduct a meeting within fifteen (15) business days of receiving the grievance or any amendment, if applicable with the grievant and his requested representative, unless the Police Chief chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff. The Police Chief shall notify the grievant and the Union of his decision, in writing, within fifteen (15) business days after the meeting date.

Step Two

- If the grievance is not resolved to the grievant's satisfaction as rendered by Step One, the bargaining unit member and/or the Union may forward the grievance, in writing, to the City Manager within fifteen (15) business days of receipt of the notification from the Police Chief.

- The City Manager shall conduct a meeting within fifteen (15) business days with the grievant and his requested representative, unless the City Manager chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff. -The City Manager shall notify the grievant and the Union of his decision, in writing, within fifteen (15) business days after the meeting date.

22.7 Grievance discussions at Steps One and Two shall be conducted during the grievant's normal duty hours. The aggrieved bargaining unit member shall suffer no loss of pay or benefits for time required for such meetings.

22.8 All class action grievances shall be filed at Step Two.

22.9 Grievance of a reprimand shall stop at the conclusion of Step One.

22.10 The aggrieved bargaining unit member and the Union shall be given at least five (5) business days' notice of the grievance meetings provided herein.

22.11 If any grievance is not satisfactorily resolved by the procedure outlined in the Article, the Union may proceed to arbitration according to Article 24.

22.12 Probationary bargaining unit members shall not have the right to grieve discharge.

22.13 It is agreed that a bargaining unit member may file a grievance/appeal, in accordance with the personnel rules, regulations, and/or ordinances of the City of Clermont. Bargaining unit members may only choose one grievance/appeal process. The decision to use any City Of Clermont grievance/appeal process is irrevocable and precludes the bargaining unit member from filing any grievance under the provisions of this Agreement.

Article 23

Arbitration

23.1 If any grievance is not satisfactorily disposed of by the grievance procedure outlined in Article 23, the bargaining unit member or Union may give notice of intent to arbitrate by written notice, hand delivered or by certified mail, return receipt requested, postmarked or hand delivered within fifteen (15) business days after the receipt of the Step Two decision. Said written notice shall include a statement of facts upon which the case is submitted.

23.2 Within fifteen (15) business days of the receipt of such notice, a letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of arbitrators with a Metropolitan designation. Within fifteen (15) business days of receipt of the list of

arbitrators, a Union Representative and a representative of the City shall meet to select an arbitrator. The Union and the City will alternately eliminate one name at a time from the list until only one name remains and that person shall be the arbitrator. The City and the Union shall alternate in the rights to first strike names in successive arbitrations.

23.3 As promptly as possible, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the bargaining unit member, the City and the Union, in writing.

- A. Any party may be represented at the hearings by counsel or any other representative.
- B. The hearing shall be conducted by the Arbitrator in a manner that will most expeditiously permit full representation of the evidence and arguments of all parties. The parties shall make every effort to conclude the hearing within one (1) day.
- C. Each party shall bear the costs of preparing and presenting its own case. Each party desiring a record of the proceedings shall pay for any costs thereof. In the event both parties agree to have a record of any type made of the hearing, said parties may share equally the cost of any such service.

23.4 The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the discipline or the explicit terms of the Agreement as herein expressly set forth. He shall not have the authority to add or subtract from or modify any said terms of the Agreement; to limit or impair any right that is reserved to the City, the Union, or bargaining unit members; to establish or change any wage or rate of pay that has been agreed to in the Agreement.

23.5 No decision of any Arbitrator in one case shall create a basis for retroactive adjustment of any other case.

23.6 The Arbitrator may, under the powers granted by the terms of this Agreement, direct any remedy permitted by the Florida Arbitration Code.

23.7 The decision of the Arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved. Review shall not be precluded pursuant to the Florida Arbitration Code.

23.8 The expenses of the Arbitrator shall be split equally by the parties. Each party shall make arrangements for and pay the witnesses that are called by it.

23.9 New Hire Probationary employees shall not be entitled to the arbitration process outlined in this Article.

Article 24
Employee Educational Assistance

24.1 The City will reimburse bargaining unit members for the cost of tuition, books and fees under the following conditions:

- A. The course must be applicable to the employee's field of work or of such nature and quality to directly contribute to the employee's value and potential growth in law enforcement.
- B. The course must be pre-approved by the Police Chief and the City Manager and is subject to budgetary constraints.
- C. Only specific courses for a specific semester will be approved. Blanket approval of courses will not be granted.
- D. The course must be a part of a degree seeking program and at a nationally or regionally accredited institution.
- E. Reimbursement shall be made upon completion of the approved course and submission of the course final grade.
- F. The bargaining unit member has executed a separate tuition reimbursement agreement with the City agreeing to the terms set forth in this article.

24.2 The City will reimburse bargaining unit members for the cost of tuition, books and fees based on state college/university rates up to a maximum of one thousand (\$1,000) dollars per fiscal year in accordance with the following schedule:

- A. 100% for attaining a final grade of "A"
75% for attaining a final grade of "B"
50% for attaining a final grade of "C"
- B. If the course grading system is pass/fail, the City will pay 75% for a "pass" and 0% for a "fail".

24.3 Bargaining unit members who resign from the City before the completion of one (1) year of service from the date of their last course reimbursement must pay back to the City any money received during that one (1) year period.

Article 25

Physical Examinations

Bargaining unit members are required to successfully complete a physical examination on an annual basis and are subject to a fitness for duty physical examination when necessary.

25.1 The annual physical examination will include, at a minimum the following: medical examination, height and weight, blood pressure, lab tests including urinalysis and metabolic blood panel, audio screening, vision test, EKG at rest or stress (upon recommendation by the physician) and a Tuberculosis test. In addition to the required tests, bargaining unit members may request to have a chest X-ray performed and interpreted in conjunction with the annual examination, provided appropriate justification is present. The cost of the annual physical examination by the City's designated physical examination provider will be paid by the City.

25.2 The Tuberculosis test results must be read within the time frame specified by the physician. If the test results are not read within the specified time frame, the bargaining unit member will be required to receive another Tuberculosis test at the bargaining unit member's cost. If the Tuberculosis test is not completed within 30 days of the physical examination, the bargaining unit member will be required to undergo another complete physical examination at the bargaining unit member's cost.

25.3 Scheduling of the annual physical examination will be at the discretion of the Department and during normal scheduled work hours, when possible. Time spent at examinations which the City requires to be taken outside regular work hours will be considered hours worked for purposes of calculating overtime.

25.4 The City may require a member to undergo a physical or mental examination, at the City's expense, whenever there is a reasonable belief, based on fact, that the member's fitness for duty is in question, and shall determine the nature and extent of such "fitness for duty" physical or mental examination.

25.5 The City shall not maintain, collect or otherwise store medical files on bargaining unit members unless allowed in accordance with law. The bargaining unit member may elect to voluntarily provide information to the City, if necessary.

25.6 All physical examinations will be conducted by a physician designated by the City. However, bargaining unit members may select their own physician to perform the same annual physical examination, including testing and lab work, with the approval of the City. If the bargaining unit member's personal physician performs the annual physical examination, the City will reimburse the bargaining unit member for the cost of the physical examination up to the amount charged by the City's designated physical examination provider. In addition, the personal physician will have to complete the standard physical examination results form and send to the City.

25.7 The standard for evaluating if an employee is medically qualified to perform their position is ultimately determined by the requirements of being a police officer. If the employee is not medically qualified, the employee will be required to comply with the provider's recommendations at his/her own expense until the employee is deemed to be medically qualified, unless the employee files a workers' compensation claim and is evaluated and treated under a

separate policy.

Article 26

General Provisions

26.1 Bargaining unit members who are on duty shall be furnished with parking facilities at the Police Department to the extent available. Said parking facilities shall be furnished at no cost to the bargaining unit member.

26.2 Copies of regulations, procedures, special and general orders or written directives shall be furnished to the Florida Police Benevolent Association within fifteen (15) business days in advance of implementation in order to afford the Union the opportunity to consult with, or request to bargain over the change to be implemented. If the union objects to any change of the City policy that would result in a termination of employment and the union notifies the City of such objection, the City shall not implement any change until the union has had the opportunity to bargain and ratify the proposed changes.

26.3 Bargaining unit members shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Police Chief or his designee only after receipt of actual notice of such rule modification.

26.4 Prior to the implementation of any new and/or revised regulations, procedures, departmental operating guidelines, written directives or personnel policies, the City shall provide the new or revised items to the Florida Police Benevolent Association for review and, if required, bargaining.

26.5 Any memorandum issued will be in effect until the next annual revision of the Department's Operating Guidelines, after which they must either be incorporated in the Department's Operating Guidelines or shall be null and void. No memorandum shall modify, change or otherwise alter any Article or provision of this Agreement.

26.6 All bargaining unit members are subject to drug/alcohol testing in accordance with the City's Drug Free Workplace Policy and Procedure.

26.7 Bargaining unit members may request an annual HIV test to be performed at a facility designated by the City. Results of such tests shall be kept confidential.

26.8 The probationary period for new bargaining unit members is one (1) year; however, the period may be extended by the Police Chief at his/her discretion for additional observation. Extensions shall be no more than three (3) months in duration with no more than two (2) extensions. If an extension is to be made, the member must be notified in writing, with fourteen (14) days advance notice, of the reason for the extension. The extension notice shall provide the reason for extension and include any deficiencies or issues. Additionally, the employee's supervisor shall meet with the employee a minimum of one time bi-weekly to address the listed deficiencies and provide a pathway to successfully complete probation.

26.9 A bargaining unit member may, subject to prior approval of the Police Chief, accept and be employed in an occupation off-duty, which is not in violation of Federal or State Laws

or rules and regulations of the Department, providing that such employment shall not interfere with or adversely affect the performance of assigned duties. A bargaining unit member may not, however, engage in off-duty employment which is contrary to his/her medical restrictions.

26.10 The City recognizes that pursuant to Florida Statutes, employees covered by this Agreement shall have the right, without interference, intimidation, coercion or retaliation to engage in concerted activities not prohibited by law, for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities.

26.11 Any member who is eligible for full service retirement after having completed (20) twenty years of service or more as a law enforcement officer with the City of Clermont will be given his or her standard issue service weapon at no cost to the member. The service weapon shall be retired from duty use and become the personal property of the member. A member may be afforded this right as a condition of early retirement at the discretion of the Chief of Police provided the member is fully vested.

Article 27

Locker Room Facilities

27.1 The City agrees to provide and maintain locker room facilities for bargaining unit members, as appropriate.

27.2 Said locker room facilities shall consist of, but not limited to, the following: lockers and showers.

27.3 An agent of the City shall have the right to inspect a bargaining unit member's locker space without permission of the bargaining unit member or proper authority of law. All reasonable attempts will be made to conduct the search in the presence of a bargaining unit representative. The City shall be financially responsible for reimbursing a bargaining unit member for loss or destruction of property by an Agent or employee of the City during said inspection, excluding the locking device if the bargaining unit member was given the opportunity to open said locker.

Article 28

Voting

28.1 During a primary, special or general election, a bargaining unit member who is registered to vote, who did not have the opportunity to vote during early voting, and whose hours do not allow sufficient off-duty time for voting, shall be allowed to use their annual leave or compensatory leave for this purpose. Where the polls are open two (2) hours before or after the regularly scheduled work period, it shall be considered sufficient time for voting.

Article 29

Wages

29.1 For Fiscal Year 2024-2025, all bargaining unit members shall receive a market pay adjustment in accordance with Appendix A, attached to this Agreement. All bargaining unit members shall be adjusted according to their completed years of service in their rank as of April 1st, 2025. Market pay adjustments shall be effective in the first full pay period in April 2025.

For Fiscal Years 2025-2026 and 2026-2027, all bargaining unit members shall receive a four percent (4%) pay adjustment. Pay adjustments shall be effective in the first full pay period in January 2026 and January 2027. The pay minimum and maximum listed in Appendix A shall increase by three percent (3%) each January during the term of this Agreement. The total increase for each bargaining unit member in Fiscal Years 2025-2026 and 2026-2027 shall be limited to a maximum of four percent (4%).

29.2 All bargaining unit members hired by the City shall be paid the minimum hourly rate for that classification. However, any bargaining unit member with prior sworn law enforcement service shall be increased two (2) percent for every three (3) years of prior service up to a maximum of four percent (4%) at the date of hire. To qualify for this increase, the bargaining unit member must have worked as a full-time sworn law enforcement officer in the United States within (1) year of employment with the City of Clermont.

29.3 All bargaining unit members not in a Sergeant classification and who have successfully completed the required Field Training Officer training shall be compensated an additional \$2.00 for all hours worked as a field training officer.

29.4 All bargaining unit members who are required by management to work in a higher classification due to a supervisor's absence shall be compensated an additional 5% for all hours worked in the higher classification.

29.5 Pay adjustments shall be calculated on the bargaining unit member's base pay.

29.6 Bargaining unit members that are assigned to the Criminal Investigations Division, shall be compensated 5%. The additional compensation shall only be paid to the bargaining unit member while he/she is assigned to the Criminal Investigations Division. If the bargaining unit member is reassigned for any reason out of the Criminal Investigations Division, he/she shall immediately forfeit earning the additional 5%.

Article 30

Holidays

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

First Day of January (New Year's Day)
Third Monday of January (Martin Luther King Day)
Last Monday in May (Memorial Day)
The Fourth of July
First Monday in September (Labor Day)
November 11th (Veterans' Day)
Fourth Thursday in November (Thanksgiving)
Fourth Friday in November
December 24th (Christmas Eve)
December 25th (Christmas Day)

30.2 Twelve (12) hour bargaining unit members shall observe the holiday on the actual holiday. When an official holiday falls on a Saturday, all other bargaining unit members shall observe the holiday on the Friday immediately preceding the holiday. When an official holiday falls on a Sunday, all other bargaining unit members shall observe the holiday on the first Monday after the holiday.

30.3 Holiday pay shall be paid in the following manner:

A. All employees who meet the holiday pay eligibility requirements outlined in this section shall be paid holiday pay equivalent to eight (8) hours at the employee's regular rate of pay. In the event that the observed holiday falls on a day that the employee is regularly scheduled to work a shift of more than eight (8) hours and does not work due to the observance of the holiday, the employee shall receive the remainder of the hours as holiday pay.

B. All bargaining unit members who are required to work on an official holiday and do not qualify for the overtime premium as noted in Article 8 of this Agreement shall be paid for all hours worked on the holiday at the rate of one and one-half (1.50) times the bargaining unit member's regular rate of pay. In addition, the bargaining unit member must meet the Holiday Pay eligibility requirements outlined in Article 30.3.C of this Agreement.

C. To be eligible for Holiday Pay, a bargaining unit member must meet the following requirements:

1. Must be a full-time employee

2. Must work on the scheduled days prior to and after the holiday, as well as the day of the holiday if scheduled, or the bargaining member must be in an approved pay status on the day prior to and the day after the holiday, if scheduled. Pay status shall include members on paid annual, sick, or comp time as well as leave due to workers' compensation and/or personal days.

D. A bargaining unit member who reports in on the scheduled work date prior to the holiday and was unable to complete his shift due to illness, injury or emergency, shall be considered to have worked that day. The same shall apply to the first scheduled day after the holiday.

Article 31 Promotions

31.1 Promotions shall be conducted as provided in the City's Employment Policies Manual and department's Standard Operating Procedures.

31.2 Bargaining unit members promoted to Sergeant shall receive a pay increase to either the pay scale minimum noted in Article 29.1 of this agreement or equivalent to five (5) percent, whichever is greater.

31.3 If the promoted bargaining unit member does not successfully complete the probationary period, the member shall be returned to the rank from which he/she was promoted. The member's rate of pay will be adjusted to that rate of pay prior to the promotion.

Article 32 Damage or Loss to Personal Property

32.1 The City shall reimburse a bargaining unit member for loss or damage to personal property specifically noted in this article in the performance of his duty, subject to the procedures and restrictions set forth in the following paragraphs. No reimbursement shall be made if loss or damage results from carelessness, negligence or misuse on the part of the bargaining unit member.

A. Lost or damaged corrective eyewear shall be reimbursed 100% of the cost of repair or replacement per bargaining unit member per incident. The maximum amount of reimbursement for the cost of repair or replacement of sunglasses, watches, wedding rings or medical identification bracelets shall be \$200 per bargaining unit member per incident. Other damaged items may be considered for reimbursement upon evaluation and approval of the Police Chief.

B. Report of the loss of or damage to personal property must be made within the shift in which the loss or damage occurs or within a maximum of 3 calendar days if mitigating circumstances such as an injury prevent the bargaining unit member from reporting at the time of loss. Such report must include an explanation of how, when, and under what circumstances the loss occurred, and provide the brand name, original cost, and age of the item for which reimbursement is requested. The bargaining unit member's supervisor is responsible for investigating and making a recommendation to the Police Chief concerning the claim.

C. To receive reimbursement, the bargaining unit members must provide a receipt for the replacement article and, if possible, the remains of the broken item.

Article 33

Pensions

33.1 The City agrees to continue providing pension benefits to bargaining unit members in accordance with the City of Clermont Police Officers Pension Plan in effect as approved by pension board and city council.

33.2 The Union agrees to allow the City to use 100% of all future Chapter 185 annual distributions up to the amount received in the 2012 calendar year (\$211,000) and 50% of any future annual amounts in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50% of any future annual amounts in excess of the 2012 calendar year distribution shall be credited to participant share accounts, with each participant's account receiving an equal share of the total amount allocated.

33.3 For Calendar Year 2026 and 2027 only, the City shall retain the entire Chapter 185 annual distribution. For Calendar Year 2025, the City shall retain 75% of the annual amount in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan.

33.4 Bargaining unit members shall continue to contribute five percent (5%) of their salary toward the normal pension cost of the Plan.

Article 34

Performance Evaluations

34.1 Newly hired bargaining unit members not in a Sergeant classification shall receive six (6), nine (9) and twelve (12) month performance evaluations based on their City employment anniversary date and then every April thereafter.

34.2 Bargaining unit members who have been transferred to another position covered by this agreement shall continue to receive performance evaluations based on the evaluation date in effect immediately prior to the transfer.

34.3 Bargaining unit members promoted to the Sergeant classification shall receive six (6) and twelve (12) month performance evaluations based on their date of promotion to Sergeant. In addition, promoted bargaining unit members will receive a twelve (12) month performance evaluation based on their City employment anniversary date and then April thereafter.

Article 35

Uniforms and Equipment

35.1 The City will provide uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties at no cost to the member. However, the bargaining unit member shall be responsible for any applicable clothing fringe benefit federal income taxes. The Police Chief shall determine the style of uniform worn by the members.

35.2 Any uniforms provided by the City which are damaged or destroyed while a member is acting in the performance of their duties, shall be replaced by the City within a reasonable period of time at no cost to the member.

35.3 Non-uniformed or plain clothes members shall receive an annual clothing allowance of \$500.00 payable in the second pay period in October of each year. Members permanently transferred from the uniform division to a unit where plain clothes are required dress shall receive a fiscal year prorated clothing allowance upon start of work in that unit. Temporary reassignment to a position not requiring plain clothes will not preclude the clothing allowance. The clothing allowance shall not be required to be paid back by any member should their position change for any reason.

35.4 The City shall provide shoes to all bargaining unit members on an annual basis, at no cost to the bargaining unit member. The Police Chief shall establish the type/style and maximum cost of shoe to be paid for by the City.

35.5 The City shall provide all equipment necessary to safely and effectively perform the duties and responsibilities of a sworn Police Officer at no cost to the member. The Police Chief shall determine what equipment is necessary.

35.6 When it is determined that a bargaining unit member is at fault for loss or damage to City issued equipment through a careless or intentional act, in addition to any other applicable disciplinary actions an assessment may be made in accordance with the following schedule:

A. If the loss/damage is the first occurrence within a two-year period, the percentage assessed shall be 50% of the cost of repair or replacement, not to exceed two-hundred fifty dollars (\$250.00).

B. If the loss/damage is the second or subsequent occurrence within a two year period, the percentage assessed shall be 100% of the cost of repair or replacement, not to exceed the city's insurance deductible or \$500 whichever is less.

Due to extenuating circumstances at the time of loss or damage, the member's supervisor may recommend to the Police Chief that the assessment be waived.

35.7 Upon termination of employment or transfer from the department, the bargaining unit member shall return all uniforms and equipment issued to him/her in like condition as when issued, with the exception of reasonable wear and tear.

Article 36

Modified Duty Assignment

36.1 If a bargaining unit member is temporarily unable to perform the essential functions of his/her job due to a non-work-related injury/illness, a written request for a modified duty assignment may be submitted. There shall be no modified duty status allowed a member unless, at the Police Chief's sole discretion and in collaboration with Human Resources and the City Manager, it is determined that a necessary modified duty work opportunity exists within the Police Department. In the event there is no modified duty work available in the Police Department; the City Manager may approve

modified duty status for work in other departments of the City.

36.2 If such an opportunity is available, the Police Chief shall inform the bargaining unit member in writing of any modified duty assignment(s) and the physical capabilities required for their performance.

36.3 Upon the request of the Police Chief, the bargaining unit member shall present this modified assignment information to the treating physician and obtain, at his/her expense, a written evaluation of the bargaining unit member's capacity to perform the essential functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the Chief. The Chief reserves the right to request a second opinion from a City-selected physician at the City's expense if any doubt exists concerning the member's current ability to perform the modified duties.

36.4 Any modified duty assignment shall be administered by the City in accordance with applicable law, including but not limited to the Americans with Disabilities Act. Modified duty may be ended at the will of the City at any time in accordance with applicable law and shall not be subject to the grievance/arbitration provisions of this Agreement.

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

36.6 In the event a bargaining unit member suffers an on-the-job illness or injury that is compensable under Workers' Compensation, he/she shall be given preference for a light duty assignment over a member suffering a non-work-related condition if there are insufficient necessary light duty work opportunities available. The process for obtaining and granting such an assignment shall be the same as noted above in Sections 36.1 - 36.4.

Article 37

Health and Safety

37.1 It is understood that smoking and other forms of tobacco use or vaping of any product is a known hazard to the health of employees, including members of the bargaining unit. In an effort to improve the health of bargaining unit members and to decrease the costs associated with treating tobacco related illnesses, bargaining unit members are required to adhere to the City's Smoking and Tobacco Use Policy in effect at the time unless otherwise stipulated in this Agreement.

37.2 All bargaining unit members shall be required to participate and complete an annual physical abilities test (PAT) as part of the physical requirements of the police officer duties. Time spent participating in the PAT will be considered time worked for purposes of overtime calculation in the work period in which the PAT was conducted. The annual PAT shall be conducted in accordance with departmental operating guidelines agreed upon by the Union and the City. Bargaining unit members shall be required to achieve a "passing" score or rating. The passing score for completion of the PAT is as follows:

Age	Passing Score
19 – 30	9:00
31 – 40	9:30
41 – 50	10:00
51 +	10:30

Bargaining unit members who do not achieve a “passing” score or rating on the PAT shall immediately be placed on modified duty status, if available, and given up to thirty (30) days to achieve the passing score based on the chart above. A member shall be returned to normal duties at any time during the thirty (30) day period if they complete the PAT in the required time. If at the conclusion of the thirty (30) days the member is unable to achieve the passing score or rating, the member will be placed on Administrative Leave without pay for another thirty (30) days. During this time, the member may use their accrued annual and/or compensatory leave. If at the conclusion of this, a member is unable to achieve a passing score or rating, the member will be subject to a non-disciplinary review which may include separation.

37.3 Bargaining unit members that complete the physical abilities evaluation on their first try within the predetermined time limit as designated by the Police Chief (in conjunction with the City Manager and Human Resources Director), shall receive one (1) Personal Day to be used within the current calendar year. The Personal Day cannot be carried forward to the next calendar year, must be taken in one day (no hourly increments), and shall be the equivalent to the number of hours worked by the employee in a normal shift.

Article 38 Indemnification

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

Article 39 Severability Clause

39.1 If any article or section of this Agreement should be held invalid by operations of law or by any tribunal of competent jurisdiction, or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby.

39.2 The parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 40
Publication of the Agreement

40.1 The Union shall be responsible for printing and distributing the necessary number of copies of this Agreement to the bargaining unit members.

40.2 The Union and the City agree to execute duplicate originals of this Agreement.

Article 41
Complete Agreement

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

Article 42
Duration

42.1 This Agreement shall be in full force and effect upon ratification by the bargaining unit members and approval by the City Council. Such ratification and approval shall be made immediately following finalization of this Agreement.

42.2 This Agreement shall continue in full force and effect until midnight of September 30, 2027.

42.3 The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

42.4 Upon expiration of this Agreement, the terms and conditions of employment of the bargaining unit members shall be governed by the status quo doctrine except that the pay increases outlined in Article 29 shall not be effective after the expiration of this Agreement. Pay increases after the expiration of this Agreement will be subject to negotiations.

42.5 Unless specifically stated herein, all changes shall be effective the beginning of the first pay period after contract approval.

IN WITNESS HEREOF, the parties have signed this **AGREEMENT** to be effective this ____ day of _____, 2025.

FOR THE CITY

Rick Van Wagner
Interim City Manager

Date

Nadine Ohlinger
Human Resources Director

Date

John Graczyk
Deputy Chief

Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.



George J. Corwine
Chief Negotiator
Florida Police Benevolent Association

Date

March 7th, 2025



Matt Serrao
President
Central Florida PBA

Date

MARCH 7th, 2005

THIS AGREEMENT APPROVED UPON ADOPTION BY THE CITY COUNCIL OF THE
CITY OF CLERMONT ON THE 8TH DAY OF APRIL, 2025.

TIM MURRY, MAYOR

ATTEST:

TRACY ACKROYD HOWE, MMC
CITY CLERK

Appendix A

Bargaining Unit Member Market Adjustment for FY 2024-2025

Appendix A

Completed Years in Rank										
Position	Base	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Officer	\$ 63,500	\$ 64,770	\$ 66,065	\$ 67,387	\$ 69,408	\$ 71,491	\$ 73,993	\$ 76,582	\$ 79,263	\$ 82,037
Position	10 Years									
Officer	\$ 86,139									
Position	Base Salary	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Sergeant	\$ 84,000	\$ 86,520	\$ 89,116	\$ 91,789	\$ 94,543	\$ 97,379	\$ 100,300	\$ 103,309	\$ 106,409	\$ 109,601

Collective Bargaining Agreement

Between

Central Florida Police Benevolent Association

A Chapter of the
Florida Police Benevolent Association



and the

The City of Clermont



February 2025 to September 30, 2027

Sergeants' Collective Bargaining Agreement

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Preamble

This agreement is entered into by and between the City of Clermont hereafter referred to as the "City" or "employer" and the Florida Police Benevolent Association, hereafter referred to as the "Union."

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

In this Agreement, the terms "Clermont," and "the City," refer to the employer, the City of Clermont and its Police Department. The terms "bargaining unit member," "member," or "employee," refers to the sworn police officers employed by the City of Clermont in the classification of Sergeant.

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

Article 1 Recognition

- 1.1 The City hereby recognizes the Florida Police Benevolent Association as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees of the City of Clermont working within the certified bargaining unit, as established by order of the Florida Public Employees Relations Commission (PERC), PERC Certification Number 2085.

Article 2 Management Rights

2.1 The Union recognizes the prerogative of the City, except as expressly abridged by any provision of this Agreement, to exercise exclusively all of the normal and inherent rights of management with respect to the Police Department, including but not limited to, the right to determine the purpose of its constituent divisions, to set standards of service, and to exercise control and discretion over its organization and operations to ensure efficiency. It is also the right of the City to direct its sworn police employees, to take disciplinary action for proper cause, and to relieve its sworn police employees from duty, provided in so doing the provisions of this agreement are not violated.

2.2 The City reserves the right:

- A. To select and direct the work force in accordance with requirements determined by management.
- B. To establish and change individual work schedules and assignments.
- C. To assign and distribute available overtime work and to change work schedules in order to

minimize overtime work.

- D. To make and enforce work performance standards.
- E. To make and change reasonable rules and regulations and to determine disciplinary action for the failure to obey such rules and regulations.
- F. To determine if a formal investigation under FSS 112.532 is warranted.
- G. To determine job descriptions.
- H. To make and enforce safety rules.
- I. To transfer and promote members.
- J. To determine the size and composition of the work force.
- K. To lay off bargaining unit members for lack of work or other legitimate reasons.
- L. To transfer, subcontract, and eliminate work.
- M. To regulate, control, change, or eliminate existing work procedures or equipment utilized for duty purposes.
- N. To suspend, discharge, demote, or otherwise discipline bargaining unit members for proper cause.
- O. To suspend provisions of this agreement during a time of declared emergency conditions, including but not limited to riots, civil disorders, hurricane or weather conditions, with the exception of the wage, benefit and damage or loss to personal property provisions.

2.3 The exercise of management rights shall not preclude bargaining unit members or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.

2.4 To the extent that exercise of the management rights described herein, modify or impact wages, hours or other terms and conditions of employment, the City agrees not to exercise such right without first affording the Union an opportunity to review and negotiate impact thereof.

Article 3

Non-Discrimination

- 3.1 There shall be no discrimination against any employee covered by this Agreement because of race, religious creed, color, national origin, sex/gender, age, disability, marital status, veteran's status, political affiliation, pregnancy, genetics or sexual orientation as prohibited by State or Federal law.
- 3.2 There shall be no discrimination against any employee covered by this Agreement because of membership, non-membership or office held in the Union.
- 3.3 The City and the union oppose discrimination on the basis of age, race, religious creed, color,

national origin, sex/gender, disability, marital status, veteran's status, political affiliation, pregnancy, genetics, sexual orientation, or any other protected classifications. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination that is in addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

Article 4

Administrative Investigations

4.1 Administrative investigations of bargaining unit members ("Law Enforcement Officers") will be conducted in accordance with Florida Statute 112.532, 112.533, 112.534 and 112.536, known as the Police Officers' Bill of Rights. Bargaining unit members will be required to read and sign their Law Enforcement Officers' Rights form and their Garrity Warning form prior to a formal investigative interview.

4.2 The parties have incorporated by reference the statutory bill of rights in this Agreement to enable them to elect to invoke the grievance-arbitration procedure to remedy any alleged denial of rights, and not to effect any change in substantive rights under the statute as repeated herein. An employee may pursue enforcement of these rights through arbitration or in the courts, but if the bargaining unit member chooses to enforce these rights in court, the City is not obligated to arbitrate over these same issues. Should the referenced Statute be amended by legislature or court action during the course of this Agreement, the amendments will be incorporated and applied without further negotiation by the parties to this Agreement.

4.3 No bargaining unit member shall be disciplined in any manner or otherwise discriminated against in regard to his/her employment or appointment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted by the Police Officers' Bill of Rights.

4.4 If a bargaining unit member is the subject of an administrative investigation, he/she will be notified in writing. At the discretion of the Police Chief, he/she may be allowed to continue performing her/his regular duties or be reassigned to reasonable alternative departmental duty or placed on administrative leave with no loss of pay or benefits until such time as the investigation is completed and disciplinary action, if any, has been determined. If criminal charges are filed against a bargaining unit member, he/she may (at the discretion of the Police Chief) be placed on administrative leave without pay.

4.5 The investigation findings under this Article will be classified as follows:

- A. Sustained - The allegations are supported by sufficient proof.
- B. Not Sustained- The evidence is not sufficient to prove or disprove the allegation.
- C. Unfounded - The allegation is false or otherwise not based on valid facts.
- D. Exonerated- The incident or act occurred but was lawful.

4.6 A complete copy of the investigative report and supporting documentation will be provided to the bargaining unit member upon request and placed in the Police Department's

Administrative Investigation file. The report summary and discipline, if any will be placed in the personnel file.

Article 5

Professional Standards and Disciplinary Action

5.1 It is a statutory right of the City to establish rules and standards of performance and to discipline employees in accordance with those standards. When discipline is applied, the City shall, when possible, use a system of "progressive discipline" that uses the least possible form of corrective action necessary to obtain its intended purpose, which is to correct inappropriate conduct. Discipline should be progressive, consistent and appropriate. However, the Union and the City recognize that there are instances where the employee's conduct is such that progressive discipline is not required and that discipline up to and including discharge can be imposed by the City. Employees will not be discharged or disciplined without cause.

A. Supervisory personnel are delegated the authority and responsibility for the proper direction, effectiveness, efficiency, conduct, and discipline of subordinate personnel assigned to them, subject to review by the Police Chief.

B. Prior to any disciplinary action being taken, management will address as appropriate to determine the applicable facts and evidence which would support or not support the need for disciplinary action. The circumstances will determine the need for a formal investigation and extent thereof. If an investigation is reasonably expected to result in disciplinary action, such investigation will be conducted in accordance with Article 5 of this Agreement.

C. At-fault vehicle crashes shall follow a separate disciplinary matrix and shall not be combined with progressive discipline for other disciplinary matters.

5.2 Counseling: Supervisors are responsible for counseling employees when necessary to improve performance. Counseling is not considered discipline and is not subject to the grievance process. Supervisors shall document the written counseling on the City's Corrective Action Form. Written Counseling records are considered public records and shall be maintained in the employee's personnel file. Written Counselings shall be not be counted for the purposes of progressive discipline provided they are older than twelve (12) months.

5.3 Discipline may take the form of:

A. Reprimand: Recorded admonishment of a deficiency or poor performance.

B. Suspension: An unpaid period of time of at least one shift and not more than thirty (30) days. However, if the bargaining unit member has been suspended as the result of an administrative investigation into pending criminal charges, the bargaining unit member may be suspended until a final court disposition is rendered.

C. Demotion: Reclassification from one position to another one of lower pay.

D. Termination: A complete and irrevocable severing of the employment

relationship.

5.4 If a bargaining unit member who is suspended/placed on administrative leave without pay pending final court disposition of criminal charges, is convicted or pleads guilty or nolo contendere to any criminal charge that disqualifies him/her from service as a police officer under Florida Statutes, s/he shall be terminated and shall not be entitled to any back pay or benefits.

5.5 If a bargaining unit member who is suspended/placed on administrative leave without pay pending final court disposition of criminal charges, is convicted, pleads guilty or nolo contendere to or plea bargains to a misdemeanor offense that does not disqualify him/her under Florida Statutes, the bargaining unit member shall not be entitled to any back pay or benefits upon return to full duty and may be subject to further discipline imposed in accordance with this article.

5.6 If a bargaining unit member, who is suspended/placed on administrative leave without pay pending final court disposition of criminal charges, has been acquitted of all charges or has all charges dropped, he/she will be restored to full duty with all back pay and benefits, except for such discipline imposed against the bargaining unit member for violation of the City's Employment Policies Manual and/or departmental operating guidelines.

5.7 All disciplinary action taken toward bargaining unit members is subject to grievance.

5.8 Bargaining unit members shall be required to observe and comply with written regulations governing their employment as set forth in Departmental procedures and such special and general orders and written communications issued by the Department or the City, including the City's Employment Policies Manual, to the extent that such rules or directives are not in conflict with this Agreement.

5.9 No disciplinary action will be taken for violation of a rule or regulation until at least forty-eight (48) hours after posting or distribution of the rule or regulation.

5.10 To the extent possible, supervisors shall document incidents, acts or behavior potentially leading to disciplinary action. Record keeping must identify dates, times and circumstances.

5.11 If disciplinary action is proposed that includes termination, demotion, or other personnel action (e.g., suspension without pay) which might result in loss of pay or benefits, the bargaining unit member will be notified in writing of the proposal and the reason or reasons ten (10) calendar days prior to the effective date of such action.

5.12 If disciplinary action is proposed that includes termination, demotion, or suspension without pay, the bargaining unit member will be provided a complete copy of the investigative report and/or supporting documents and an opportunity to address the report findings with the Police Chief, or designee, in a pre-disciplinary hearing prior to the effective date of such action. The bargaining unit member will be given notice of the pre-disciplinary hearing a minimum of seven (7) calendar days prior to the hearing. During that seven (7) day period, the bargaining unit member shall have an opportunity to secure a representative from the union (including PBA staff, PBA attorney, or personal attorney) to be present during the pre-

disciplinary hearing.

5.13 Within fourteen (14) calendar days of the conclusion of the pre-disciplinary hearing, the Police Chief shall notify the bargaining unit member, in writing citing any and all reasons, of his/her decision in respect to the form of discipline, if any.

Article 6

Personnel Records

6.1 The bargaining unit member's official personnel files are to be maintained in the City's Human Resources Department.

6.2 With the exception of those exemptions noted in Florida Statutes, records in the bargaining unit members' personnel files are public records and available for inspection. The release and disclosure of any records in these files will be under the authority of the City Clerk.

6.3 Bargaining unit members shall have the right to inspect and make copies of his/her personnel files at no charge. The records shall be made available during regular business hours.

6.4 Bargaining unit members shall be notified, within five (5) days of receipt of public records request that requests a personnel file of a bargaining unit member or identifies a bargaining unit member. Documentation noting the date and identity, if known of the individual/organization requesting the personnel file record shall be placed in the personnel file. Nothing herein shall require the City to obtain the name or other identifying information of any such individual/entity requesting the personnel file record.

6.5 The City agrees that a bargaining unit member shall have the right to include in his/her personnel file a written refutation of any material he/she considers to be detrimental. The written refutation must be provided to the Police Chief within thirty (30) calendar days following the completion of the disciplinary process (including the grievance process, if applicable).

Article 7

Work Period and Work Shift

7.1 Bargaining unit members assigned to road patrol shall work twelve (12) hour shifts from 6:00 a.m. to 6:00 p.m. or 6:00 p.m. to 6:00 a.m. The normal work period shall consist of two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, and three (3) days off. Bargaining unit members assigned to road patrol shall be scheduled for a weekend off every other weekend, a weekend being defined as Friday, Saturday and Sunday, unless there is a declared emergency.

7.2 Bargaining unit members assigned to any unit other than road patrol shall work eight (8) or ten (10) hour shifts with starting and ending times to be determined by the Police Chief. The normal work period for eight (8) hour shifts shall consist of five (5) days on and two (2) days off. The normal work period for ten (10) hour shifts shall consist of four (4) days on and three (3) days off. While working a regularly scheduled shift, the K-9 member will be allotted one (1)

hour of each shift for dog maintenance. In addition, the K-9 member shall be compensated one (1) hour for dog maintenance during each scheduled day off.

7.3 As noted in Article 2.2.B. of this Agreement, the City has the right to change work schedules (starting and ending times and days on/off, early/late car, relief/power shift) as needed. The City will give as much advance notice as possible when adjustments are made.

7.4 Each bargaining unit member shall be entitled to a paid meal period of thirty (30) minutes and two (2) fifteen (15) minute rest periods during his regular work shift. The time period for breaks must be approved by the bargaining unit members' shift supervisor prior to the bargaining unit member taking the break.

7.5 No bargaining unit member shall be required to work a split shift. Whenever a shift rotation occurs or a bargaining unit member rotates to a new shift, bargaining unit members shall be entitled to at least the number of hours equal to one scheduled shift of off-duty time prior to returning to work.

7.6 The bargaining unit members assigned to shifts shall have the opportunity to pick their desired shift by seniority provided the operational needs of the department are satisfied. The shift picks or bids will occur in January and July. The City retains the right to determine the number of slots available on each shift and override shift pick selections.

Article 8

Overtime, Overtime Pay and Compensatory Time

8.1 Overtime is defined as time worked in excess of eighty-four (84) hours per pay period for twelve (12) hour shift employees and in excess of forty (40) hours per workweek for all other employees.

8.2 For the purposes of computing overtime, compensatory leave, sick leave, bereavement leave, annual leave, holiday leave, military leave, jury duty and any other absence from work while on paid status will not be considered time worked.

8.3 Overtime must be assigned or authorized by supervisory staff; an employee is not entitled to assign or approve overtime for him/herself. Overtime shall be scheduled at the discretion of the Police Chief or designee in accordance with the procedures herein, except in instances of a declared emergency.

8.4 Except in instances of emergency, overtime opportunities will first be offered to eligible employees in the same job class, in order of seniority. Should the most senior employee decline the opportunity, it will be offered to the next senior until the opportunity is accepted. If no eligible employee voluntarily accepts the overtime opportunity, it will be assigned to and required of the eligible employee with the least seniority.

8.5 Accepting the overtime opportunity or declining the opportunity will be considered the same in regard to eligibility for subsequent opportunities.

8.6 On subsequent opportunities for overtime, the procedure described above shall begin with the bargaining unit member having the greatest seniority after the bargaining unit member who accepted or declined the previous opportunity.

8.7 Overtime worked shall be compensated at one and one-half (1.5) times the bargaining unit member's regular rate of pay as defined in the Fair Labor Standards Act.

8.8 In lieu of receiving cash for overtime worked in excess of eighty-four (84) hours per pay period or forty (40) hours per workweek, as applicable, employees may request compensatory time.

A. Equivalent compensatory time for each overtime hour worked based on Article 8.7 of this Agreement will be credited to the employee at the end of the work period in which the overtime was worked. Records related to accrual and use of compensatory time are maintained by the Finance Department.

B. The maximum accrual of compensatory time is eighty-four (84) hours for twelve (12) hour shift employees and eighty (80) hours for all other employees. When an employee has reached his/her maximum accrual, the City will include payment for any subsequent overtime in the employee's paycheck.

C. A bargaining unit member who has accrued compensatory time and requested use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the department. The minimum time period for use of compensatory time is one (1) hour.

D. Bargaining unit members may use compensatory time accrued in conjunction with the use of vacation leave.

E. Upon termination of employment, for whatever reason, the remaining balance of accrued compensatory time will be paid to the terminated employee (or his/her designated beneficiary or estate in the case of the employee's death) at the rate of pay in effect for him/her at that time.

Article 9

Extra-Duty

9.1 Call out time is defined as any time a bargaining unit member is called into work when he/she is off duty. Call out hours shall be paid for actual time worked with a minimum of two (2) hours. In the event of multiple callouts, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. If the call-out consists only of virtual court-related meetings, emails or telephone calls, the actual time of the virtual court-related meetings/emails/calls will be paid, without regard to a minimum time. Call out hours paid will be considered time worked for purposes of overtime calculation in the work period in which the call outs occurred.

9.2 On call duty is defined as off-duty time when a bargaining unit member is ordered by the Police Chief, or his designee, to be readily available and prepared to perform actual work when the need arises during off-duty hours. Members in an on-call status shall receive a daily

supplement of \$20.00, which shall be added to his/her base annual salary during the week he/she is on call. If a bargaining unit member is called out for duty, the bargaining unit member will be compensated in accordance with Article 9.1.

9.3 Bargaining unit members shall be compensated for training or re-training when such training or re-training is required by the Police Chief or the State of Florida. Such training will be considered time worked for purposes of overtime calculation in the work period in which the training was conducted. Bargaining unit members shall not be compensated for training or re-training, when such training or retraining is not approved by the Police Chief or his designee.

9.4 Special Event Pay

"Special events" are defined as those events included in the Special Events lists maintained by Parks & Recreation of the Recreation Collective folder. The Police Chief or his designee will review the public safety impact of each of these events and shall determine if Police resources are needed.

Non-exempt employees who work a Special Event, which is held outside of their regular scheduled work hours and who do not qualify for the overtime premium noted in Chapter 4 of the City's Employment Policies Manual, shall be paid for all hours worked the Special Event at the rate of one and one-half times (1.5) the employee's regular rate of pay.

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

Hours worked in preparation of a Special Event do not qualify for this Special Event premium, however said hours would be paid in accordance with the FLSA.

This agreement does not include hours worked as an "off duty detail" and those hours are paid by the vendor through a software system designated by the City.

Article 10 Annual Leave

10.1 Bargaining unit members are entitled to the following:

<u>Years of Service</u>	<u>8 & 10 Hour</u>	<u>12 Hour</u>
<u>0-4</u>	<u>3.08 hours</u>	<u>3.23 hours</u>
<u>5-9</u>	<u>3.69 hours</u>	<u>3.85 hours</u>
<u>10-14</u>	<u>4.61 hours</u>	<u>4.85 hours</u>
<u>15-19</u>	<u>5.53 hours</u>	<u>5.81 hours</u>
<u>20 and over</u>	<u>6.15 hours</u>	<u>6.46 hours</u>

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

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

10 hour	320 hours
12 hour	336 hours

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

Article 11 Sick Leave

- 11.1 Bargaining unit members are entitled to sick leave on a biweekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>8&10 Hour Emp</u>	<u>12 Hour Emp</u>
Less than 1 Year	1.84 hours	1.94 hours
More than 1 Year	3.69 hours	3.88 hours

- 11.2 In the event that the City changes the sick leave benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the union and the City.

Article 12 Bereavement Leave

- 12.1 Bargaining unit members are entitled to up to twenty-four (24) hours of bereavement leave upon approval of the Police Chief in the event of a death of a family member. The member shall submit proof of death before compensation is approved.

12.2 Family members are defined as the employee's children, parents, parents-in-law, brothers, sisters, grandparents, grandparents-in-law, grandchildren, great grandparents, great grandchildren, aunts, uncles, and current spouse, stepchildren, stepparents, stepparents-in-law, step-brother, step-sister, step-grandparents, step-grandchildren, sisters-in-law, brothers-in-law, sons-in-law, and daughters-in-law.

- 12.3 If additional time off is necessary, annual leave or compensatory leave may be used, with the approval of the Police Chief.

Article 13 Leave of Absence

- 13.1 All applications for leave of absence must be submitted in writing and approved by the Police Chief and the City Manager in collaboration with the Human Resources Department. Decisions regarding leaves of absence are not subject to the grievance or arbitration procedures.

13.2 Upon termination of leave of absence, the bargaining unit member shall return to the same job classification and rate of pay in effect at the beginning of the leave of absence.

13.3 The bargaining unit member will not lose any credited service with the City, if the leave of absence period is less than three (3) months. If the leave of absence period is longer than three (3) months, the bargaining unit member will not receive any credited service for the entire leave of absence period. No other benefits will be available to the bargaining unit member during the leave of absence period.

13.4 A leave of absence shall run concurrent with all forms of leave including FMLA and shall not exceed a total of one hundred eighty (180) calendar days. Annual, sick, personal and compensatory leave may be used during a leave of absence. All leaves must be exhausted prior to going into an unpaid status.

Article 14

Military Leave and Military Duty

14.1 Military leaves shall be granted in accordance with the City's Employment Policies Manual, Florida and Federal Law. The City's Employment Policies Manual cannot supersede Florida and Federal Law.

14.2 Except in an actual or declared emergency recall to duty, the bargaining unit member shall give thirty (30) calendar days' notice, or as much notice as possible to his supervisor that his military duty will occur on the specific dates.

Article 15

Workers' Compensation, On-the-Job Injury and Disability

15.1 The City provides workers' compensation insurance, in accordance with Florida Statutes, and through its carrier will provide medical and compensation benefits to employees who sustain an injury as a result of and arising out of employment by the City. Initial determination as to whether an injury is compensable will be made by the carrier. Disputes concerning compensability of injury or type or amount of compensation shall be resolved through existing legal process as defined by Florida Statute and shall not be subject to grievance under this Agreement.

15.2 Members recognize a duty to immediately report any injury occurring while on the job, and to cooperate in providing any information necessary to process a claim.

15.3 The City is entitled to select the physician who will examine or reexamine the injured employee; however, the injured employee is entitled to a one-time change in physicians per claim, subject to the approval of the workers' compensation carrier and applicable Workers Compensation law.

15.4 While on a job connected injury or disability leave, bargaining unit members shall be entitled to all benefits as provided in this Agreement.

15.5 Before returning to work, a return-to-work statement from the treating physician must be

submitted to the Police Chief, authorizing the bargaining unit member's return to work without any work restrictions or with modified duties that can be accommodated by the Police Department at that given time.

15.6 A bargaining unit member (probationary or permanent) who is maliciously or intentionally injured on the job shall be paid injury leave at full pay during the duration of the job disability. Malicious or intentional is defined as wrongfully, intentionally, without legal justification or excuse, and with the knowledge that injury or damage may be caused to another person or the property of another person. When workers compensation indemnity benefits are paid, injury leave shall supplement not to exceed 100% of employee's wages.

15.7 A bargaining unit member who receives an accidental or unintentional injury on the job shall be paid injury leave at full pay until Workers Compensation payments begin when the employee is required to be absent from work at the direction of a physician selected in accordance with Article 15.3 above.

15.8 Upon payment of the maximum injury leave available, bargaining unit members shall be required to use accumulated personal leave to make up the difference between the workers compensation payments and the bargaining unit members regular wages.

15.9 Bargaining unit members are required to use injury leave concurrently with any available Family and Medical Leave. Leave time taken will be applied towards the bargaining unit member's Family and Medical Leave entitlement.

Article 16

Vehicles

16.1 The City shall equip all patrol vehicles in such a manner to allow bargaining unit members to perform their duties and responsibilities as police officers. The Police Chief shall determine the type of equipment to be used.

16.2 All maintenance, repairs, fuel costs, and insurance for the patrol vehicles shall be the responsibility of the City.

16.3 If a bargaining unit member feels that a vehicle or other equipment is unsafe and therefore unfit for service because it is a hazard to him or the public, or both, he shall immediately inform his supervisor. If the supervisor concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe. Should the supervisor not concur, the bargaining unit member shall document such unsafe condition(s) and forward it to the Police Chief via the chain of command.

16.4 With respect to vehicles, the term "unsafe" shall relate to brakes, lights, tires, emergency lights, spotlights, horns, sirens, steering, electrical, fuel leaks, engine/transmission, biohazard or chemical contamination.

16.5 If the nature of the vehicle problem is such that it should not be driven, the vehicle shall be taken out of service at the location where it is deemed unsafe. A bargaining unit member shall

not be required to deliver such unsafe vehicle to place of repair. However, if the nature of the unsafe condition is such that the bargaining unit member can drive the vehicle to a place or repair, without hazard to himself/herself or the public, he/she shall do so.

16.6 No vehicle or piece of equipment shall be released back for duty use until inspected and/or repaired by competent mechanical personnel.

16.7 Bargaining unit members shall not be required to perform repairs on vehicles.

16.8 Bargaining unit members shall not be required to use their personal vehicles in the performance of any assigned duties with the exception of ancillary functions.

16.9 Bargaining unit members shall be allowed to drive City vehicles home in accordance with the City's Take Home Vehicle Policy as approved by the City Manager. Members shall be required to use such vehicles in accordance with the City's Take Home Vehicle Policy in effect at the time unless otherwise stipulated in this Agreement.

16.10 Bargaining unit members not assigned to the K-9 unit shall not be required to transport animals in patrol vehicles, whether caged or un-caged.

Article 17

Personal Day

17.1 Bargaining unit members are entitled to the two (2) personal days per calendar year.

17.2 In the event that the City changes the Personal Day(s) benefits available to all other employees, the respective Personal Day benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the Union and the City.

Article 18

Insurance

18.1 The City agrees to provide the same health, dental and life insurance benefits to bargaining unit members as are provided to all City employees. The cost for such insurance to bargaining unit members shall be the same as charged to all City employees. The City shall have no obligation to bargain over changes to insurance or the effects of such changes during the term of this agreement as long as the bargaining unit members are provided the same insurance benefits as all City employees. The Union shall have representation on the Employee Insurance Committee; however, the City shall have no obligation to maintain such a committee.

18.2 The City shall provide life insurance or death benefits for each bargaining unit member in accordance with Florida Statutes.

Article 19
Union Representatives and Business

19.1 The City shall recognize the Florida Police Benevolent Association as the official representatives of the Union and shall consider them the sole contact with Union members in regard to the terms and conditions of employment and contract matters, subject to bargaining.

19.2 The Union will be permitted to use the Police Department Facilities at no cost for meetings of the Florida Police Benevolent Association, as available, providing arrangements have been made in advance in accordance with normal scheduling procedures and such use does not interfere with the business and efficiency of the department. All members may attend union meetings during scheduled work hours with supervisory approval, provided that such attendance will not interfere with the business and efficiency of the department.

19.3 The City will allocate a reasonable portion (approximately 1/3) of the squad room bulletin board solely for the purpose of posting notices and announcements pertaining to Union business.

19.4 The Union shall not post any material that is obscene, defamatory or that impairs the operation of the Department or the City. Any intentional violation of this provision by the Union may result in the privilege of such use of the bulletin board being withdrawn.

19.5 The Union shall be permitted to use the City's electronic mail system and telephone to transmit information related to the Florida Police Benevolent Association to bargaining unit members provided such communications do not unduly interfere with City work. Said electronic mail shall also be available for review by appropriate City officials. The Union and bargaining unit members shall not transmit any material which would violate the City's Computer Network Guidelines and Procedures.

19.6 The Union shall be granted up to one (1) hour during new police officer orientations to explain jointly with a management officer the provisions of this agreement and the functions of the Union.

Article 20
Reduction in Work Force

20.1 Layoff - In the event of a layoff for any reason, regular full-time employees shall be laid off in inverse order of seniority.

A. "Seniority" for purposes of this Article is defined as the length of uninterrupted time since the most recent hire by the City.

B. Seniority is earned within the Department and also within the City. Departmental seniority will be given first consideration; if departmental seniority is equal (in terms of date), then City seniority will govern.

C. Employees in temporary status will be laid off first, followed by employees in probationary status. No permanent employee shall be laid off while another person in the same class is retained on an emergency, temporary or probationary basis by the City.

20.2 Exceptions to Layoff - If the Police Chief should find that a specific employee should be retained despite a lower seniority because of special skills, abilities or training that are essential to the efficient operation of the department or the organizational unit, the Chief shall submit a written request to the City Manager that sets forth in detail the specific skills, abilities or training possessed by the member and the reasons the member is essential to the effective operation of the department. A copy of the request will also be delivered to the Florida Police Benevolent Association at the same time as submitted to the City Manager. Absent formal objection by the union through the grievance process and upon approval of the City Manager, the member may be retained.

20.3 Alternatives to Layoff - Any member scheduled to be laid off shall be offered an alternate position if qualified and if a suitable vacancy exists. A member may not "bump" another permanent employee from his/her position in order to avoid layoff.

20.4 Notice of Layoff - Prior to notification of those affected, the names of all bargaining unit members scheduled for layoff will be provided to the City Manager and to the Florida Police Benevolent Association. Such notice will include information of job class and seniority of those affected and will reference any request for out-of-seniority as provided in 21.2, above. Absent formal objection by the union through the grievance process and upon approval by the City Manager, layoff notices will be sent to the bargaining unit members affected. Bargaining unit members shall be notified in writing by the Police Chief of their layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

20.5 Recall

A. Members in layoff status shall retain recall rights for twelve (12) months from the date of layoff. The names and seniority dates of laid-off members shall be placed on a recall list and a copy of the list shall be provided to the union.

B. Members shall be recalled in order of seniority as shown on the recall list determined at the date the initial layoff occurred. The member with the greatest seniority shown on the recall list shall be recalled first. If, after the City has provided notice of recall in accordance with this Article to each of the members on the recall list, vacancies exist because laid off members have refused recall or failed to respond to notice within the time allotted, the recall list shall be deemed exhausted, and the City shall fill vacancies through its ordinary hiring process.

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

A. Notice of recall shall be given to the member by first class mail sent to the most recent address contained in his/her personnel records.

B. A member who receives a notice of recall and desires to return to work must respond to the City's Human Resources Department no later than fourteen (14) calendar days following his/her receipt of the recall notice. A laid off member who fails to notify the Human Resources Department in accordance with this section shall lose recall rights.

C. A member must report fit for duty within fourteen (14) calendar days (or less if

approved by the Police Chief) following his/her notification to the Human Resources Department of his/her desired return to work. A laid off member who does not report fit for duty in accordance with this section shall lose recall rights.

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

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

Article 21

Dues Deduction

21.1 The City agrees that upon receipt of a voluntary individual notice for any bargaining unit member, the City shall deduct from his/her pay, dues commencing with the second pay period after receipt of such notice. Revocation shall be in writing and shall be effective commencing with the second pay period after receipt of such notice of revocation.

21.2 Dues shall be deducted each designated pay period, and those monies shall be remitted to the Florida Police Benevolent Association reasonably thereafter.

21.3 The Union will initially notify the City as to the amount of the dues to be deducted. Such notification shall be to the City in writing over the signature of the Florida Police Benevolent Association.

21.4 Changes in the amount of the union dues to be deducted will be certified to the City in the same manner and shall be done thirty (30) calendar days in advance of the effective date of such change.

21.5 The Union agrees to indemnify and hold harmless the City, its agents, employees and officials from and against any claims, demands, damages, or causes of action (including but not limited to claims based on clerical or accounting errors) of any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the City or its agents, employees or officials. The term "officials" includes elected or appointed officials.

Article 22

Grievance Procedure

22.1 The purpose of this Article is to establish processes for the fair, expeditious and orderly adjustment of grievances regarding contract and disciplinary disputes or disagreements between the City of Clermont, the Clermont Police Department and the Florida Police Benevolent Association and its members involving the interpretation or application of this Agreement.

A grievance is a dispute, claim, or complaint filed by a Bargaining Unit employee or the Union arising under the Terms of this Agreement. Grievances are limited to discipline or matters of

interpretation or application of the provisions of this Agreement. Any grievance filed shall contain a complete statement of the grievance, reference to the provision, or provisions of the Agreement alleged to have been violated and state the remedy or correction requested. The City need not entertain or process under this Article, and may refuse to entertain, any disputes, claims, or complaints not meeting this definition.

Business days shall be defined as Monday through Friday, excluding Saturdays, Sundays and holidays.

Grievances may be submitted in-person, via electronic mail (e-mail) or by USPS certified or registered mail.

22.2 Any formal grievance filed shall be in writing and shall set forth the provision or provisions of this Agreement alleged to have been violated and the facts pertaining to the alleged violation(s) and the date of the violation(s). The grievance shall be signed by the grievant or the Florida Police Benevolent Association. Grievances submitted which do not contain the above information and/or are incomplete, shall be amended by the grievant within five (5) business days of the original filing to state the required information. The necessity of filing an amendment shall not affect the timeliness to the extent that the grievance is substantially complete.

22.3 Nothing in this section shall be construed to prevent a bargaining unit member from presenting, at any time, his own grievance without representation.

22.4 A bargaining unit member who wishes to submit a grievance must submit a grievance in writing within fifteen (15) business days after the occurrence of the matter from which the grievance arose. A grievance not appealed to the next step within the time limits established by this procedure shall be considered settled on the basis of the last answer provided by management.

22.5 In advancing grievances, the grievant bargaining unit member(s) or union and management may call a reasonable number of witnesses to offer testimony. Either party may call witnesses as needed. Hearings shall be continued to facilitate appearance of witnesses who are Department employees, whose presence would otherwise conflict with Department needs.

22.6 The formal grievance procedures are as follows:

Step One

- The bargaining unit member and/or union shall file the grievance, in writing, with the Police Chiefs office within fifteen (15) business days of the occurrence of the event giving rise to the grievance.
- The Police Chief will conduct a meeting within fifteen (15) business days of receiving the grievance or any amendment, if applicable with the grievant and his requested representative, unless the Police Chief chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff. The Police Chief shall notify the grievant and the Union of his decision, in writing, within fifteen (15) business days after the meeting date.

Step Two

- If the grievance is not resolved to the grievant's satisfaction as rendered by Step One, the bargaining unit member and/or the Union may forward the grievance, in writing, to the City Manager within fifteen (15) business days of receipt of the notification from the Police Chief.

- The City Manager shall conduct a meeting within fifteen (15) business days with the grievant and his requested representative, unless the City Manager chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff. -The City Manager shall notify the grievant and the Union of his decision, in writing, within fifteen (15) business days after the meeting date.

22.7 Grievance discussions at Steps One and Two shall be conducted during the grievant's normal duty hours. The aggrieved bargaining unit member shall suffer no loss of pay or benefits for time required for such meetings.

22.8 All class action grievances shall be filed at Step Two.

22.9 Grievance of a reprimand shall stop at the conclusion of Step One.

22.10 The aggrieved bargaining unit member and the Union shall be given at least five (5) business days' notice of the grievance meetings provided herein.

22.11 If any grievance is not satisfactorily resolved by the procedure outlined in the Article, the Union may proceed to arbitration according to Article 24.

22.12 Probationary bargaining unit members shall not have the right to grieve discharge.

22.13 It is agreed that a bargaining unit member may file a grievance/appeal, in accordance with the personnel rules, regulations, and/or ordinances of the City of Clermont. Bargaining unit members may only choose one grievance/appeal process. The decision to use any City Of Clermont grievance/appeal process is irrevocable and precludes the bargaining unit member from filing any grievance under the provisions of this Agreement.

Article 23

Arbitration

23.1 If any grievance is not satisfactorily disposed of by the grievance procedure outlined in Article 23, the bargaining unit member or Union may give notice of intent to arbitrate by written notice, hand delivered or by certified mail, return receipt requested, postmarked or hand delivered within fifteen (15) business days after the receipt of the Step Two decision. Said written notice shall include a statement of facts upon which the case is submitted.

23.2 Within fifteen (15) business days of the receipt of such notice, a letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of arbitrators with a Metropolitan designation. Within fifteen (15) business days of receipt of the list of

arbitrators, a Union Representative and a representative of the City shall meet to select an arbitrator. The Union and the City will alternately eliminate one name at a time from the list until only one name remains and that person shall be the arbitrator. The City and the Union shall alternate in the rights to first strike names in successive arbitrations.

23.3 As promptly as possible, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the bargaining unit member, the City and the Union, in writing.

- A. Any party may be represented at the hearings by counsel or any other representative.
- B. The hearing shall be conducted by the Arbitrator in a manner that will most expeditiously permit full representation of the evidence and arguments of all parties. The parties shall make every effort to conclude the hearing within one (1) day.
- C. Each party shall bear the costs of preparing and presenting its own case. Each party desiring a record of the proceedings shall pay for any costs thereof. In the event both parties agree to have a record of any type made of the hearing, said parties may share equally the cost of any such service.

23.4 The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the discipline or the explicit terms of the Agreement as herein expressly set forth. He shall not have the authority to add or subtract from or modify any said terms of the Agreement; to limit or impair any right that is reserved to the City, the Union, or bargaining unit members; to establish or change any wage or rate of pay that has been agreed to in the Agreement.

23.5 No decision of any Arbitrator in one case shall create a basis for retroactive adjustment of any other case.

23.6 The Arbitrator may, under the powers granted by the terms of this Agreement, direct any remedy permitted by the Florida Arbitration Code.

23.7 The decision of the Arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved. Review shall not be precluded pursuant to the Florida Arbitration Code.

23.8 The expenses of the Arbitrator shall be split equally by the parties. Each party shall make arrangements for and pay the witnesses that are called by it.

23.9 New Hire Probationary employees shall not be entitled to the arbitration process outlined in this Article.

Article 24
Employee Educational Assistance

24.1 The City will reimburse bargaining unit members for the cost of tuition, books and fees under the following conditions:

- A. The course must be applicable to the employee's field of work or of such nature and quality to directly contribute to the employee's value and potential growth in law enforcement.
- B. The course must be pre-approved by the Police Chief and the City Manager and is subject to budgetary constraints.
- C. Only specific courses for a specific semester will be approved. Blanket approval of courses will not be granted.
- D. The course must be a part of a degree seeking program and at a nationally or regionally accredited institution.
- E. Reimbursement shall be made upon completion of the approved course and submission of the course final grade.
- F. The bargaining unit member has executed a separate tuition reimbursement agreement with the City agreeing to the terms set forth in this article.

24.2 The City will reimburse bargaining unit members for the cost of tuition, books and fees based on state college/university rates up to a maximum of one thousand (\$1,000) dollars per fiscal year in accordance with the following schedule:

- A. 100% for attaining a final grade of "A"
75% for attaining a final grade of "B"
50% for attaining a final grade of "C"
- B. If the course grading system is pass/fail, the City will pay 75% for a "pass" and 0% for a "fail".

24.3 Bargaining unit members who resign from the City before the completion of one (1) year of service from the date of their last course reimbursement must pay back to the City any money received during that one (1) year period.

Article 25

Physical Examinations

Bargaining unit members are required to successfully complete a physical examination on an annual basis and are subject to a fitness for duty physical examination when necessary.

25.1 The annual physical examination will include, at a minimum the following: medical examination, height and weight, blood pressure, lab tests including urinalysis and metabolic blood panel, audio screening, vision test, EKG at rest or stress (upon recommendation by the physician) and a Tuberculosis test. In addition to the required tests, bargaining unit members may request to have a chest X-ray performed and interpreted in conjunction with the annual examination, provided appropriate justification is present. The cost of the annual physical examination by the City's designated physical examination provider will be paid by the City.

25.2 The Tuberculosis test results must be read within the time frame specified by the physician. If the test results are not read within the specified time frame, the bargaining unit member will be required to receive another Tuberculosis test at the bargaining unit member's cost. If the Tuberculosis test is not completed within 30 days of the physical examination, the bargaining unit member will be required to undergo another complete physical examination at the bargaining unit member's cost.

25.3 Scheduling of the annual physical examination will be at the discretion of the Department and during normal scheduled work hours, when possible. Time spent at examinations which the City requires to be taken outside regular work hours will be considered hours worked for purposes of calculating overtime.

25.4 The City may require a member to undergo a physical or mental examination, at the City's expense, whenever there is a reasonable belief, based on fact, that the member's fitness for duty is in question, and shall determine the nature and extent of such "fitness for duty" physical or mental examination.

25.5 The City shall not maintain, collect or otherwise store medical files on bargaining unit members unless allowed in accordance with law. The bargaining unit member may elect to voluntarily provide information to the City, if necessary.

25.6 All physical examinations will be conducted by a physician designated by the City. However, bargaining unit members may select their own physician to perform the same annual physical examination, including testing and lab work, with the approval of the City. If the bargaining unit member's personal physician performs the annual physical examination, the City will reimburse the bargaining unit member for the cost of the physical examination up to the amount charged by the City's designated physical examination provider. In addition, the personal physician will have to complete the standard physical examination results form and send to the City.

25.7 The standard for evaluating if an employee is medically qualified to perform their position is ultimately determined by the requirements of being a police officer. If the employee is not medically qualified, the employee will be required to comply with the provider's recommendations at his/her own expense until the employee is deemed to be medically qualified, unless the employee files a workers' compensation claim and is evaluated and treated under a

separate policy.

Article 26

General Provisions

26.1 Bargaining unit members who are on duty shall be furnished with parking facilities at the Police Department to the extent available. Said parking facilities shall be furnished at no cost to the bargaining unit member.

26.2 Copies of regulations, procedures, special and general orders or written directives shall be furnished to the Florida Police Benevolent Association within fifteen (15) business days in advance of implementation in order to afford the Union the opportunity to consult with, or request to bargain over the change to be implemented. If the union objects to any change of the City policy that would result in a termination of employment and the union notifies the City of such objection, the City shall not implement any change until the union has had the opportunity to bargain and ratify the proposed changes.

26.3 Bargaining unit members shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Police Chief or his designee only after receipt of actual notice of such rule modification.

26.4 Prior to the implementation of any new and/or revised regulations, procedures, departmental operating guidelines, written directives or personnel policies, the City shall provide the new or revised items to the Florida Police Benevolent Association for review and, if required, bargaining.

26.5 Any memorandum issued will be in effect until the next annual revision of the Department's Operating Guidelines, after which they must either be incorporated in the Department's Operating Guidelines or shall be null and void. No memorandum shall modify, change or otherwise alter any Article or provision of this Agreement.

26.6 All bargaining unit members are subject to drug/alcohol testing in accordance with the City's Drug Free Workplace Policy and Procedure.

26.7 Bargaining unit members may request an annual HIV test to be performed at a facility designated by the City. Results of such tests shall be kept confidential.

26.8 The probationary period for new bargaining unit members is one (1) year; however, the period may be extended by the Police Chief at his/her discretion for additional observation. Extensions shall be no more than three (3) months in duration with no more than two (2) extensions. If an extension is to be made, the member must be notified in writing, with fourteen (14) days advance notice, of the reason for the extension. The extension notice shall provide the reason for extension and include any deficiencies or issues. Additionally, the employee's supervisor shall meet with the employee a minimum of one time bi-weekly to address the listed deficiencies and provide a pathway to successfully complete probation.

26.9 A bargaining unit member may, subject to prior approval of the Police Chief, accept and be employed in an occupation off-duty, which is not in violation of Federal or State Laws

or rules and regulations of the Department, providing that such employment shall not interfere with or adversely affect the performance of assigned duties. A bargaining unit member may not, however, engage in off-duty employment which is contrary to his/her medical restrictions.

26.10 The City recognizes that pursuant to Florida Statutes, employees covered by this Agreement shall have the right, without interference, intimidation, coercion or retaliation to engage in concerted activities not prohibited by law, for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities.

26.11 Any member who is eligible for full service retirement after having completed (20) twenty years of service or more as a law enforcement officer with the City of Clermont will be given his or her standard issue service weapon at no cost to the member. The service weapon shall be retired from duty use and become the personal property of the member. A member may be afforded this right as a condition of early retirement at the discretion of the Chief of Police provided the member is fully vested.

Article 27

Locker Room Facilities

27.1 The City agrees to provide and maintain locker room facilities for bargaining unit members, as appropriate.

27.2 Said locker room facilities shall consist of, but not limited to, the following: lockers and showers.

27.3 An agent of the City shall have the right to inspect a bargaining unit member's locker space without permission of the bargaining unit member or proper authority of law. All reasonable attempts will be made to conduct the search in the presence of a bargaining unit representative. The City shall be financially responsible for reimbursing a bargaining unit member for loss or destruction of property by an Agent or employee of the City during said inspection, excluding the locking device if the bargaining unit member was given the opportunity to open said locker.

Article 28

Voting

28.1 During a primary, special or general election, a bargaining unit member who is registered to vote, who did not have the opportunity to vote during early voting, and whose hours do not allow sufficient off-duty time for voting, shall be allowed to use their annual leave or compensatory leave for this purpose. Where the polls are open two (2) hours before or after the regularly scheduled work period, it shall be considered sufficient time for voting.

Article 29

Wages

29.1 For Fiscal Year 2024-2025, all bargaining unit members shall receive a market pay adjustment in accordance with Appendix A, attached to this Agreement. All bargaining unit members shall be adjusted according to their completed years of service in their rank as of April 1st, 2025. Market pay adjustments shall be effective in the first full pay period in April 2025.

For Fiscal Years 2025-2026 and 2026-2027, all bargaining unit members shall receive a four percent (4%) pay adjustment. Pay adjustments shall be effective in the first full pay period in January 2026 and January 2027. The pay minimum and maximum listed in Appendix A shall increase by three percent (3%) each January during the term of this Agreement. The total increase for each bargaining unit member in Fiscal Years 2025-2026 and 2026-2027 shall be limited to a maximum of four percent (4%).

29.2 All bargaining unit members hired by the City shall be paid the minimum hourly rate for that classification. However, any bargaining unit member with prior sworn law enforcement service shall be increased two (2) percent for every three (3) years of prior service up to a maximum of four percent (4%) at the date of hire. To qualify for this increase, the bargaining unit member must have worked as a full-time sworn law enforcement officer in the United States within (1) year of employment with the City of Clermont.

29.3 All bargaining unit members not in a Sergeant classification and who have successfully completed the required Field Training Officer training shall be compensated an additional \$2.00 for all hours worked as a field training officer.

29.4 All bargaining unit members who are required by management to work in a higher classification due to a supervisor's absence shall be compensated an additional 5% for all hours worked in the higher classification.

29.5 Pay adjustments shall be calculated on the bargaining unit member's base pay.

29.6 Bargaining unit members that are assigned to the Criminal Investigations Division, shall be compensated 5%. The additional compensation shall only be paid to the bargaining unit member while he/she is assigned to the Criminal Investigations Division. If the bargaining unit member is reassigned for any reason out of the Criminal Investigations Division, he/she shall immediately forfeit earning the additional 5%.

Article 30

Holidays

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

First Day of January (New Year's Day)
Third Monday of January (Martin Luther King Day)
Last Monday in May (Memorial Day)
The Fourth of July
First Monday in September (Labor Day)
November 11th (Veterans' Day)
Fourth Thursday in November (Thanksgiving)
Fourth Friday in November
December 24th (Christmas Eve)
December 25th (Christmas Day)

30.2 Twelve (12) hour bargaining unit members shall observe the holiday on the actual holiday. When an official holiday falls on a Saturday, all other bargaining unit members shall observe the holiday on the Friday immediately preceding the holiday. When an official holiday falls on a Sunday, all other bargaining unit members shall observe the holiday on the first Monday after the holiday.

30.3 Holiday pay shall be paid in the following manner:

A. All employees who meet the holiday pay eligibility requirements outlined in this section shall be paid holiday pay equivalent to eight (8) hours at the employee's regular rate of pay. In the event that the observed holiday falls on a day that the employee is regularly scheduled to work a shift of more than eight (8) hours and does not work due to the observance of the holiday, the employee shall receive the remainder of the hours as holiday pay.

B. All bargaining unit members who are required to work on an official holiday and do not qualify for the overtime premium as noted in Article 8 of this Agreement shall be paid for all hours worked on the holiday at the rate of one and one-half (1.50) times the bargaining unit member's regular rate of pay. In addition, the bargaining unit member must meet the Holiday Pay eligibility requirements outlined in Article 30.3.C of this Agreement.

C. To be eligible for Holiday Pay, a bargaining unit member must meet the following requirements:

1. Must be a full-time employee

2. Must work on the scheduled days prior to and after the holiday, as well as the day of the holiday if scheduled, or the bargaining member must be in an approved pay status on the day prior to and the day after the holiday, if scheduled. Pay status shall include members on paid annual, sick, or comp time as well as leave due to workers' compensation and/or personal days.

D. A bargaining unit member who reports in on the scheduled work date prior to the holiday and was unable to complete his shift due to illness, injury or emergency, shall be considered to have worked that day. The same shall apply to the first scheduled day after the holiday.

Article 31 Promotions

31.1 Promotions shall be conducted as provided in the City's Employment Policies Manual and department's Standard Operating Procedures.

31.2 Bargaining unit members promoted to Sergeant shall receive a pay increase to either the pay scale minimum noted in Article 29.1 of this agreement or equivalent to five (5) percent, whichever is greater.

31.3 If the promoted bargaining unit member does not successfully complete the probationary period, the member shall be returned to the rank from which he/she was promoted. The member's rate of pay will be adjusted to that rate of pay prior to the promotion.

Article 32 Damage or Loss to Personal Property

32.1 The City shall reimburse a bargaining unit member for loss or damage to personal property specifically noted in this article in the performance of his duty, subject to the procedures and restrictions set forth in the following paragraphs. No reimbursement shall be made if loss or damage results from carelessness, negligence or misuse on the part of the bargaining unit member.

A. Lost or damaged corrective eyewear shall be reimbursed 100% of the cost of repair or replacement per bargaining unit member per incident. The maximum amount of reimbursement for the cost of repair or replacement of sunglasses, watches, wedding rings or medical identification bracelets shall be \$200 per bargaining unit member per incident. Other damaged items may be considered for reimbursement upon evaluation and approval of the Police Chief.

B. Report of the loss of or damage to personal property must be made within the shift in which the loss or damage occurs or within a maximum of 3 calendar days if mitigating circumstances such as an injury prevent the bargaining unit member from reporting at the time of loss. Such report must include an explanation of how, when, and under what circumstances the loss occurred, and provide the brand name, original cost, and age of the item for which reimbursement is requested. The bargaining unit member's supervisor is responsible for investigating and making a recommendation to the Police Chief concerning the claim.

C. To receive reimbursement, the bargaining unit members must provide a receipt for the replacement article and, if possible, the remains of the broken item.

Article 33

Pensions

33.1 The City agrees to continue providing pension benefits to bargaining unit members in accordance with the City of Clermont Police Officers Pension Plan in effect as approved by pension board and city council.

33.2 The Union agrees to allow the City to use 100% of all future Chapter 185 annual distributions up to the amount received in the 2012 calendar year (\$211,000) and 50% of any future annual amounts in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50% of any future annual amounts in excess of the 2012 calendar year distribution shall be credited to participant share accounts, with each participant's account receiving an equal share of the total amount allocated.

33.3 For Calendar Year 2026 and 2027 only, the City shall retain the entire Chapter 185 annual distribution. For Calendar Year 2025, the City shall retain 75% of the annual amount in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan.

33.4 Bargaining unit members shall continue to contribute five percent (5%) of their salary toward the normal pension cost of the Plan.

Article 34

Performance Evaluations

34.1 Newly hired bargaining unit members not in a Sergeant classification shall receive six (6), nine (9) and twelve (12) month performance evaluations based on their City employment anniversary date and then every April thereafter.

34.2 Bargaining unit members who have been transferred to another position covered by this agreement shall continue to receive performance evaluations based on the evaluation date in effect immediately prior to the transfer.

34.3 Bargaining unit members promoted to the Sergeant classification shall receive six (6) and twelve (12) month performance evaluations based on their date of promotion to Sergeant. In addition, promoted bargaining unit members will receive a twelve (12) month performance evaluation based on their City employment anniversary date and then April thereafter.

Article 35

Uniforms and Equipment

35.1 The City will provide uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties at no cost to the member. However, the bargaining unit member shall be responsible for any applicable clothing fringe benefit federal income taxes. The Police Chief shall determine the style of uniform worn by the members.

35.2 Any uniforms provided by the City which are damaged or destroyed while a member is acting in the performance of their duties, shall be replaced by the City within a reasonable period of time at no cost to the member.

35.3 Non-uniformed or plain clothes members shall receive an annual clothing allowance of \$500.00 payable in the second pay period in October of each year. Members permanently transferred from the uniform division to a unit where plain clothes are required dress shall receive a fiscal year prorated clothing allowance upon start of work in that unit. Temporary reassignment to a position not requiring plain clothes will not preclude the clothing allowance. The clothing allowance shall not be required to be paid back by any member should their position change for any reason.

35.4 The City shall provide shoes to all bargaining unit members on an annual basis, at no cost to the bargaining unit member. The Police Chief shall establish the type/style and maximum cost of shoe to be paid for by the City.

35.5 The City shall provide all equipment necessary to safely and effectively perform the duties and responsibilities of a sworn Police Officer at no cost to the member. The Police Chief shall determine what equipment is necessary.

35.6 When it is determined that a bargaining unit member is at fault for loss or damage to City issued equipment through a careless or intentional act, in addition to any other applicable disciplinary actions an assessment may be made in accordance with the following schedule:

A. If the loss/damage is the first occurrence within a two-year period, the percentage assessed shall be 50% of the cost of repair or replacement, not to exceed two-hundred fifty dollars (\$250.00).

B. If the loss/damage is the second or subsequent occurrence within a two year period, the percentage assessed shall be 100% of the cost of repair or replacement, not to exceed the city's insurance deductible or \$500 whichever is less.

Due to extenuating circumstances at the time of loss or damage, the member's supervisor may recommend to the Police Chief that the assessment be waived.

35.7 Upon termination of employment or transfer from the department, the bargaining unit member shall return all uniforms and equipment issued to him/her in like condition as when issued, with the exception of reasonable wear and tear.

Article 36

Modified Duty Assignment

36.1 If a bargaining unit member is temporarily unable to perform the essential functions of his/her job due to a non-work-related injury/illness, a written request for a modified duty assignment may be submitted. There shall be no modified duty status allowed a member unless, at the Police Chief's sole discretion and in collaboration with Human Resources and the City Manager, it is determined that a necessary modified duty work opportunity exists within the Police Department. In the event there is no modified duty work available in the Police Department; the City Manager may approve

modified duty status for work in other departments of the City.

36.2 If such an opportunity is available, the Police Chief shall inform the bargaining unit member in writing of any modified duty assignment(s) and the physical capabilities required for their performance.

36.3 Upon the request of the Police Chief, the bargaining unit member shall present this modified assignment information to the treating physician and obtain, at his/her expense, a written evaluation of the bargaining unit member's capacity to perform the essential functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the Chief. The Chief reserves the right to request a second opinion from a City-selected physician at the City's expense if any doubt exists concerning the member's current ability to perform the modified duties.

36.4 Any modified duty assignment shall be administered by the City in accordance with applicable law, including but not limited to the Americans with Disabilities Act. Modified duty may be ended at the will of the City at any time in accordance with applicable law and shall not be subject to the grievance/arbitration provisions of this Agreement.

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

36.6 In the event a bargaining unit member suffers an on-the-job illness or injury that is compensable under Workers' Compensation, he/she shall be given preference for a light duty assignment over a member suffering a non-work-related condition if there are insufficient necessary light duty work opportunities available. The process for obtaining and granting such an assignment shall be the same as noted above in Sections 36.1 - 36.4.

Article 37

Health and Safety

37.1 It is understood that smoking and other forms of tobacco use or vaping of any product is a known hazard to the health of employees, including members of the bargaining unit. In an effort to improve the health of bargaining unit members and to decrease the costs associated with treating tobacco related illnesses, bargaining unit members are required to adhere to the City's Smoking and Tobacco Use Policy in effect at the time unless otherwise stipulated in this Agreement.

37.2 All bargaining unit members shall be required to participate and complete an annual physical abilities test (PAT) as part of the physical requirements of the police officer duties. Time spent participating in the PAT will be considered time worked for purposes of overtime calculation in the work period in which the PAT was conducted. The annual PAT shall be conducted in accordance with departmental operating guidelines agreed upon by the Union and the City. Bargaining unit members shall be required to achieve a "passing" score or rating. The passing score for completion of the PAT is as follows:

Age	Passing Score
19 – 30	9:00
31 – 40	9:30
41 – 50	10:00
51 +	10:30

Bargaining unit members who do not achieve a “passing” score or rating on the PAT shall immediately be placed on modified duty status, if available, and given up to thirty (30) days to achieve the passing score based on the chart above. A member shall be returned to normal duties at any time during the thirty (30) day period if they complete the PAT in the required time. If at the conclusion of the thirty (30) days the member is unable to achieve the passing score or rating, the member will be placed on Administrative Leave without pay for another thirty (30) days. During this time, the member may use their accrued annual and/or compensatory leave. If at the conclusion of this, a member is unable to achieve a passing score or rating, the member will be subject to a non-disciplinary review which may include separation.

37.3 Bargaining unit members that complete the physical abilities evaluation on their first try within the predetermined time limit as designated by the Police Chief (in conjunction with the City Manager and Human Resources Director), shall receive one (1) Personal Day to be used within the current calendar year. The Personal Day cannot be carried forward to the next calendar year, must be taken in one day (no hourly increments), and shall be the equivalent to the number of hours worked by the employee in a normal shift.

Article 38 Indemnification

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

Article 39 Severability Clause

39.1 If any article or section of this Agreement should be held invalid by operations of law or by any tribunal of competent jurisdiction, or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby.

39.2 The parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 40
Publication of the Agreement

40.1 The Union shall be responsible for printing and distributing the necessary number of copies of this Agreement to the bargaining unit members.

40.2 The Union and the City agree to execute duplicate originals of this Agreement.

Article 41
Complete Agreement

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

Article 42
Duration

42.1 This Agreement shall be in full force and effect upon ratification by the bargaining unit members and approval by the City Council. Such ratification and approval shall be made immediately following finalization of this Agreement.

42.2 This Agreement shall continue in full force and effect until midnight of September 30, 2027.

42.3 The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

42.4 Upon expiration of this Agreement, the terms and conditions of employment of the bargaining unit members shall be governed by the status quo doctrine except that the pay increases outlined in Article 29 shall not be effective after the expiration of this Agreement. Pay increases after the expiration of this Agreement will be subject to negotiations.

42.5 Unless specifically stated herein, all changes shall be effective the beginning of the first pay period after contract approval.

IN WITNESS HEREOF, the parties have signed this AGREEMENT to be effective this _____ day of _____, 2025.

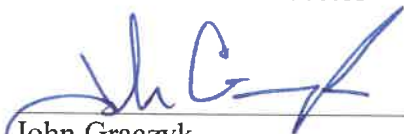
FOR THE CITY


Rick Van Wagner
Interim City Manager

2/14/25
Date


Nadine Ohlinger
Human Resources Director

2/14/25
Date


John Graczyk
Deputy Chief

FEBRUARY 12, 2025
Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.


George J. Corwine
Chief Negotiator
Florida Police Benevolent Association

February 5, 2025
Date


Ethan Bell
Clermont PD Sergeants' Representative

February 10, 2025
Date

THIS AGREEMENT APPROVED UPON ADOPTION BY THE CITY COUNCIL OF THE
CITY OF CLERMONT ON THE 8TH DAY OF APRIL, 2025.

TIM MURRY, MAYOR

ATTEST:

TRACY ACKROYD HOWE, MMC
CITY CLERK

Appendix A

Bargaining Unit Member Market Adjustment for FY 2024-2025

Appendix A

Completed Years in Rank										
Position	Base	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Officer	\$ 63,500	\$ 64,770	\$ 66,065	\$ 67,387	\$ 69,408	\$ 71,491	\$ 73,993	\$ 76,582	\$ 79,263	\$ 82,037
Position	10 Years									
Officer	\$ 86,139									
Position	Base Salary	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Sergeant	\$ 84,000	\$ 86,520	\$ 89,116	\$ 91,789	\$ 94,543	\$ 97,379	\$ 100,300	\$ 103,309	\$ 106,409	\$ 109,601



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 8, 2025		
Agenda Item Name		
Software Agreement <i>Microsoft 365</i>		
Requested Action		
Requesting approval of a Term Contract with CDW Government, LLC and Microsoft Enterprises to provide Microsoft 365 user accounts city-wide.		
Staff Report		
The Procurement Services Department and the Information Technology Department recommend approval of the proposed action. This agreement ensures continued compliance with software licensing requirements. The City of Clermont must maintain valid licenses for all software products in use. Additionally, as Microsoft Office products continue to evolve, the City's information technology infrastructure must remain current and compatible with modern business applications. It is recommended that the City Council approve and execute a fixed-unit price term contract with CDW Government, LLC., and Microsoft Enterprises to provide Microsoft 365 user accounts city-wide. The contract's initial term is three years, and the estimated annual contract value is \$111,628.50. The contract start date is April 9, 2025. Funding will be allocated from the General Fund, Account No. 10516-55219.		
Additional Analysis		
Fiscal Impact Summary		
This project was approved during the budget process and will be funded through the General Fund, Account No. 10516-55219.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$111,628.50	10516-55219 Software Renewal/Support	\$145,614
Exhibits Attached (copies of original agreements)		
1. City of Clermont - MS EA Quote - 3.12.2025 City of Clermont - MS EA Quote - 3.12.2025.pdf		



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote
for

City of Clermont

Date 3/12/25
Account Manager Loenidas Fronimos

VSL Specialist Brent Cameron
Channel Price Sheet Month Nov.

Unless otherwise noted, All Quotes expire upon current month's end

EA Quote
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	250	\$395.37	\$ 98,842.50	\$ 395.37	\$ 98,842.50	\$ 395.37	\$ 98,842.50
AAD-63092	M365 F3 Unified GCC Sub Per User	D	150	\$85.24	\$ 12,786.00	\$ 85.24	\$ 12,786.00	\$ 85.24	\$ 12,786.00

Year 1 Total \$ 111,628.50 Year 2 Total \$ 111,628.50 Year 3 Total \$ 111,628.50
Three Year Total \$ 334,885.50

Notes

No Tax Referenced

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, April 8, 2025			
Agenda Item Name			
Bid Award <i>Utility Billing Mailing and Printing Services</i>			
Requested Action			
Requesting approval to award a Term Contract to InfoSend, Inc. to provide all labor, materials, and equipment necessary to provide utility billing mailing and printing services.			
Staff Report			
The Procurement Services Department and the Finance Department recommend approval of the proposed action. The Procurement Services Department issued a Request for Bid No. 25-050 on January 27, 2025, to establish an annual term contract for utility billing, mailing, and printing services. The purpose of this solicitation was to secure a qualified vendor to provide materials, labor, and equipment necessary to print and mail utility bills to the City of Clermont customers. The solicitation was competitively bid, formally advertised, and fully complies with the City of Clermont's Procurement Policy and Procedures. A total of six responses were received. It is recommended that the City Council approve and execute a fixed-unit price term contract with InfoSend, Inc. to provide utility billing mailing and printing services. The initial term of the contract is three years, with the option for up to three additional one-year renewal periods at the City's discretion. The initial three (3) terms of the contract are valued at \$568,596.60, with an annual value of \$189,532.20. The contract start date will be August 1, 2025. Funding will be allocated to the same two expense accounts (Printing / Postage & Freight) from the Water Fund, Sewer Fund, Stormwater Fund, and Sanitation Fund, currently utilized for utility billing.			
Additional Analysis			
Recent history of utility billing costs:			
	<u>FYE 2022</u>	<u>FYE 2023</u>	<u>FYE 2024</u>
Postage	\$111,090	\$133,237	\$146,560
Printing	\$32,909	\$43,998	\$46,706
Total	\$143,999	\$177,235	\$193,266
Fiscal Impact Summary			
Staff anticipates a transition to the new vendor by August 1st. Based on current volume the estimated annual cost for the recommended contract is approximately 1.9% lower than the FYE 2024 total for the current vendor, and thus will be within the FYE 2025 budget amounts.			
Fiscal Impact	Fund Number and Description		Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	RFB 25-050 Evaluation Tabulation	RFB 25-050 Evaluation Tabulation.pdf	
2.	RFB 25-050 Notice of Intent to Award	RFB 25-050 Notice of Intent to Award.pdf	



EVALUATION TABULATION

RFB No. RFB 25-056

Utility Billing Mailing and Printing Services

RESPONSE DEADLINE: February 27, 2025 at 2:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
InfoSend, Inc	\$15,794.35
Moonlight BPO llc	\$16,074.00
Renkim	\$16,309.00
One2One Communications, LLC	\$17,577.50
Northeast II	\$18,435.00
360S2G	\$19,275.00

EVALUATION TABULATION
RFB No. RFB 25-056
Utility Billing Mailing and Printing Services

TABLE 1 (Table 1 of 2)

Selected	Line Item	Description	Quantity	Unit of Measure	360S2G		InfoSend, Inc		Moonlight BPO llc		Northeast II		One2One Communications, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Processing, printing, collating, folding, inserting, preparation and delivery of regular bills based on 4 billing cycle per month (ranging from 2,500 to 7,000 bills each cycle per month).	20000	EACH	\$0.34	\$6,800.00	\$0.1321	\$2,642.00	\$0.139	\$2,780.00	\$0.23	\$4,600.00	\$0.145	\$2,900.00
X	2	Second notice letter to customers per month (ranging from 500 to 3,000 bills each cycle).	3500	EACH	\$0.14	\$490.00	\$0.1321	\$462.35	\$0.139	\$486.50	\$0.26	\$910.00	\$0.165	\$577.50
	3	Cost of printing one additional insert per month with less than 48-hour notice (ranging from 2,500 to 7,000 each cycle) Black and White	20000	EACH	\$0.10	\$2,000.00	\$0.0672	\$1,344.00	\$0.03	\$600.00	\$0.052	\$1,040.00	\$0.045	\$900.00
	4	Cost of printing one additional insert per month with less than 48-hour notice (ranging from 2,500 to 7,000 each cycle) Color	20000	EACH	\$0.10	\$2,000.00	\$0.0747	\$1,494.00	\$0.05	\$1,000.00	\$0.052	\$1,040.00	\$0.045	\$900.00
X	5	Postage to be billed at cost per month.	23500	EACH	\$0.51	\$11,985.00	\$0.54	\$12,690.00	\$0.545	\$12,807.50	\$0.55	\$12,925.00	\$0.60	\$14,100.00
Total						\$19,275.00		\$15,794.35		\$16,074.00		\$18,435.00		\$17,577.50

EVALUATION TABULATION
RFB No. RFB 25-056
Utility Billing Mailing and Printing Services

TABLE 1 (Table 2 of 2)

Selected	Line Item	Description	Quantity	Unit of Measure	Renkim	
					Unit Cost	Total
X	1	Processing, printing, collating, folding, inserting, preparation and delivery of regular bills based on 4 billing cycle per month (ranging from 2,500 to 7,000 bills each cycle per month).	20000	EACH	\$0.111	\$2,220.00
X	2	Second notice letter to customers per month (ranging from 500 to 3,000 bills each cycle).	3500	EACH	\$0.111	\$388.50
	3	Cost of printing one additional insert per month with less than 48-hour notice (ranging from 2,500 to 7,000 each cycle) Black and White	20000	EACH	\$0.075	\$1,500.00
	4	Cost of printing one additional insert per month with less than 48-hour notice (ranging from 2,500 to 7,000 each cycle) Color	20000	EACH	\$0.095	\$1,900.00
X	5	Postage to be billed at cost per month.	23500	EACH	\$0.583	\$13,700.50
Total						\$16,309.00



NOTICE OF INTENT TO AWARD
RFB No. RFB 25-056
Utility Billing Mailing and Printing Services

RESPONSE DEADLINE: February 27, 2025 at 2:00 pm

Friday, March 28, 2025

After the careful and thorough review of all responses received to solicitation number RFB 25-056 titled Utility Billing Mailing and Printing Services, the City hereby issues this Award Recommendation to the following company:

InfoSend, Inc

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 8, 2025		
Agenda Item Name		
Grant Acceptance <i>Hazard Mitigation Grant Program</i>		
Requested Action		
Consider approval for acceptance of Hazard Mitigation Grant Program (HMGP) application for replacement of the emergency generator at Fire Station #3 . The federal share is \$87,952.50 and the City's share is \$29,317.50. Current appropriations will cover the city's expense.		
Staff Report		
The Fire Department is requesting approval to accept the award 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 award was announced on August 7, 2024, and the city recently received the grant packet for signature. The department is requesting approval to accept the award and proceed with replacing the generator at fire station #3. The project total is \$117,270 and is funded by the FY2025 Fire Department budget. The HMGP grant is a 75% federal share (\$87,952.50) and a 25% share for the city (\$29,317.50). The federal portion of the grant will be reimbursed upon closeout of the grant process. The department received an updated cost from the vendor for a project total of \$117,270.00 and will have no additional impact on the federal and/or city share.		
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. The generator is an appropriated project in the Fire Department's FY2025 budget in the amount of \$125,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$117,270	100 - General Fund	\$125,000
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	
4. Q-81307 City of Clermont - Fire Station #03 03-13-25	Q-81307 City of Clermont - Fire Station #03 03-13-25.pdf	
5. 4680-012-R - For Subrecipient Signature Highlighted unsigned	4680-012-R - For Subrecipient Signature Highlighted unsigned.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) (See FIRM legend for flood zone explanations) (A Zone must be identified)	
☐ 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
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***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)
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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	✓
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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.	
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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).	☒
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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,	☒
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	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.	☒
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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.	☒
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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		
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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



Quote Number		Quote Name		Quote Date	Expiration Date	Currency	
Q-81307		City of Clermont		03/13/25	06/13/25	USD	
Salesperson		Manufacturing Plant			Quote Entered by		Contact No.
Dustin Mook		HIPOWER			Dustin Mook		321-544-5575
Project:				Ship To (FOB Factory):			
Fire Station #03				Freight Included in Quote			
FSA23-EQU21.0: Heavy Equipment – Item #193							
Line No.	Qty	Part	Description	Unit Price	Extended Total		
000010	1	HRJW-190-T4F – Base Bid	150KW Rental Grade Generator - Main Line Circuit Breaker w/ Shunt Trip - Three (3) Position Selector Switch - 480V 3P/ 208V 3P/ 240V 1P - Receptacle/ Camlock Panel - Battery Charger - Block Heater - Remote Start Terminals - Engine Starting Battery - Voltage Adjustment Rheostat - Critical Grade Silencer - Two (2) Year/ 1500 Hour Warranty - Trailer - Freight to Site - Start Up and Onsite Training	\$114,400.00	\$114,400.00		
000020	1	HDI-180F	180KW, 208V, 3P, Diesel Generator - 800A, 80% Rated, TMA, MLCB - VAC Adjustment Rheostat - Non-Proprietary Generator Controller – DSE7410 - Gatewayless MODBUS Connectivity - Low Coolant Switch - Binary Output Expansion Module – 8 Dry Contacts - NFPA110 Compliance Package - w/ 10A Battery Charger w/ Meters - w/ 1500W, 120V, Engine Block Heater w/ Valves - w/ Remote, Surface Mount, 16 Light Annunciator - w/ EPO Switch – NEMA3R/ Break Glass – Shipped Loose - 12VDC Engine Starting Battery – GROUP 24F - Manual Set – Hard Copy - Two (2) Year Warranty 200MPH Wind Rated, 74 dBA Sound Attenuated, Aluminum Enclosure (142”L x 46”W x 60”H) 72 Hour, 1015 Actual/ 960 Usable Gallon, UL142, Subbase, Diesel Fuel Tank (192”L x 49”W x 40”H) - FDEP Compliance Package - w/ Five (5) gallon Spill Bucket – Steel - w/ Critical High Alarm - w/ Rupture Basin Switch - Fuel Level Sender - High/ Low Fuel Switch - NFPA30 Vent Extension - TANK SHIPPED UNDER VACUUM	\$0.00	\$0.00		

000030	1	Credit	Removal of the Following Items - Three (3) Position Selector Switch - 480V 3P/ 208V 3P/ 240V 1P - Receptacle/ Camlock Panel - Trailer	-\$21,130.00	-\$21,130.00
000040	1	Installation	Replacement of Existing 180KW Diesel Generator - Remove the existing 180KW generator. - Install new 180 generator on existing concrete pad. - Replace existing annunciator with new annunciator. - Pull new cables from new annunciator to generator.	\$26,000.00	\$20,000.00
000050	1	Start-Up	Start-Up and Commissioning	\$0.00	\$0.00
000060	1	Load Bank Test	Two (2) Hour, NFPA110, Load Bank Test	\$4,000.00	\$4,000.00
000070	1	TOTAL	DOES NOT INCLUDE TAX IF APPLICABLE	\$123,270.00	\$117,270.00

EXCLUSIONS & CLARIFICATIONS:

- Fuel removal of existing generator is the responsibility of the City of Clermont.
- New fuel for generator is the responsibility of the City of Clermont.
- Existing generator can be loaded on city provided trailer at time of replacement free of charge.
- Existing conductors will be reused if no defects are found.
- 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.

LEAD TIMES:
GENERATOR: 12- 18 WEEKS*

<u>Model</u>	<u>Engine Manufacturer</u>	<u>Frequency / Speed (RPM)</u>	<u>Ambient (Min/Max)</u>
HDI-80F	FPT - Iveco	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	N45TM2X	24	1000 Ft
<u>Genset Agency Approval</u>	<u>Engine HP</u>	<u>Fuel Type</u>	<u>Enclosure / Mount Method</u>
UL2200	131	Diesel	Aluminum Enclosed
<u>Output Rating (kw/kva)</u>	<u>Full Load Amps – (240)</u>	<u>Voltage (L-L/L-N) - Connection</u>	<u>Phase / Power Factor</u>
83KW/ 104KVA	250	240/ 120	Three/ 0.8

ALTERNATOR

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

ENGINE

Engine Governor Type: Mechanical
Coolant Radiator: Unit Mounted
Coolant Heater: N/A
Battery: 1 x GROUP 24F

CONTROL

Genset Controller: Non-Proprietary – DSE7410 Digital Controller – Gatewayless MODBUS Connectivity
Controller Low Coolant Level: Yes

ENCLOSURE

Enclosure Option: Aluminum – 200 MPH Rated – Sound Attenuated – 71 dBA
Integrated Vibro Mounts: Elastomer

EXHAUST

Exhaust Mounting Method: Internally Mounted – Critical Grade

POWER CONNECTION

Circuit Breaker: #1
Circuit Breaker Amp: 250A
Circuit Breaker Volt Frame: 240V
Circuit Breaker Pole: 3 Pole
Circuit Breaker Mount Loc.: Unit Mounted

Product Manuals

Copies of Operating Manual: 1 – Hard Copy

WARRANTY

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



Whether you need better maintenance on your current emergency generator or a new diesel generator for your upcoming project, we are the backup power specialists.

With the largest network of service technicians strategically placed across our service regions, you will always have someone able to be on site for your power needs.

EMERGENCY POWER SYSTEM MAINTENANCE, REPAIR & RENTAL

- Regular maintenance, load banking, fuel polishing, testing and services
- Minor repairs to major overhauls
- Rental generators from 20kW to 2,000kW delivered, connected, and maintained

EMERGENCY SERVICE

- Flexibility to shift our technicians between regions to respond to natural disasters
- 110+ technicians across our service area
- 24/7/365 emergency response in 2 hours

NON-PROPRIETARY CONTROLS UPGRADE

- You determine your service provider, not the OEM software
- Remote monitoring to respond to faults before they impact operations
- Predictive Maintenance to identify and respond to early signs of potential system failures

GENERATOR UPGRADES

- Emissions system upgrades to meet current standards
- Bi-fuel upgrade to reduce emissions and diesel refueling during outages

NEW EQUIPMENT SALES AND INSTALLATIONS

- Multiple OEMs to ensure the best cost, performance, and lead time for your application
- Tier 4 Final emissions systems

EXTENSIVE GEOGRAPHIC COVERAGE

- Maintenance, repair, and emergency service through GenServe's branch network and affiliate partners

AUTOMATED SWITCHGEAR UPGRADES

- Improved safety – eliminate manual handling of high voltage equipment
- Flexible power application to get greater benefit from smaller generators
- Opportunity to profit from peak shaving during high demand periods

CONSULTATIVE SERVICES

- NFPA compliance and Joint Commission reporting
- Emissions recording



CONTACT US TODAY: GENSERVEINC.COM

SERVICE, SALES, RENTALS

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Clermont
PROJECT #:	4680-012-R
PROJECT TITLE:	City of Clermont, Fire Station 3, Generator
CONTRACT #:	H1116
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Rick Casler Assistant Chief of Administration 439 West Highway 50 Clermont, Florida 34711

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

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

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4572 or email me at Jazmine.Martinez@em.myflorida.com.

Agreement Number: H1116

Project Number: 4680-012-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

Sub-Recipient's name:	<u>City of Clermont</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>TX36XEEDA7QZ3 / 59-6000290</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4680-FL</u>
Federal Award Date:	<u>August 7, 2024</u>
Subaward Period of Performance Start and End Date:	<u>August 7, 2024 - August 31, 2027</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$87,952.50</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$87,952.50</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$87,952.50</u>
Federal award project description (see FFATA):	<u>Generator</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Jazmine.Martinez@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

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

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

Jazmine Martinez
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4572
Email: Jazmine.Martinez@em.myflorida.com

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

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

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

Rick Casler
Assistant Chief of Administration
439 West Highway 50
Clermont, Florida 34711
Telephone: 352-241-2217
Email: rcasler@clermontfl.org

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on August 7, 2024 and shall end on August 31, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$87,952.50**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.
- h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:
 - i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

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

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

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

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

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

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

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

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

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

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

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

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

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

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

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

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

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

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

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

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

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

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

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

(13) MONITORING

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

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

(14) LIABILITY

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

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

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

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

(16) REMEDIES

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

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

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

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

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

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

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

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

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

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

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;

- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
 - vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary action during the procurement process; or,
 - ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.
- i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.
- j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").
- k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:
- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
 - ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.
- l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

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

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

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

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

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

(22) MANDATED CONDITIONS

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

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

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

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

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

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

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

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

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

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

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

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

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

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

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

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

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

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

(30) SUSPENSION AND DEBARMENT

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

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

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

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

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

(33) ASSURANCES

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

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

SUB-RECIPIENT: CITY OF CLERMONT

By: _____

Name and Title: Tim Mosey, Mayor

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

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

Federal Program

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

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

Award amount: **\$87,952.50**

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

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

Federal Program:

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

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to Fire Station 3, in Clermont, Lake County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4680-012-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

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

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to Fire Station 3, located at 2155 Legends Way, Clermont, Florida 34711.

The HMGP project shall provide protection by purchasing and installing one permanent generator with 180 kW capacity or the adequate size determined by the vendor and/or an electrical engineer during the bid process, to appropriately support this station. The existing backup generator has been in service for sixteen (16) years and is no longer reliable in power outages; it will be at the end of its useful life by the time this project is in closeout. The project includes removing the existing generator and installing the new, higher capacity generator with its supply diesel tank and electrical connections. The project shall decrease the risk of electrical power loss to the fire station and shall allow the city to maintain their emergency response capabilities during future power outages.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Station	Location	kW	Coordinates
1)	Fire Station #3	2155 Legends Way, Clermont, Florida 34711	180	(28.547930, -81.715788)

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Signed and Sealed copy of the As-built plans, as applicable.
- e) Certified Letter of Completion, as applicable:

1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Verification letter or documentation showing unusable equipment, debris, materials, petroleum products, hazardous materials, and toxic wastes were handled, managed, and disposed of in accordance with local, state, and federal requirements, to include where such materials and equipment were disposed of.
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

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

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual

increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

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

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

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

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

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

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

B) Deliverables:

Mitigation Activities consist of providing protection to Fire Station 3 in Clermont, Florida, by removing the existing generator and purchasing and installing a new, 180 kW capacity permanent generator along with its supply diesel tank and electrical connections.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply

with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

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

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, the Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special Condition required on implementation of project:
 - a) RCRA CONDITION: Unusable equipment, debris, and material shall be disposed in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, the Sub-Recipient shall handle, manage and dispose of petroleum products, hazardous materials, and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state, and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of Condition:** Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) **Monitoring Required: No**

This is FEMA project number **4680-012-R**. It is funded under HMGP, FEMA-4680-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4680.

FEMA awarded this project on August 07, 2024; and the Period of Performance for this project shall end on **August 31, 2027**.

F) FINANCIAL CONSEQUENCES:

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

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

SCHEDULE OF WORK

State Contracting:	6 Months
Construction Plan/Technical Specifications:	3 Months
Bidding / Local Procurement:	3 Months
Permitting:	3 Months
Construction / Installation:	12 Months
Local Inspections / Compliance:	3 Months
State Final Inspection / Compliance:	3 Months
Closeout Compliance:	3 Months
Total Period of Performance:	36 Months

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$81,995.00	\$61,496.25	\$20,498.75
Labor:	\$35,275.00	\$26,456.25	\$8,818.75
Fees:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$117,270.00	\$87,952.50	\$29,317.50
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$117,270.00	\$87,952.50	\$29,317.50

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

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

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

Funding Summary Totals

Federal Share:	\$87,952.50	(75.00%)
Non-Federal Share:	\$29,317.50	(25.00%)
Total Project Cost:	\$117,270.00	(100.00%)

Attachment B
Program Statutes and Regulations

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

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Program and Policy Guide, 2023;
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

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

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

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

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

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

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

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

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

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

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

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

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

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

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

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

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

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

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

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

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

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

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

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

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

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

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Clermont

REMIT ADDRESS: 439 West Highway 50

CITY: Clermont STATE: Florida ZIP CODE: 34711

PROJECT TYPE: Generator PROJECT #: 4680-012-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1116

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

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

Invoice Period: _____ through _____ Payment No: _____

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

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$

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

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

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

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

SUB-RECIPIENT: City of Clermont PAYMENT #: _____
PROJECT TYPE: Generator PROJECT #: 4680-012-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1116

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

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

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

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

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF CLERMONT

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

☐ **ADVANCE REQUESTED**

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

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

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

ESTIMATED EXPENSES

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

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

Attachment F
QUARTERLY REPORT FORM

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

SUB-RECIPIENT: City of Clermont PROJECT #: 4680-012-R
PROJECT TYPE: Generator CONTRACT #: H1116
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

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

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

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

Percentage of Milestones completed to Date: _____%

Describe **Activities - Milestones completed this quarter only:**

Schedule of the Milestones-Activities:

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

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

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

Cost / Financial **Comments:**

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

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

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

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activities completed per PM Review QR Milestones Spreadsheet: _____%
Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

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

Procurements

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

Business Hours

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

Licensing and Permitting

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

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

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

SUBCONTRACTOR

By: _____

Signature

Dustin Mook, Sales Manager

Name and Title

345 West Drive, Unit #5

Street Address

Melbourne FL 32904

City, State, Zip

Date

City of Clermont

Sub-Recipient's Name

H1116

DEM Contract Number

4680-012-R

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

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

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

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

ORGANIZATION AND PROJECT INFORMATION

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

PROJECT #: 4680-012-R
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$ 87,952.50
OBLIGATION/ACTION DATE: August 7, 2024
SUBAWARD DATE (if applicable): _____
UEID/SAM#: TX36XEEDA7QZ3

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

BUSINESS NAME: _____
 DBA NAME (IF APPLICABLE): _____
 PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
 ADDRESS LINE 1: _____
 ADDRESS LINE 2: _____
 ADDRESS LINE 3: _____
 CITY _____ STATE _____ ZIP CODE+4** _____
 PARENT COMPANY UEID/SAM# (if applicable): _____
 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____
 DESCRIPTION OF PROJECT (Up to 4000 Characters)

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to Fire Station 3, located at 2155 Legends Way, Clermont, Florida 34711.

The HMGP project shall provide protection by purchasing and installing one permanent generator with 180 kW capacity or the adequate size determined by the vendor and/or an electrical engineer during the bid process, to appropriately support this station. The existing backup generator has been in service for sixteen (16) years and is no longer reliable in power outages; it will be at the end of its useful life by the time this project is in closeout. The project includes removing the existing generator and installing the new higher capacity generator with its supply diesel tank and electrical connections. The project shall decrease the risk of electrical power loss to the fire station and shall allow the city to maintain their emergency response capabilities during future power outages.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Station	Location	kW	Coordinates
1)	Fire Station #3	2155 Legends Way, Clermont, Florida 34711	180	(28.547930, -81.715788)

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

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

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

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

Yes ☐ No ☒

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

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

Yes ☐ No ☐

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

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

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

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

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment K

Certification Regarding Lobbying

Check the appropriate box:



This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.



This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment L

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
 - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?

Yes ☐ No ☒

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

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:	Mayor	
Date:		

ATTACHMENT M

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: <u>Genseve LLC</u>		
Vendor FEIN: <u>11-3041060</u>		
Vendor's Authorized Representative Name and Title: <u>Dustin Mook, Sales Manager</u>		
Address: <u>345 West Dade Unit #5</u>		
City: <u>Melbourne</u>	State: <u>FL</u>	Zip: <u>32904</u>
Phone Number: <u>954-440-3176</u>		
Email Address: <u>dmook@genseveinc.com</u>		
Certified By: _____		
AUTHORIZED SIGNATURE		
Print Name and Title: _____		
Date: _____		

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 8, 2025		
Agenda Item Name		
Interlocal Agreement with Lake County		
Requested Action		
Lake County is requesting approval of an interlocal agreement granting Lake County a drainage/detention easement on a City-owned parcel located on Hancock Road for the expansion of Hartwood Marsh Road.		
Staff Report		
Lake County is requesting approval of an interlocal agreement with the City of Clermont. This agreement will provide a drainage easement on a parcel owned by the City of Clermont (Alternate Key No. 3949359, former location of a new Fire Station). The drainage/detention easement will serve to provide stormwater conveyance to a new stormwater pond being constructed by Lake County to the east of the city-owned parcel. The stormwater pond construction is necessary for the reconstruction and widening of Hartwood Marsh Road and a portion of Hancock Road, which is a Lake County project scheduled to begin in 2026 or 2027. The pond will serve as the retention area for stormwater runoff from the roadways. Per the agreement, the City of Clermont would be responsible for 29% of the cost of constructing the pond. The current estimated construction cost of the stormwater pond is \$150,000. At this cost of construction, the City's portion would be \$43,500. By doing this, it gives the city access to the pond for storage of stormwater from the city-owned parcel. Per the agreement, should the City choose not to build the proposed Fire Station and sell the parcel, a new owner would have the use of the stormwater pond for detention for whatever structure is built. The calculations for sizing the stormwater pond include the city parcel, so no additional work related to stormwater storage on the city-owned parcel needs to be completed.		
Additional Analysis		
Fiscal Impact Summary		
The estimated \$43,500 commitment is towards the project in a future budget year. The project will be eligible for use of funds from the Stormwater Fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. INTERLOCAL AGREEMENT LAKE COUNTY	INTERLOCAL AGREEMENT LAKE COUNTY.pdf	

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, (the “County”), and the **CITY OF CLERMONT**, a municipal corporation organized under the laws of the state of Florida (hereafter “City” and together with the County, the “Parties”) with a principal address of 685 West Montrose Street Clermont, FL 34711.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, City owns approximately 3.29 acres of real property in Lake County, Florida in the Clermont area, consisting of a parcel located on Hancock Road (Alternate Key No. 3949359) said property being more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein (the “City Property”); and

WHEREAS, the City is planning to construct a Fire Station on the 3.29-acre parcel; and

WHEREAS, the County is planning to construct a stormwater pond on the adjacent 2.97 acres (the “Pond”) as described in **Exhibit B**, attached hereto and incorporated by reference herein; and

WHEREAS, the City is providing an approximate 9,990-square-foot Drainage Easement to the County for the placement of a stormwater pipe system as described in **Exhibit C**, attached hereto and incorporated by reference herein; and

WHEREAS, the City desires to utilize a portion of the Pond for drainage and retention for the City Property; and

WHEREAS, the County agrees to allow the City to utilize a portion of the Pond for drainage and retention subject to the terms and conditions described herein; and,

NOW, THEREFORE, the County and the City hereby agree as follows:

Section 1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and the Clermont City Council and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Section 2. Stormwater Retention.

1. County agrees to the following:

 a. County will be responsible for designing and constructing the Pond and related conveyance system.

b. County agrees to grant a drainage and grading easement over the Pond to the City.

c. County agrees to cooperate with the appropriate governmental agencies to allow the City to co-use the Pond.

d. In the event the County begins construction of the Pond prior to the City beginning construction of the fire station, then the following will occur:

- i. County will construct the Pond as part of the Hancock Road Extension Project.
- ii. County will construct the stormwater pipe from Hancock Road to the Pond.
- iii. City will pay the County Twenty Nine Percent (29%) of the cost to excavate the Pond.
- iv. County will place the excavated dirt on the First Baptist Church of Clermont (the “Church”) property, unless a separate written agreement is entered into between the County and the Church.
- v. County agrees to permit City to connect into the County’s stormwater pipe in the drainage easement if needed; however, this connection work will be at City’s sole cost.

2. City agrees to the following:

a. City will be responsible for extraordinary maintenance or repair caused by the City or its agents’ actions and/or construction of the fire station, such as sediment from Fire Station outfall pipe, damage to Fire Station outfall pipe or mitered end section, and/or erosion at the Fire Station outfall pipe, to the Pond. The County has a separate agreement stating that the Church will provide regular maintenance to the Pond and the area surrounding the Pond.

b. City agrees to grant a twenty (20) foot drainage easement to the County for the placement of stormwater pipes, in a form acceptable to the County, no later than 90 days from the date of this Agreement.

c. City will grant a right of access over its property in a form acceptable to the County and the City for the purpose of design and construction of the Pond and stormwater conveyance system.

d. If the event the City begins construction of the Fire Station prior to the County beginning construction of the Pond, then the following will occur:

- i. The County will provide all necessary design and construction documents for the Stormwater Pipe from Hancock Road to the Pond and the Pond that is needed for the City’s Fire Station and Hancock

Road/Hartwood Marsh Road Project to the City no less than 30 days prior to the City putting the Fire Station out to bid so that the City can bid construction of the Pond along with the construction of the Fire Station. City will cooperate with County and provide notice of its anticipated solicitation dates to facilitate compliance with this paragraph.

- ii. City will construct the Pond and Stormwater Pipe from Hancock Road to the Pond as part of Fire Station Construction.
- iii. County will pay the City Seventy One Percent (71%) of the City's cost to construct the Pond. County will pay the City One Hundred Percent (100%) of the City's cost to install the stormwater pipe from Hancock Road to the Pond.
- iv. The City will install the stormwater pipe from Hancock Road to the Pond in the easement granted to the County by the City.
- v. The City shall not be responsible for any maintenance or upkeep of the pond on County property.
- vi. As the excavated material is already obligated to the Church, the City may not use any of the excavated material without written consent from both the Church and the County.

3. County and City agree as follows:

- a. To allow the Church to utilize the storm drainage pipe along Hancock Road to convey Church stormwater runoff to the new Pond.
- b. To allow the Church to utilize the area surrounding the Pond for Church recreational purposes.
- c. To allow the Church to expand the Pond at the Church's expense, if needed for future development of the Church Property.

Section 3. Term and Nature of Agreement. County and City and/or its successors or assigns shall take such actions as are necessary to effectuate the intent of this Agreement.

Section 4. Compliance with Laws and Regulation. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

Section 5. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a party at the address set forth

below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

City :

City Manager
685 W. Montrose St.
3rd floor
Clermont, FL 34711

County:

Lake County, Florida
Attn: County Manager
P.O. Box 7800
Tavares, Florida 32778

With copy to:

Lake County Department of Public Works
Attn: Public Works Director
P.O. Box 7800
Tavares, Florida 32778

Lake County, Florida
Attn: Melanie Marsh, County Attorney
P.O. Box 7800
Tavares, FL 32778

Section 6. Counterparts. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 7. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

Section 8. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 9. Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

Section 10. Construction of Agreement. This Agreement shall not be construed against either party as the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement.

Section 11. Records and Audits. City shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the City's place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the County upon five (5) business days prior written notice.

Section 12. Breach. In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

Section 13. Amendment. This Agreement may only be amended by an instrument in writing executed by the Parties hereto or their successors in interest.

Section 14. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

Section 15. Assignment. This Agreement and all the rights, obligations and responsibilities hereunder, shall be assignable in whole or in part by City without prior approval of County. In the event City assigns all or a portion of this Agreement, the City will provide the County with written notice. It is understood and agreed by the Parties that upon a complete assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

Section 16. Successors and Assigns. This Agreement binds the Parties and inures to the benefit of the Parties and each Party's respective successors and assigns.

Section 17. Disclaimer of Third-Party Beneficiaries. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the City or the County.

Section 18. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this Agreement, venue shall be in a court of competent jurisdiction in and for Lake County, Florida, and each Party shall be responsible for its own attorneys' fees and costs.

Section 19. Land Use Approvals. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Development Projects, nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

Section 20. Indemnity. City, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the County, its officers, commissioners, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities,

INTERLOCAL AGREEMENT – CITY OF CLERMONT; FIRE STATION EASEMENT

damages, cost and expenses (including attorneys' fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to roadway construction and improvements provided under this Agreement by the City, its agents or employees, or any contractor employed by the City, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the County, or claims, asserted by third-party property owners for damages arising from the performance of the obligations contained in this Agreement.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the date and year below written: County, through its Board of County Commissioners, signing by and through its Chairman, and City, through its/their duly authorized representatives.

CITY

CITY OF CLERMONT

Tim Murry, Mayor

This ____ day of _____, 2025

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh
City Attorney

COUNTY

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

Leslie Campione, Chairman

This ____ day of _____, 2025.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney

Exhibit A
City Property



Exhibit B

County Pond Location Legal Description

PROJECT: HARTWOOD MARSH ROAD
 OWNER: FIRST BAPTIST CHURCH OF CLERMONT INC
 PARCEL NO.: 10-23-26-0003-000-00500
 ALTERNATE KEY: 1593905

SKETCH OF DESCRIPTION

POND PARCEL

PC = POINT OF CURVATURE
 PCC = POINT OF COMPOUND CURVATURE
 PG. = PAGE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 PRC = POINT OF REVERSE CURVATURE
 PT = POINT OF TANGENCY
 R = RANGE
 R/W = RIGHT-OF-WAY
 SEC. = SECTION
 T = TOWNSHIP

LEGEND: Δ = DESCRIPTIVE POINT
 C# = CURVE NUMBER (SEE CURVE TABLE)
 DB = DEED BOOK
 DWG. = DRAWING
 L# = LINE NUMBER (SEE LINE TABLE)
 F.B. = FIELD BOOK
 ORB = OFFICIAL RECORDS BOOK
 PB = PLAT BOOK

DESCRIPTION:

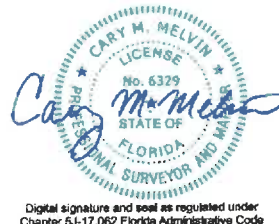
A PARCEL OF LAND LYING IN A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 89°16'44" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, FOR A DISTANCE OF 40.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HANCOCK ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 5398, PAGE 2172 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALSO BEING THE NORTHWEST CORNER OF REGENCY HILLS PHASE 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 49, PAGES 57 THROUGH 61, SAID PUBLIC RECORDS; THENCE RUN NORTH 00°23'13" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 250.00 FEET TO A POINT ON A LINE 250.00 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN SOUTH 89°16'44" EAST ALONG SAID LINE FOR A DISTANCE OF 250.00 FEET; THENCE RUN SOUTH 47°28'07" EAST, FOR A DISTANCE OF 75.00 FEET TO A POINT ON A LINE 200.00 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 89°16'44" EAST ALONG SAID LINE FOR A DISTANCE OF 341.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE SOUTH 89°16'44" EAST, FOR A DISTANCE OF 646.02 FEET TO THE EAST LINE OF AFORESAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 ALSO BEING THE WEST LINE OF REGENCY HILLS PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 49, PAGES 51 THROUGH 56. AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 00°37'24" WEST ALONG SAID EAST AND WEST LINE, FOR A DISTANCE OF 200.00 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALSO BEING THE NORTHEAST CORNER OF LOT 65, SAID PLAT OF REGENCY HILLS PHASE 2; THENCE RUN NORTH 89°16'44" WEST ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH LINE OF SAID REGENCY HILLS PHASE 2 AND THE NORTH LINE OF AFORESAID REGENCY HILLS PHASE 3 FOR A DISTANCE OF 646.02 FEET; THENCE DEPARTING SAID SOUTH AND NORTH LINE, RUN NORTH 00°37'24" EAST FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 129,203 SQUARE FEET (2.97 ACRES), MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, WITH THE BEARING OF S89°16'44" E.
2. THIS "SKETCH OF DESCRIPTION" WAS PERFORMED WITHOUT THE BENEFIT OF A LEGAL OPINION OF TITLE WHICH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL(S) AS SHOWN HEREON.
3. I HEREBY CERTIFY THAT THE "SKETCH AND DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
4. THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ORIGINAL DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. CHAPTER 5J-17 050-052, FLORIDA ADMINISTRATIVE CODE REQUIRES THAT A LEGAL DESCRIPTION DRAWING BEAR THE NOTATION THAT: THIS IS NOT A SURVEY.



Digital signature and seal as regulated under Chapter 5J-17.062 Florida Administrative Code

CARY M. MELVIN, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. 6329

SEC. 10-T235-R26E

SEE PAGE 2 & 3
FOR SKETCH

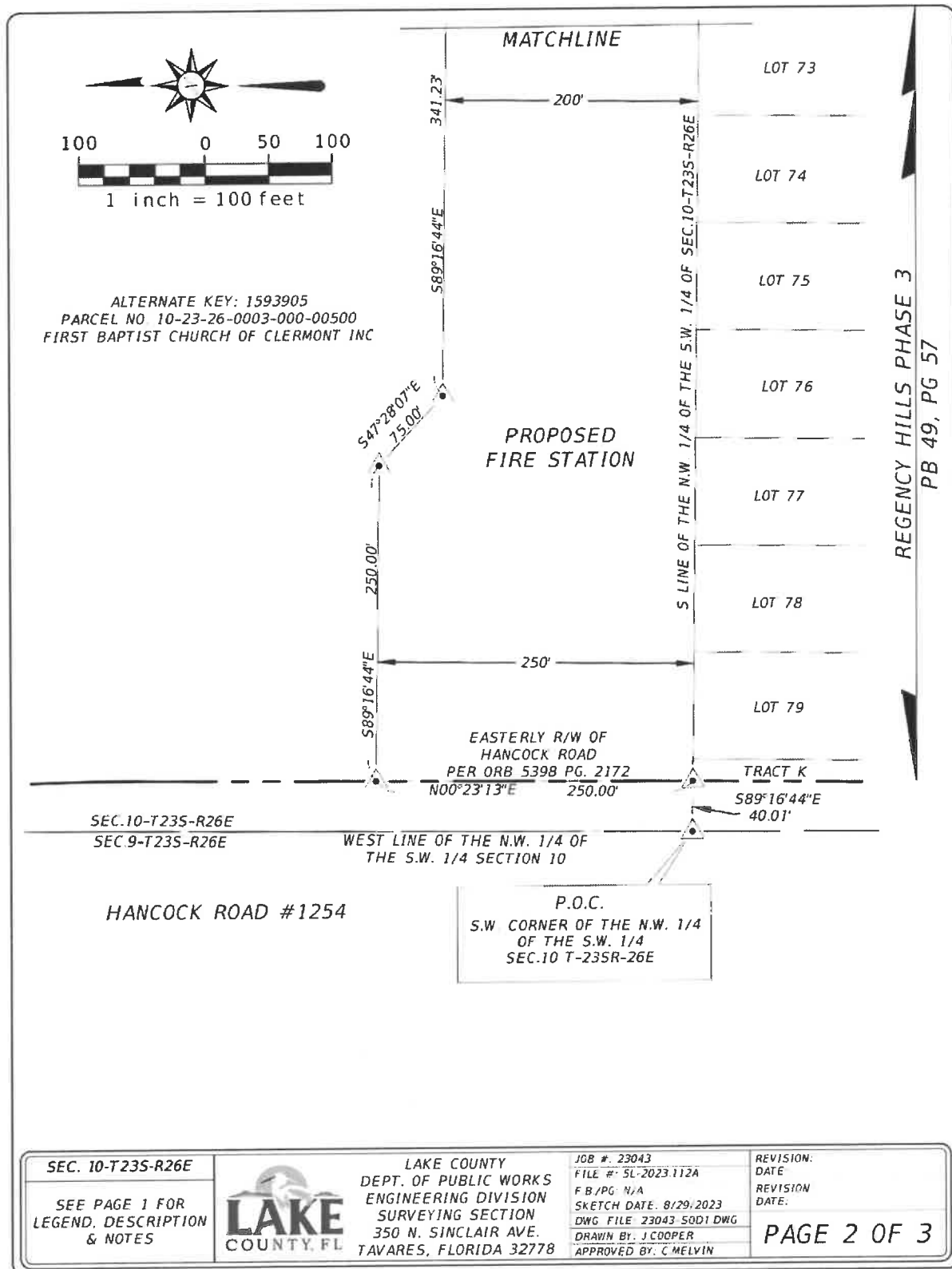


LAKE COUNTY
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 SURVEYING SECTION
 350 N. SINCLAIR AVE
 TAVARES, FLORIDA 32778

JOB #: 23043
 FILE #: 5L 2023.112A
 F.B./PG: N/A
 SKETCH DATE: 8/29/2023
 DWG. FILE: 23043 SDD1.DWG
 DRAWN BY: J.COOPER
 APPROVED BY: C.MELVIN

REVISION:
 DATE:
 REVISION:
 DATE:

PAGE 1 OF 3



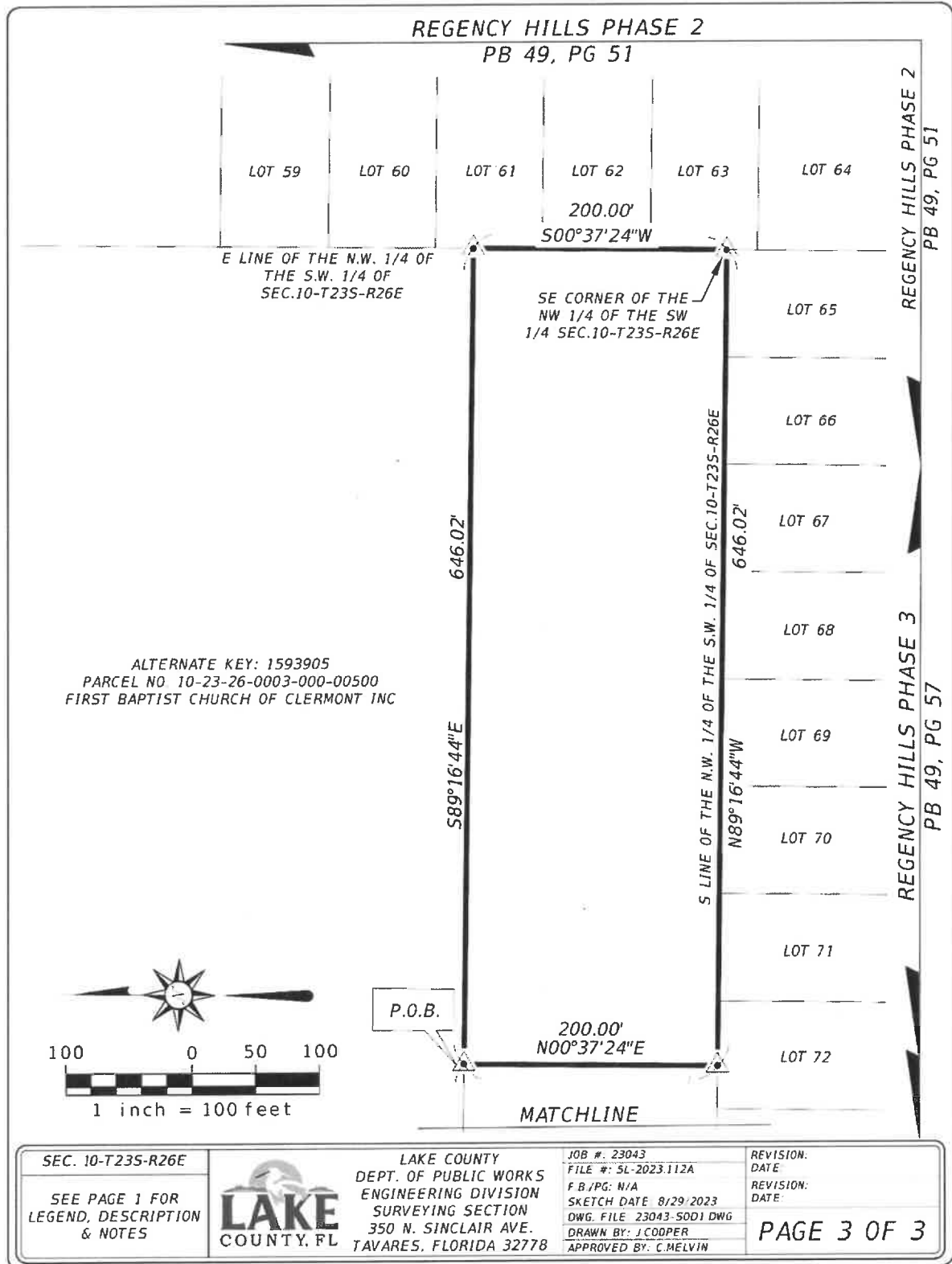


Exhibit C
Drainage Easement from City to County

PROJECT: HARTWOOD MARSH ROAD
OWNER: CITY OF CLERMONT
PARCEL NO.: PENDING
ALTERNATE KEY: PENDING

SKETCH OF DESCRIPTION

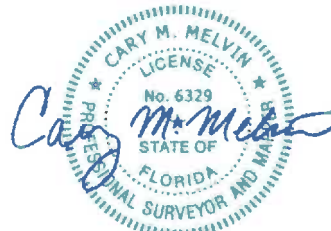
DRAINAGE EASEMENT PARCEL

LEGEND:

△ = DESCRIPTIVE POINT	PCC = POINT OF COMPOUND CURVATURE
C# = CURVE NUMBER (SEE CURVE TABLE)	PG. = PAGE
DB = DEED BOOK	P.O.B. = POINT OF BEGINNING
DWG. = DRAWING	P.O.C. = POINT OF COMMENCEMENT
L# = LINE NUMBER (SEE LINE TABLE)	PRC = POINT OF REVERSE CURVATURE
F.B. = FIELD BOOK	PT = POINT OF TANGENCY
ORB = OFFICIAL RECORDS BOOK	R = RANGE
PB = PLAT BOOK	R/W = RIGHT-OF-WAY
PC = POINT OF CURVATURE	SEC. = SECTION
	T = TOWNSHIP

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST BOUNDARY OF THE SW 1/4 SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, WITH THE BEARING OF 500°25'18" W.
2. THIS "SKETCH OF DESCRIPTION" WAS PERFORMED WITHOUT THE BENEFIT OF A LEGAL OPINION OF TITLE WHICH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL(S) AS SHOWN HEREON.
3. I HEREBY CERTIFY THAT THE "SKETCH AND DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
4. THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ORIGINAL DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE REQUIRES THAT A LEGAL DESCRIPTION DRAWING BEAR THE NOTATION THAT: THIS IS NOT A SURVEY.



Digital signature and seal as regulated under
Chapter 5J-17.062 Florida Administrative Code

CARY M. MELVIN, FLORIDA PROFESSIONAL
SURVEYOR AND MAPPER LICENSE NO. 6329

SEC. 10-T235-R26E

SEE PAGE 2 FOR
DESCRIPTION AND
PAGE 3 FOR
SKETCH



LAKE COUNTY
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
SURVEYING SECTION
350 N. SINCLAIR AVE.
TAVARES, FLORIDA 32718

JOB #: 23043
FILE #: 5L 2023.1120
F.B./PG: N/A
SKETCH DATE: 1/17/2024
DWG. FILE: 23043-S004_R2.DWG
DRAWN BY: J.COOPER
APPROVED BY: C.MELVIN

REVISION:
DATE:
REVISION:
DATE:

PAGE 1 OF 3

DESCRIPTION:

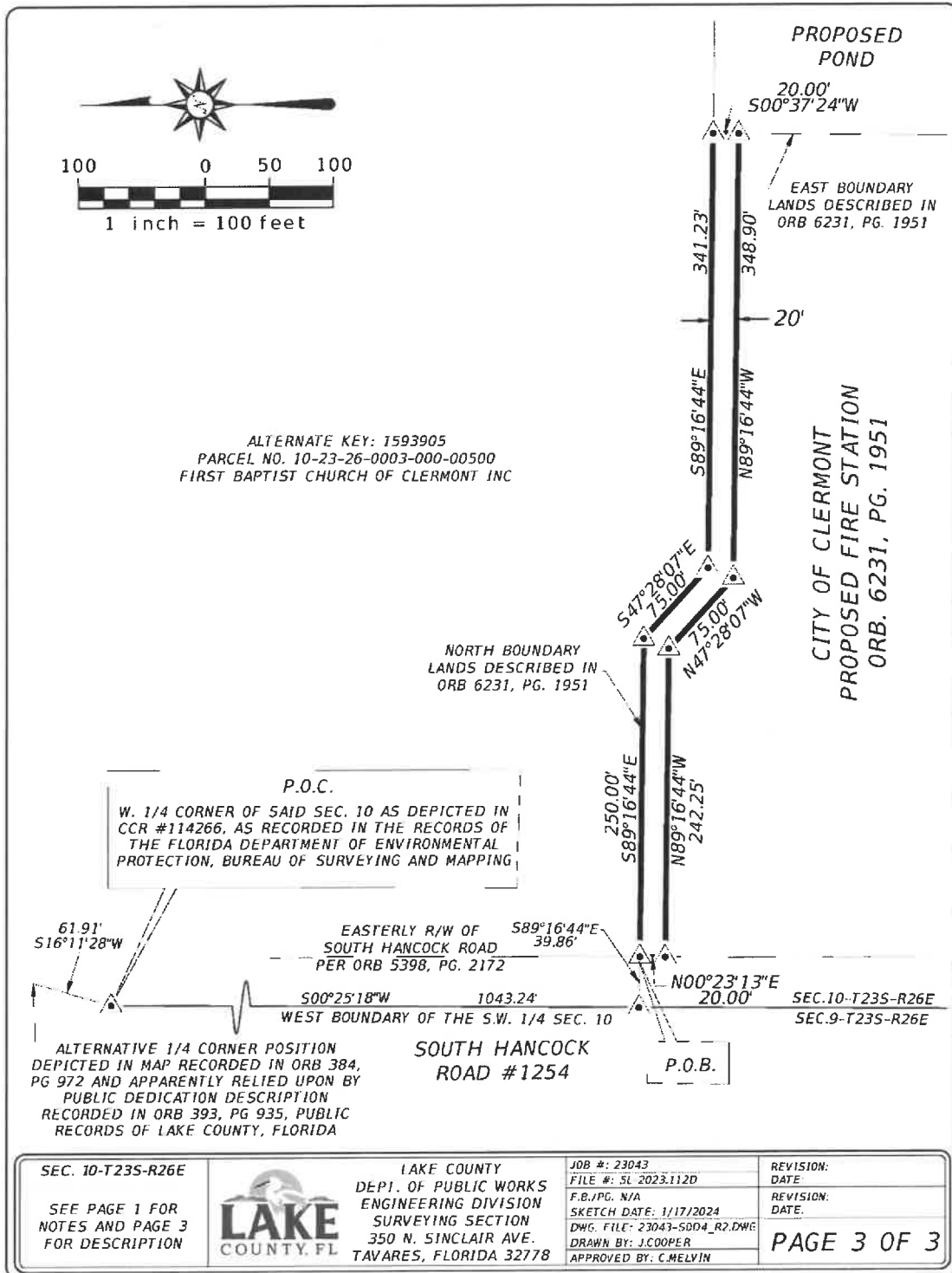
A 20 FEET WIDE STRIP OF LAND LYING WITHIN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 10 AS DEPICTED IN CERTIFIED CORNER RECORD #114266, AS RECORDED IN THE RECORDS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING; SAID CORNER LYING S16°11'28"W, 61.91 FEET (AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT) FROM AN ALTERNATIVE 1/4 CORNER POSITION DEPICTED IN MAP RECORDED IN OFFICIAL RECORDS BOOK 384, PAGE 972 AND APPARENTLY RELIED UPON BY PUBLIC DEDICATION DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 393, PAGE 935, BOTH OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; FROM SAID POINT OF COMMENCEMENT, THENCE S00°25'18"W, ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 10, 1043.24 FEET; THENCE S89°16'44"E, 39.86 FEET, TO THE EASTERLY RIGHT-OF-WAY OF SOUTH HANCOCK ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5398, PAGE 2172, AT THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6231, PAGE 1951, BOTH OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°16'44"E, ALONG THE NORTH BOUNDARY OF SAID LANDS, 250.00 FEET, TO A CORNER OF SAID LANDS THEREOF; THENCE S47°28'07"E, ALONG THE NORTH BOUNDARY OF SAID LANDS, 75.00 FEET, TO A CORNER OF SAID LANDS THEREOF; THENCE S89°16'44"E, ALONG THE NORTH BOUNDARY OF SAID LANDS, 341.23 FEET, TO THE NORTHEAST CORNER OF SAID LANDS; THENCE S00°37'24"W, ALONG THE EAST BOUNDARY OF SAID LANDS, 20.00 FEET; THENCE N89°16'44"W, 348.90 FEET; THENCE N47°28'07"W, 75.00 FEET; THENCE N89°16'44"W, 242.25 FEET, TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY OF SOUTH HANCOCK ROAD; THENCE N00°23'13"E, ALONG SAID EASTERLY RIGHT-OF-WAY, 20.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.30588 ACRES (13,324 SQUARE FEET), MORE OR LESS.

SEC. 10-T235-R26E SEE PAGE 1 FOR NOTES AND PAGE 3 FOR SKETCH	 LAKE COUNTY DEPT. OF PUBLIC WORKS ENGINEERING DIVISION SURVEYING SECTION 350 N. SINCLAIR AVE. TAVARES, FLORIDA 32778	JOB #: 23043 FILE #: SL 2023.112D F.B./PG: N/A SKETCH DATE: 1/17/2024 DWG. FILE: 23043-S0D4_R2.DWG DRAWN BY: J.COOPER APPROVED BY: C.MELVIN	REVISION. DATE: REVISION: DATE: PAGE 2 OF 3
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DEVELOPER'S AGREEMENT – CITY OF CLERMONT; FIRE STATION EASEMENT





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

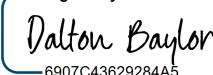
Meeting Date		
Tuesday, April 8, 2025		
Agenda Item Name		
Change Order Approval <i>Lake Winona Basin Drainage Improvement Project</i>		
Requested Action		
Requesting approval of Change Order No. 2 to the DB Civil Construction, LLC contract for drainage improvements to the Lake Winona basin for the total budgeted amount of \$13,740.		
Staff Report		
Change Order No. 2 includes additional work necessary to complete the project and totals \$13,740. Details of the proposed changes are outlined in the Change Order 2 Exhibit. The original contract amount for the project was \$378,920. To date, there have been two change orders associated with this project: • Change Order No. 1 was approved to address an unforeseen condition involving the redirection of a discharge pipe and totaled \$32,570. • Change Order No. 2, which is being presented for City Council approval, includes the installation of a curb section to address a resident's concern, as well as the addition of a drainage flume to direct street runoff into the newly dredged drainage channel. The total cost of this change order is \$13,740. The project remains within the approved budget and will receive 50% reimbursement through a grant secured by the Lake County Water Authority. As the cumulative project cost now exceeds 10% of the original contract amount, City Council approval is required to authorize this change order.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$13,740	45538-66306-38124	\$14,510
Exhibits Attached (copies of original agreements)		
1. Change Order 1 Lake Winona Project	Change Order 1 Lake Winona Project.pdf	
2. Change Order 2 Lake Winona Project	Change Order 2 Lake Winona Project_.pdf	

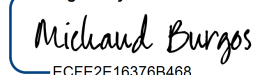
CHANGE ORDER FORMContract / P.O. Number: 2024-040 / 20250596Bid Number: RFB 24-095Change Order Number: 1Change Order Date: Dec 31, 2024Project Name: Lake Winona Basin 12A Drainage ImDepartment: Public ServicesJob Location: Lake Winona**VENDOR INFORMATION:**Company Name: DB Civil Construction, LLC.Address: 4475 US-1 South, Suite 707City, St., Zip: St. Augustine, FL 32086Contact Name: John Robbins, Project ManagerTelephone: 386-256-7460**DESCRIPTION OF CHANGE:***Alteration, deviation, addition, or deletion caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary).*

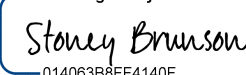
Additive Change Order: Install new 15" RCP and grout fill existing 12" RCP in the total amount of \$32,570.

ITEM		AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 378,920.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Must be within the overall scope of services in accordance with contract specifications.</i>	\$ 32,570.00
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	% 8.6%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 32,570.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>10% Maximum</i>	% 8.6%
G.	NEW CONTRACT VALUE (A+E)	\$ 411,490.00

This Change Order is not valid without the following signatures:

Signed by:

 6907C43629284A5...
 CONTRACTOR Date 12/31/2024

Signed by:

 ECFF2E16376B468...
 PROJECT ARCHITECT / ENGINEER Date 1/15/2025

DocuSigned by:

 014063B8FF4140F...
 DEPARTMENT DIRECTOR Date 2/4/2025

DS

 33260AB5B04D4AE...
 PROCUREMENT DIRECTOR /
 CITY MANAGER Date 2/5/2025

Council approval is required if change order(s): 1) exceeds \$49,999; 2) exceeds the greater of \$100,000 OR 10% of the original contract amount for construction projects; 3) the funds are not available in the approved budget for the department.

CITY OF CLERMONT

ATTEST:

MAYOR

Date

CITY CLERK

Date

DB Civil Construction LLC
REQUEST FOR CHANGE ORDER #2 15" RCP

Date: 12/3/2024

To: CITY OF CLERMONT

Project: LAKE WINONA DRAINAGE IMPROVEMENTS

Description: Instll new 15" RCP and grout fill existing 12" RCP

ITEM #	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
1	PIPE CULVERT 15" RCP	88.00	LF	\$195.00	\$17,160.00
2	REMOVE ASPHALT & ASPHALT PATCH TRENCH	40.00	SY	\$198.00	\$7,920.00
3	GROUT FILL EXISTING 12" RCP	70.00	LF	\$107.00	\$7,490.00
				TOTAL	\$32,570.00

SUBMITTED BY:

DB CIVIL CONSTRUCTION LLC

CHANGE ORDER FORM

Contract / P.O. Number: 2024-040 / 20250596

Bid Number: RFB 24-095

Change Order Number: 2

Change Order Date: Mar 27, 2025

Project Name: Lake Winona Basin 12A Drainage Im

Department: Public Services

Job Location: Lake Winona

VENDOR INFORMATION:

Company Name: DB Civil Construction, LLC.

Address: 4475 US-1 South, Suite 707

City, St., Zip: St. Augustine, FL 32086

Contact Name: John Robbins, Project Manager

Telephone: 386-256-7460

DESCRIPTION OF CHANGE:

Alteration, deviation, addition, or deletion caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary).

Additive Change Order: Includes the installation of a curb section to address a resident's concern, as well as the addition of a drainage flume to direct street runoff into the newly dredged drainage channel in the total amount of \$13,740

ITEM		AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 378,920.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Must be within the overall scope of services in accordance with contract specifications.</i>	\$ 13,740.00
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	% 3.6%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 32,570.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 46,310.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>10% Maximum</i>	% 12.2%
G.	NEW CONTRACT VALUE (A+E)	\$ 425,230.00

This Change Order is not valid without the following signatures:

CONTRACTOR Date

PROJECT ARCHITECT / ENGINEER Date

DEPARTMENT DIRECTOR Date

PROCUREMENT DIRECTOR /
CITY MANAGER Date

Council approval is required if change order(s): 1) exceeds \$49,999; 2) exceeds the greater of \$100,000 OR 10% of the original contract amount for construction projects; 3) the funds are not available in the approved budget for the department.

CITY OF CLERMONT

ATTEST:

MAYOR Date

CITY CLERK Date

DB Civil Construction LLC

Pricing for Change Order - Lake Winona added Drainage Structures

To: City of Clermont

Date: 2/26/2025

Project: Lake Winona 12A Basin Drainage Project

Pricing for Scope of Work

ITEM NO.	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
1	SOIL TRACKING PREVENTION DEVICE	(1.00)	EA	\$2,000.00	(\$2,000.00)
2	REGULAR EXCAVATION	68	CY	\$ 100.00	\$6,800.00
3	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	10	SY	\$ 200.00	\$2,000.00
4	RIPRAP - RUBBLE, DITCH LINING	6	TN	\$ 500.00	\$3,000.00
5	BEDDING STONE	11	TN	\$ 500.00	\$5,500.00
6	Pipe Culvert 15" RCP	(8.00)	LF	\$195.00	(\$1,560.00)
				TOTAL:	\$13,740.00

Description Of Work:

Item No.	Explanation of Change
1	Not required
2	Actual Quantity required to meet plan grading
3	Owner added additional paved Flume
4	Owner added additional paved Flume, resulting in additional riprap required. Approved in field
5	Owner added additional paved Flume, resulting in additional riprap required. Approved in field
6	Change Order No 1 Quantity was 88 LF, only 80 LF required

SUBMITTED BY: John Robbins



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 8, 2025		
Agenda Item Name		
Contract Amendment <i>Chestnut Street Property</i>		
Requested Action		
Recommend approval of contract amendment of property on Chestnut Street.		
Staff Report		
The City Council previously approved the purchase of real property on Chestnut Street in February 2025, conditioned upon granting a lot-size variance to the seller for adjacent properties. The primary necessity for this purchase was to facilitate City access to City-owned utility infrastructure. In order to make the remaining lots buildable, we need to obtain another variance regarding setbacks, and this amendment provides that we shall cooperate in obtaining the variance. Access is essential from staff perspective and this transaction will eliminate a potentially substantial liability for the City.		
Additional Analysis		
Fiscal Impact Summary		
Please refer to Section 2 of the amendment for additional financial considerations.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Purchase Contract Amendment	Purchase Contract Amendment.pdf	

AMENDMENT TO VACANT LAND CONTRACT

THIS AMENDMENT TO VACANT LAND CONTRACT (the "Amendment") is entered into by and between **LEGACY HOMES LLC**, a Florida limited liability company ("Seller") and **THE CITY OF CLERMONT, FLORIDA**, a Florida municipal corporation ("Buyer") as of the date last executed by Buyer and Seller (the "Effective Date"), who may be referred to as a "Party" individually or "Parties" collectively.

WHEREAS:

- The Parties entered into that certain Vacant Land Contract dated February 17, 2025 (the "Contract");
- The Parties have complied in good faith with the terms of the Contract but desire amending it to clarify certain responsibilities; and
- The Parties have entered into this Amendment to memorialize that clarification.

NOW, THEREFORE, in consideration of the recitals stated above, which are incorporated by reference, and other good and valuable consideration, the receipt of which is acknowledged, the Parties hereby agree to and amend the Contract as follows:

1. Closing Date. The Closing Date set forth in Paragraph 4 of the Contract is hereby amended to be "on April 23, 2025".

2. Additional Variance. The Contract is hereby amended to add the following addition provision:

Due to the nature of Seller's contemplated plans on adjacent lots (Parcel B and Parcel C), Buyer and Seller agree that an additional variance is necessary for Seller to obtain building permits for the construction of single family homes on Parcel B and Parcel C. As such, Buyer and Seller agree to work together in good faith for Seller to receive a building set back variance on the adjacent lots (Parcel B and Parcel C) to the real property (Parcel A) being sold such that Seller will have no more than a five foot (5') building setback from its side yard property boundaries. Such variance must be obtained by April 22, 2025 as evidenced by the City Council of Clermont's approval and a written development order showing such approval no later than April 23, 2025, which shall be delivered to Seller by email and also U.S. mail. Buyer and Seller shall work together on drafting and executing the application for such variance and Buyer shall waive the cost of such application or any related fees relating to the application and variance request. If the City Council fails to approve the variance, then Seller may terminate the Contract and receive the \$10,000 in deposit funds as liquidated damages without waiving any other claims Seller may have against Buyer.

3. Lot Line Readjustment. No later than seven (7) days after the Effective Date, Buyer shall provide Seller with a written Development Order confirming that the lot

line readjustment and lot size variance described in Section 23 of the Contract concerning Parcel A, Parcel B and Parcel C was approved by the City of Clermont. At least three (3) business days before Closing, Buyer will take all necessary steps for such adjusted lot lines of Parcel A, Parcel B and Parcel C to be accurately reflected on the Lake County Property Appraiser's and Lake County Tax Collector's website along with assignment of their respective designated tax parcel identification numbers.

4. Closing. Closing shall take place on April 23, 2025. The due diligence period has expired. Buyer waives any rights to extensions or contingencies except approval under Section 1 of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

SELLER

LEGACY HOMES, LLC, a Florida limited liability company

By: _____
Nicholas Burden, Manager Date _____

BUYER

THE CITY OF CLERMONT, FLORIDA, a Florida municipal corporation

By: _____
Tim Murry, Mayor Date _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, April 8, 2025		
Agenda Item Name		
Ordinance No. 2025-010 <i>Final Vacate ROW</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-010.		
Staff Report		
The applicant, Clermont Hotels LLC, is requesting a right of way vacation on Omar Street. Omar Street is located north of SR 50, just west of Oakley Seaver Drive, adjacent to Sonny's. The street right-of-way is 22 ½ feet wide and was created during the plat of the Walton Subdivision in 1925. The street is unimproved, privately maintained and only served by the lots fronting this street within the Walton Subdivision. All the lots that are accessed by this street have been acquired by Clermont Hotels, LLC. The property is slated for the development of a hotel and restaurant. In order to proceed, vacation of this platted right-of-way is necessary. Staff have reviewed the vacation request and have no objection to vacating the right-of-way. Staff recommends approval of Ordinance 2025-010.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Ord 2025-010 Omar Street ROW Closing (02.26.2025)	Ord 2025-010 Omar Street ROW Closing (02.26.2025).pdf
2.	Maps	Maps.pdf
3.	Site Plan	Site Plan.pdf
4.	Application	Application.pdf
5.	Legal Ad	Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2025-010

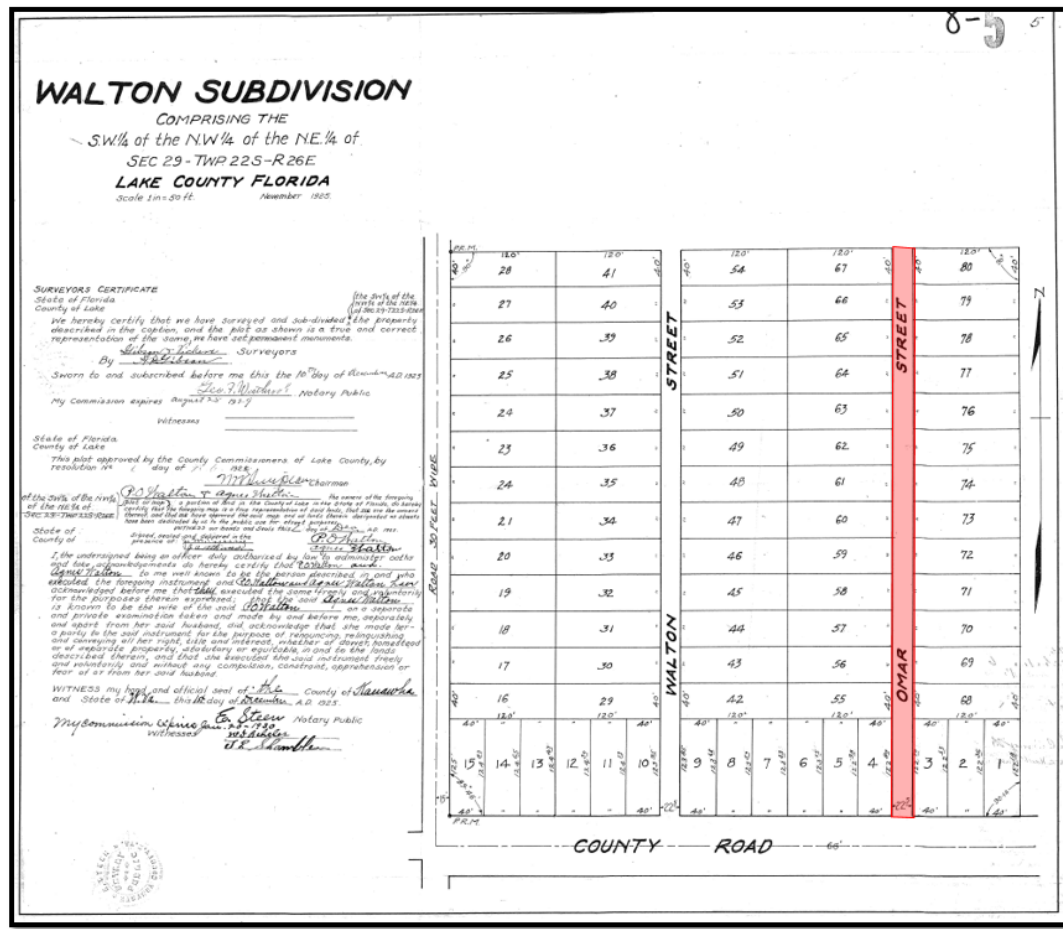
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING OMAR STREET, ACCORDING TO THE PLAT OF WALTON SUBDIVISION, RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED AND ENACTED by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1: LEGAL DESCRIPTION

22.5 FOOT WIDE RIGHT-OF-WAY PLATTED AS OMAR STREET, RUNNING NORTH FROM SR 50 ALONG LOTS 3, 68-80 OF THE WALTON SUBDIVISION, RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

Hereafter called "Vacated Parcel."





CITY OF CLERMONT
ORDINANCE NO. 2025-010

SECTION 2: AUTHORITY

The Vacated Parcel is hereby closed and vacated by the City of Clermont. The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: SEVERABILITY

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 5: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and at the Applicant's expense.

SECTION 7: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2025-010

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 8th day of April, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, City Attorney

Omar Street R/W Vacation Request



Omar Street R/W Vacation Request

WALTON SUBDIVISION

COMPRISING THE

SW 1/4 of the NW 1/4 of the NE 1/4 of

SEC 29-TWP 22S-R26E

LAKE COUNTY FLORIDA

Scale 1 in = 50 ft.

November 1925

SURVEYORS CERTIFICATE

State of Florida
County of Lake

We hereby certify that we have surveyed and sub-divided the property described in the caption, and the plat as shown is a true and correct representation of the same, we have set permanent monuments.

By Walter J. Hester Surveyors

Sworn to and subscribed before me this 16th day of November, A.D. 1925

My Commission expires August 25, 1927

Witnesses

State of Florida
County of Lake

This plat approved by the County Commissioners, of Lake County, by resolution No. 1025 day of Nov, 1925.

of the SW 1/4 of the NW 1/4 of the NE 1/4 of SEC 29-TWP 22S-R26E

State of
County of

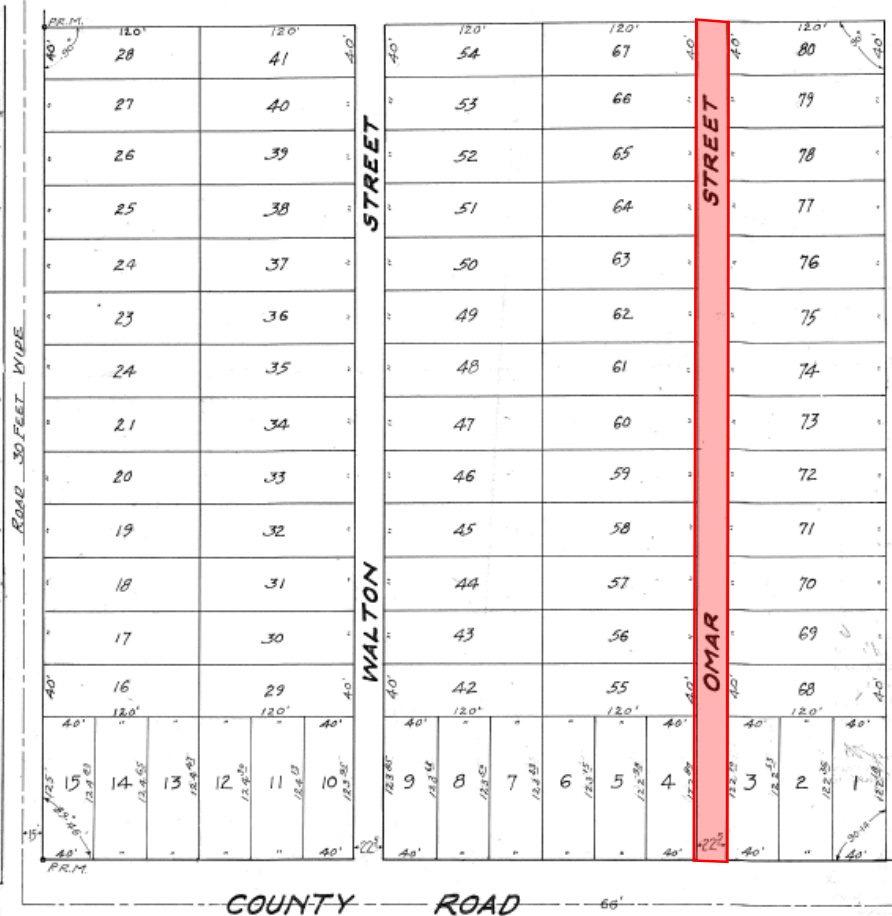
I, the undersigned being an officer duly authorized by law to administer oaths and take acknowledgments do hereby certify that Walter J. Hester is a well known to me the person described in and who executed the foregoing instrument and Walter J. Hester has acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed; that the said Walter J. Hester is known to be the wife of the said Walter J. Hester on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made her a party to the said instrument for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, absolute or equitable, in and to the lands described therein, and that she executed the said instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal of the County of Sanuwa and State of Fla. this 16 day of November, A.D. 1925.

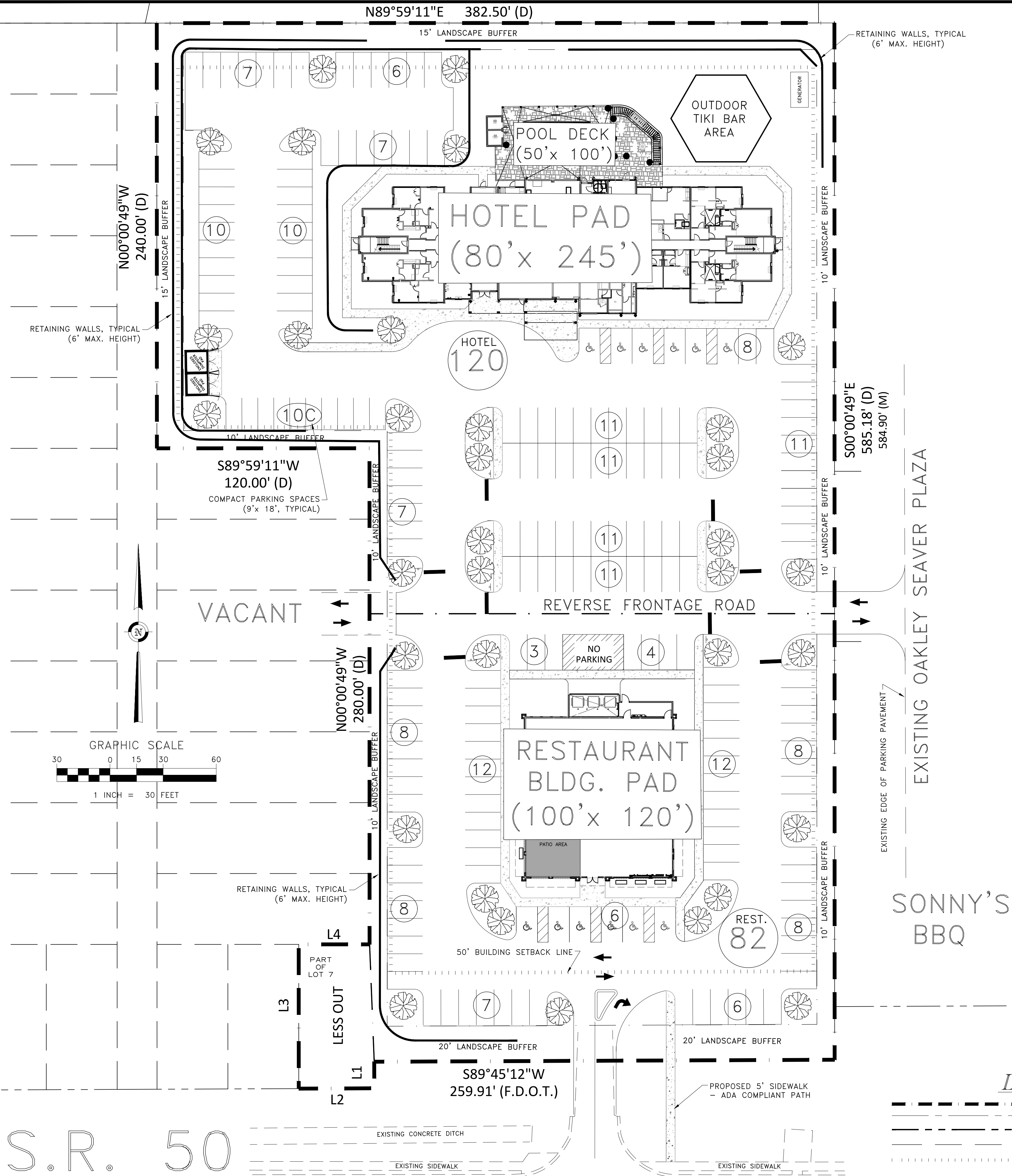
My commission expires Aug 25, 1927 Notary Public

Witnessed

E. Steen
J. E. Hamblen



THE ENGINEER EXPRESSLY RESERVES THE EXCLUSIVE COMMONLAW COPYRIGHT AND PROPERTY RIGHTS TO THESE DRAWINGS WHICH MAY NOT BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT THE ENGINEER'S WRITTEN CONSENT.



PROJECT CHARACTERISTICS

THE COMMERCIAL COMPLEX SHALL CONSIST OF A 112-ROOM, 4-STORY HOTEL AND A 294-SEAT RESTAURANT WITH SHARED PARKING AND A REVERSE FRONTAGE ROAD THAT ALIGNS WITH THE EXISTING REVERSE FRONTAGE ROAD BEHIND THE SONNY'S BBQ AND THE UNITED SOUTHERN BANK AT THE SW CORNER OF SR 50 AND OAKLEY SEAVER DRIVE. THE REVERSE FRONTAGE ROAD WILL PROVIDE ACCESS TO THE EXISTING OAKLEY SEAVER DRIVE STOP LIGHT. THE REVERSE FRONTAGE ROAD WILL ESTABLISH A POTENTIAL CONNECTION TO FUTURE DEVELOPMENT TO THE WEST.

TOTAL PROPERTY AREA4.266± Acres
LESS-OUT LOT.....0.197± Acres
TOTAL PROJECT AREA.....4.069± Acres
TOTAL WETLANDS / 100-YR FLOOD PLAIN AREA.....0.000 Acres

LAKE COUNTY ALT. KEY No.....1695881, 2691280, 1695872, 1695911, 2587199, 1695899, 1695813, 1695902, 2706058 AND 1695805

PROPOSED ZONING.....C-2 / CUP
FUTURE LAND USE DESIGNATION.....COMMERCIAL
MAX. FAR (FLOOR AREA RATIO).....3.0
MAX. ISR (IMPERVIOUS SURFACE RATIO).....80%
MAX. BUILDING HEIGHT.....55'

PROPOSED SERVICES:
DRINKING WATER.....CITY OF CLERMONT
SEWAGE DISPOSAL.....CITY OF CLERMONT
ELECTRIC.....DUKE ENERGY
NATURAL GAS.....LAKE APOPKA NATURAL GAS DISTRICT
TELEPHONE.....CENTURYLINK
GARBAGE DISPOSAL.....CITY OF CLERMONT
FIRE PROTECTION.....CITY OF CLERMONT
POLICE PROTECTION.....CITY OF CLERMONT

MINIMUM BUILDING SETBACK REQUIREMENTS:
FROM S.R. 50 RIGHTS-OF-WAY.....50'
FROM REAR PROPERTY LINES.....25'
FROM SIDE PROPERTY LINES.....12'

PARKING SPACES REQUIRED:
112-ROOM HOTEL:
(1) Parking Space per ROOM @ (112) ROOMS = (112) Spaces
(1) Parking Space per (3) Employees @ (24) Employees = (8) Spaces
= (120) Spaces

300-SEAT RESTAURANT:
(1) Parking Space per (4) SEATS @ (300) SEATS = (75) Spaces
(1) Parking Space per (4) Employees @ (40) Employees = (10) Spaces
= (85) Spaces

REQUIRED HANDICAPPED SPACES:
(1) Space per 25 Regular Spaces

PARKING SPACES PROVIDED:
HOTEL: (104) REGULAR (10'x20')
(10) COMPACT (9'x18')
(6) HANDICAPPED (12'x20')
(120) HOTEL Spaces Provided

RESTAURANT: (76) REGULAR (10'x20')
(6) HANDICAPPED (12'x20')
(82) RESTAURANT Spaces Provided

(202) TOTAL PARKING SPACES

- 1) STORMWATER TO BE TREATED AND ATTENUATED IN 'STORMTECH' UNDERGROUND CHAMBERS.
- 2) ESTIMATED PROJECT WATER DEMAND / WASTEWATER DAILY FLOW RATE = 23,200± GPD.
[(112 Rooms) x 100 GPD/Room + (300 Seats) x 40 GPD/Seat] = [11,200 GPD + 12,000 GPD]
- 3) VARIANCE REQUESTED:
- PARKING BETWEEN LANDSCAPE ISLANDS INCREASED FROM (10) TO (12) SPACES;
[LDR Sec. 123-44 (2)]

LEGEND

--- PROPERTY BOUNDARY LINE
--- ROADWAY CENTERLINE
--- RIGHT-OF-WAY LINE
--- EXISTING LOT LINES
--- BUILDING SETBACK LINE

Digitally signed
by Rick E McCoy
Date: 2023.10.30 13:
21:37-04'00'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RICK MCCOY, PE No. 38725, ON THE DATE INDICATED. HEREON, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

RICK MCCOY, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
No. 38725

NOT VALID WITHOUT SIGNATURE
AND EMBOSSED SEAL OR DIGITAL
SEAL

CONCEPTUAL MASTER SITE PLAN (REVISED)		PALM PLAZA HOTEL AND RESTAURANT		McCOY & ASSOCIATES		BAILEY SURVEYING & MAPPING, LLC	
Sec. 29; Twp. 22S; Rng. 26E, City of Clermont, Lake County, Fl.		Sec. 29; Twp. 22S; Rng. 26E, City of Clermont, Lake County, Fl.		ENGINEERS & LAND PLANNERS 106 S. PALM AVE. HOWEY-IN-THE-HILLS, FL. 34737 (352) 324-1136 RMCCOY@att.net CA#: 8374		10900 SANDY RIDGE AVE. CLERMONT, FL 34711 (407) 747-3216	
DEVELOPER: CLERMONT HOTELS, L.L.C., George Tsounis		DEVELOPER: CLERMONT HOTELS, L.L.C., George Tsounis					
3203 Lawton Road, Suite 100 Orlando, Fl. 32803 (407) 877-1005		3203 Lawton Road, Suite 100 Orlando, Fl. 32803 (407) 877-1005					
JOB NO. 22-007		JOB NO. 22-007					
DATE October 2023		DATE October 2023					
DES. BY: RMc		DES. BY: RMc					
DWN. BY: RMc		DWN. BY: RMc					
CHK'D BY:		CHK'D BY:					
APP'D BY:		APP'D BY:					
SHEET 1 OF 1		SHEET 1 OF 1					
						REVISIONS	



CITY OF CLERMONT
**STREET RIGHT-OF-WAY/EASEMENT CLOSING
APPLICATION**

DATE February 5, 2025		FEE: \$1,000.00 + cost of advertisement	
Petitioner's Name Clermont Hotels, LLC			
Address 3203 Lawton Road, Suite 100	City Clermont	State FL	Zip 34711
Telephone [REDACTED]	Fax		
Email [REDACTED]			
ROW INFORMATION			
Legal Description of Petitioner's property abutting Street ROW/Easement to be closed (Attach survey if available): See attached legal description and survey.			
If named – name of street to be closed: Omar Street			
Plot plan & legal description of Street ROW/Easement portion to be closed (From-To): See attached survey and plan.			
Purpose or reason for closing: To implement development of Palm Plaza hotel/restaurant as approved by CUP 2024-001R.			
Attach a map and list of: Names and addresses of all property owners abutting the portion of the street requested to be closes and abandoned. ☒ Yes ☐ No Name and address same as petitioner.			
This petition is in accordance with the Clermont Land Development Code, Chapter 54, Division 2. Closing. Any person requesting a Street right-of-way or Easement Closing shall file a complete application submitted to the Development Services Director in the Development Services Department, at least 30 days prior to the final hearing date of the City Council. A Street right-of-way or Easement Closing requires two readings of an ordinance by the City Council. The City Council meetings are held on the second and fourth Tuesdays of every month. All applications must be complete, including applicable site plans and or pertinent descriptive materials in order to be processed. A plot plan (schematic drawing of the property involved) showing the location of that portion of the street requested to be closed and permanently abandoned, and including a survey of the property and street involved if deemed necessary by the City Council or the City Attorney.			
Stefanie Tsunis, MGR			
Petitioner Name (print)		Petitioner Name (signature)	

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	

Date:	03/12/2025
Order Number:	11127402
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	70.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	03/24/2025 - 03/24/2025	Govt Public Notices
LEE dailycommercial.com	1	03/24/2025 - 03/24/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$112.60
Tax Amount	\$0.00
Service Fee 3.99%	\$4.49
Cash/Check/ACH Discount	-\$4.49
Payment Amount by Cash/Check/ACH	\$112.60
Payment Amount by Credit Card	\$117.09

Order Confirmation Amount	\$112.60
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Ad Preview

LEGAL NOTICE

On Tuesday, April 8, 2025 at 3:00 PM the Clermont City Council will consider the enactment of the following proposed ordinance.

ORDINANCE NO. 2025-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING OMAR STREET, ACCORDING TO THE PLAT OF WALTON SUBDIVISION, RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

LEGAL DESCRIPTION

22.5 FOOT WIDE RIGHT-OF-WAY PLATTED AS OMAR STREET, RUNNING NORTH FROM SR 50 ALONG LOTS 3, 68-80 OF THE WALTON SUBDIVISION, RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711.

This Ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
March 24, 2025

11127402 3/24/2025



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 8, 2025		
Agenda Item Name		
Use License Agreement <i>Lake County Rowing Association</i>		
Requested Action		
Approve Boathouse Lease Agreement with Lake County Rowing Association		
Staff Report		
The temporary extension of the Lake County Rowing Association agreement to lease the Boathouse expires on July 31, 2025. The City and Lake County Rowing Association seek to enter into a long-term agreement. The proposed agreement automatically renews every three (3) years. The lease fee as of August 1, 2025, is \$1,000 monthly. The fee increases 3% each year on August 1. Maintenance costs are expected to be approximately \$12,000 for the period from August 1, 2025–July 31, 2026.		
Additional Analysis		
Fiscal Impact Summary		
The proposal would equate to a three-year revenue total of \$37,090 for the General Fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Executed LCRA Agreement 2_25_20	Executed LCRA Agreement 2_25_20.pdf	
2. Boathouse 2025 Proposed Agreement	Boathouse 2025 Proposed Agreement.pdf	
3. Boathouse 2025 Proposed Agreement Exhibit A	Boathouse 2025 Proposed Agreement Exhibit A.pdf	

MANAGEMENT AGREEMENT

between

CITY OF CLERMONT

and

LAKE COUNTY ROWING ASSOCIATION, INC.

a non-profit corporation

This **MANAGEMENT AGREEMENT** (this "**Agreement**") is entered into on this February 25, 2020 and shall be effective on the date of issuance of the Certificate of Occupancy of the Boathouse described herein (the "**Effective Date**"), by and between the Lake County Rowing Association, Inc., a Florida not for profit corporation ("**Manager**"), and the City of Clermont ("**City**") a political subdivision of the State of Florida.

RECITALS

WHEREAS, the City owns the Downtown Clermont Waterfront (the "**Boathouse**") in South Lake County to host national, regional, and local rowing events, team training and to bring in clubs, college teams, and high school teams to Lake County with the assistance of Manager (the "**Program**"); and

WHEREAS, the City desires to lease the Boathouse to Lake County Rowing Association to use the interior of the Boathouse for its club membership and activities.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. RECITALS.

The above Recitals are true and correct and form a part of this Agreement.

2. TERM.

The term of this Agreement ("**Term**") shall commence on the Effective Date and continue for five (5) years. Thereafter this Agreement may be extended for an additional five (5) years as may be mutually agreed to by the Parties in writing. At least twelve (12) but no more than eighteen (18) months prior to the expiration of this Agreement, the parties will meet to discuss an extension to this Agreement and/or processes related to transition of control to the City or Manager's successor.

3. MANAGER FEE.

In consideration of the rights granted therein and in addition to all other duties and all other obligations contained herein of Manager, Manager shall pay to City the sum of FIVE HUNDRED (\$500)

DOLLARS per month for each month or portion thereof commencing on February 26, 2020 and continuing on the first day of each month thereafter through the Initial Term of this Agreement.

4. BOATHOUSE FACILITY.

(a) **Changes to the Boathouse.** Manager shall not make any modifications, changes or alterations to the Boathouse without City's prior written consent after providing to City any and all applicable plans or any other documentation reasonably required by City. Maintenance at Manager's expense, of the existing appearance of the Boathouse and/or repair or replacement of existing facilities or equipment at Manager's expense, shall not be a change requiring prior approval of City.

(b) **Ownership of the Boathouse.** Manager acknowledges that the City is the owner of the Boathouse. Any additions of permanent fixtures to the Boathouse by Manager shall require City's prior written consent and shall remain the property of City upon termination of this Agreement.

5. RIGHT AND DUTIES OF MANAGER.

(a) **Management of the Boathouse Premises.** Manager agrees to be responsible for managing, directing, operating and coordinating the daily activities on the Boathouse Premises, as described below, to include, organizing, scheduling and advertising, national, regional and local rowing regattas and events utilizing the Boathouse Premises.

Any named events solely established by, exclusively owned by, or bearing the name of Manager at the termination of this Agreement shall be and remain that of Manager, as applicable; this right of ownership shall survive termination of this Agreement. Manager shall not use the name, image or likeness of the City of Clermont or "Choice of Champions" without the express prior written approval of City. Notwithstanding anything herein to the contrary, the parties recognize the benefit of co-branding and the use of the name "Choice of Champions" (or other similar reference to "Champions" or "Choice"), if permitted by the City at the time of organization of the event, shall not otherwise convert or transfer the ownership of the event from Manager to the City if the other conditions set forth in this paragraph are met. Additionally, any the right to use the name "Choice of Champions" (or other similar reference to Champions" or "Choice "granted by City, at any time and for any event, shall be revocable at any time by City and shall not otherwise convert or transfer any ownership rights, license or interest in the name to Manager. Furthermore, Manager shall not have the right to assign or authorize any other person, company or entity to use the name, without the express prior written approval of the City.

(b) **Use of Boathouse.** During the Term of this Agreement, Manager shall have the exclusive right to possession and management of all interior areas of the Boathouse, as more particularly described in Exhibit "B" attached hereto and incorporated herein and referred to as the "Boathouse Premises", subject only to the City's right to use the outside surrounding areas and its right to enter for maintenance, repair, and inspection as further set forth herein. Manager's exclusive rights hereunder shall only apply to the interior of the Boathouse any use of the exterior surrounding areas shall be subject to the prior approval of the City, including but not limited to any accessory structures. It is expressly understood that the Manager does not have exclusive use of any docks or mooring facilities located on the lake adjacent to or near the Boathouse Premises. Any such docks or mooring facilities shall be open to the public as may be determined by the City Manager, or his or her designee, in collaboration with Manager to ensure continuity of scheduling of events and activities at the Boathouse Premises and the safety of the individuals and clubs who utilize the Boathouse and its surrounding areas. For the purposes of Manager's members, visiting teams, and storage of equipment, the Boathouse Premises shall be subject to Manager's exclusive control,

provided however, City shall have at all times during the Term(s) of this agreement the right of entry upon the Boathouse Premises for inspection and examination and for the purpose of making any alterations or repairs to the Boathouse Premises that the City may deem necessary for the safety or preservation of the Boathouse Premises. Manager agrees to maintain the Boathouse Premises and paved areas surrounding the Boathouse that were created in association with construction of the Boathouse and shall establish and adopt written rules and restrictions regarding the use of these areas (said rules and restrictions shall be approved by the City Manager of City). Unless otherwise agreed to in writing by the parties, Manager shall provide, at its expense, all equipment used at the Boathouse, such as but not limited to: office furniture, computers, supplies, copiers, printers, laminator, tables, chairs, tents, telephones, wireless set up, safe, garbage receptacles, water coolers, tables and chairs, bleachers, benches, umbrellas, barricades, exercise equipment, boat trees, any and all communication hook ups, and fixtures. Manager shall not sublet the Boathouse Premises or otherwise assign any right hereunder without express written consent of the City.

(c) **Use of Other Facilities.** Manager acknowledges that the Boathouse Premises are located on the City's property and on the property of City of Clermont Waterfront Park in Clermont, Florida and that this Agreement does not include access to any other facilities owned or controlled by the City except for the fenced area on or around the Boathouse Premises, which is designated for boat storage and activities hosted or supported by City and Manager at Waterfront Park. If Manager desires to use these other facilities, Manager shall make separate arrangements, subject to availability, with the City regarding use of any of its facilities or services and the costs thereof; however, guests or employees of Manager shall not be charged fees for use of City facilities that are greater than the fees charged to the general community.

(d) **Use of Rowing Course.**

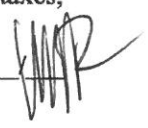
(i) Manager shall notify the Parks and Recreation Director in writing a minimum of forty-five (45) days prior to any requested use of the rowing course.

(ii) Manager shall not install the rowing course sooner than fourteen (14) days prior to any approved event date and shall remove the course, except anchors, no later than fourteen (14) days after the approved event.

(iii) Manager shall notify the Parks and Recreation Director in writing within twenty-four (24) hours of the course being removed.

(e) **Personnel.** Manager shall provide sufficient personnel to perform the duties assigned to Manager in this Agreement. All such personnel shall be employed by, contracted with, and otherwise paid by Manager. Manager shall ensure all staff members have training and educational backgrounds proper to their duties and that all staff members meet security and criminal and background clearances. City reserves the right at any time, but not the obligation, to direct the type and level of security and criminal background screening to be completed by Manager. Manager shall not be an agent of the City or the County and shall have no authority to bind personnel to employment relationships with any of the aforementioned entities.

(f) **Receipts and Operating Costs.** Manager shall be entitled to receive all cash receipts, charge and debit sales, and other revenues received in connection with the Boathouse activities, events, concessions and sponsorships. For clarity, Manager has all rights to income generated through the Boathouse, including but not limited to regattas, tournaments, events, rents collected from renting out the Boathouse for events, sponsorships, marketing agreements, vendors, concessions, hotel rebates, theme park ticket sales from participants and spectators, financial assistance, and merchandise sales. Manager shall pay for all operating costs, including office equipment and supplies, employment benefits, payroll taxes,

Initials: 

utilities, repairs and maintenance of the interior of the physical facilities, and contract services from third party vendors. Manager shall also be responsible for any taxes on the Boathouse operations. Manager shall be entitled to retain all net operating revenues and shall be responsible for all net operating losses of the Boathouse.

(g) **Financial Statements.** Annually on January 1st and July 1st, Manager shall provide to City, in a format acceptable to City, a financial statement showing all revenue and expenses associated with or derived by Manager from any regatta, event, or activity that occurred on the Boathouse Premises during the reporting period. Notwithstanding the foregoing, the parties recognize that the Manager will act as both a manager of the Boathouse and hosting, organizing and maintaining, independent of the City a rowing club at the Boathouse in addition to making the Boathouse and Boathouse Premises available for third party use to promote economic development. Therefore, the City recognizes that Manager may not have access to the financial records of these third parties and agrees that, unless otherwise required by law or by the terms of this Agreement, the third party entity will have to disclose private financial information to the City. The intent of the financial statement is to make available to the City all revenues and expenses associated with the management of the Boathouse premises and the financial statement shall reflect these revenues and expenses. Tax filings will be provided to the City upon request; in addition, if the City Manager requests to view or inspect Manager's financials at any time, Manager agrees to make its financials available for inspection within a reasonable time of City's request. Except as provided for herein, Manager shall be solely responsible for its operating budget and shall be under no obligation to disclose its budget, revenues, costs, or operating expenses to the City or any other person or entity except as required by Florida law, as may be required by City to obtain any permit related to activities related to the Boathouse, to comply with any requirements of any County, State or Federal agency or as necessary to demonstrate compliance with the Program.

(i) Manager shall provide to the City, in a format acceptable to City, a complete breakdown by activity of all revenue generated specific to the use of the rowing course. This shall be provided to the Parks and Recreation Director annually on the following dates; March 15, June 15, September 15 and December 15.

(h) **Contractual Authority.** Manager shall have authority to enter into contracts with groups, individuals, organizations, and schools for events to be held on the Boathouse Premises; however, Manager shall not have authority to bind the City to any such contracts. No such contracts shall extend beyond the Term of this Agreement without the City's prior written approval.

(i) **Specific Duties.** Without limiting the Manager's duties under this Agreement and with the exception of all items identified as the City's responsibilities under this Agreement, Manager shall perform the following specific duties related to management of the Boathouse:

(i) Negotiate all user agreements and process all invoicing for groups, teams, individuals and camps.

(ii) Review and pay all bills for services and products related to Boathouse events.

(iii) Provide orientation of the Boathouse with all individuals and groups reasonably requesting same.

(iv) Ensure that groups, teams, individuals and camp participants execute and deliver to Manager a waiver document in a form approved by City, waiving, and releasing City from, any and all

claims that the group, team, individual or participant may have against the City resulting directly or indirectly from any activity of any kind at or associated with the Boathouse. All such waivers shall be maintained by Manager for a period of at least five (5) years from the date of any event or activity and shall be provided to City by Manager upon City's request.

(v) Maintain and repair equipment and keep inventory of equipment.

(vi) Purchase equipment, as needed, to replace equipment that is broken or is no longer safe or serviceable. All equipment purchased by Lake County Rowing Association shall be and remain that of Lake County Rowing Association at the termination of this Agreement.

(vii) Maintain the interior of the physical facilities and buildings, and other areas comprising the Boathouse Premises in an attractive and safe condition.

(viii) Open the Boathouse Premises for scheduled events and activities and lock and/or secure equipment and fencing around the Boathouse Premises when events and activities are done or at the end of the day.

(ix) Ensure officials are provided, when necessary.

(x) Apply for all sanctions when necessary or desired for events at the Boathouse.

(xi) Provide set-up and tear-down, as required, for events at Boathouse.

(xii) Provide hospitality service to visiting groups in the form of assistance in obtaining housing, transportation, and amusement tickets, if appropriate for the event.

(xiii) Not to install or display any signs, banners, flyers, flags or similar items without the prior written approval of City.

(xiv) Conduct, and ensure that all entities conducting, activities at the Boathouse or related thereto are conducted in strict compliance with all applicable federal, State and local laws.

(j) **Management Reports.**

(i) During the Term(s) of this Agreement, the Manager shall provide the City a report of all activities taking place at the Boathouse during the previous quarter and the economic impact of those activities, if known or measured (the "Report"). The Report shall be provided to City within thirty (30) days of the end of the applicable quarter. The Parks and Recreation Director will meet with the authorized agent of Manager within thirty (30) days of each Quarterly Report to discuss the items addressed in the Quarterly Report and to give Manager feedback and comments to ensure the Manager is performing to the City's satisfaction.

6. **DUTIES OF THE CITY.**

(a) **Copies of Contracts.** Upon Manager's request, provide complete copies of all contracts and agreements arising out of and/or related to the Boathouse for Manager's review and records.

(b) **Maintenance.** The City agrees to maintain the unpaved grounds around the Boathouse as it would for the rest of Waterfront Park and to provide for landscaping, in City's sole discretion, that would benefit both the Waterfront Park's scenic beauty and that of the Boathouse.

(c) **Delegation of Day-to-Day Management of the Boathouse Premises.** Except as otherwise provided herein, the City agrees to delegate decisions regarding event authorization, day to day management, directing and operations, marketing authorization and promotional planning.

(d) **Maintenance of Restrooms.** The City shall be responsible for maintenance of the restrooms and ensuring that the restrooms are open and available to the public as determined by the City. Notwithstanding the foregoing, Manager shall have a key to the restrooms and access to same at all times, provided however, that Manager shall have no authority to restrict public access at any time to the restrooms.

(e) **Maintenance of Structural Items.** The City shall be responsible for maintenance of structural issues arising out of or related to the Boathouse (including, but not limited to, HVAC, plumbing, structural integrity, and roof.).

(f) **Utilities.** The City, at its expense, shall provide to the Boathouse Premises telephone, water, sewer, and electric utility service. All other services shall be the responsibility of the Manager.

7. INSURANCE.

(a) **City as Insured.** The Manager further covenants and agrees to provide and maintain, at all times during the term of this Agreement policies of insurance insuring the Manager and the City against any and all claims, demands, actions and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management and control of the Boathouse Premises and the improvements thereon by Manager. Such policies of insurance shall insure the Landlord and the Tenant in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) to cover claims of any one person from any single or specific cause and in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) to cover, in connection with any one particular accident or occurrence, the total aggregate of claims that may arise or to be claimed to have arisen against the City or the Manager, as aforesaid. The City shall be listed on said policies as additional insured. Nothing herein shall be construed as a waiver, either in whole or in part of the City's sovereign immunity as provided by Section 768.28, Florida Statutes, or its successor.

(b) **Boathouse Structures.** Manager shall also provide and maintain at all times during the term of this Agreement and any renewal hereof, policies of insurance, insuring all structures on the Boathouse Premises for at least 100% of their value against fire and casualty. The City shall be listed on said policies as additional insured.

(c) **Copies to be Provided.** Copies of the aforementioned policies of insurance and original certificates of the issuance thereof, shall be delivered to the City as evidence of the compliance by the Manager with the terms and provisions contained herein. Each of the said insurance policies shall be issued by a company or companies authorized to do business in the State of Florida and have an A.M. Best Company Rating of "A" or better and a Financial Size Category of "VII" or better, or as otherwise approved by City. Should the Manager fail to maintain such insurance in force, the City may, but shall not be obligated to, procure the same and advance funds for the payment of the cost thereof for and on behalf of

the Manager and all such payments shall be immediately due and payable to City, upon written demand therefore.

(d) **Loss of Insurance.** If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, the Manager shall, as soon as the Manager has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance meeting the requirements of this Agreement. Until such time as the City has replaced the unacceptable insurer with an insurer acceptable to City, the Manager shall be deemed in default of this Agreement.

8. BREACH.

In the event of a breach of (i.e., failure of a party to comply with) any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ninety (90) days (the "Cure Period") in which to cure the breach if such breach is capable of cure. If it is commercially impractical to cure the alleged breach within the Cure Period, the breaching party shall have such commercially reasonable time as may be necessary to cure the breach. If the breach is not cured within said Cure Period, the non-breaching party shall be entitled to pursue any remedies it may have by reason of the breach. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.

9. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to the expiration of the Term only as follows, and any such termination shall not affect any rights or obligations arising prior to the effective date of termination:

(a) **Breach.** In the event of a material breach of this Agreement which is not cured within the Cure Period set forth in Section 8 above (a "Breach") or in the event of a breach as to which no Cure Period is provided by this Agreement, the non-breaching party may terminate this Agreement upon no less than ninety (90) days' written notice. This remedy shall be in addition to any other remedy available at law or in equity. Failure to terminate this Agreement shall not waive any breach of this Agreement.

(b) **Convenience.** Either party may, upon ninety (90) days written notice to the other party, terminate this Agreement for any reason whatsoever and without consequence or obligation of any kind.

(c) **Casualty.** Manager shall restore any damages to the Boathouse to the extent that insurance proceeds are sufficient for restoration. In the event that the physical plant housing the Boathouse is destroyed or is so damaged such that it is reasonably anticipated that insurance proceeds will be insufficient for Manager to repair or reconstruct the damaged facilities with a view toward resuming full operation, then either The City or the Manager may terminate this Agreement upon no less than sixty (60) days' notice and such insurance proceeds shall be paid to the Manager proportionately to the extent of their respective losses

(d) **Insolvency.** Either party may terminate this Agreement upon sixty (60) days' notice in the event the other party becomes insolvent or fails to pay, or admits in writing its inability to pay, its debts as they mature; or a trustee, receiver or other custodian is appointed for the other party for all or a substantial part of the other party's property and is not discharged within sixty (60) days; or any bankruptcy reorganization, debt, arrangement, or other proceeding under any bankruptcy or insolvency law or any

dissolution or liquidation proceeding is instituted by or against the other party and if instituted against the other party is consented to or acquiesced in by that party or remains for sixty (60) days undismissed; or any warrant or attachment is issued against any substantial portion of the property of the other party which is not released within sixty (60) days of service.

10. EFFECTS OF TERMINATION.

In the event of the termination or expiration of this Agreement for any reason, Manager shall immediately relinquish the Boathouse Premises to the City and deliver up to the City, all of the Boathouse Premises in as good condition and repair as upon delivery of possession to the Manager, ordinary wear and tear and damage by fire or other casualty only excepted. The termination of this Agreement for any reason, other than Breach by Manager, shall be without prejudice to any payments or obligations which may have accrued or become due hereunder prior to the date of termination or which may become due after such termination. Manager shall accomplish a smooth transfer of operations and events back to the City, by providing to the City copies of all documentation, contracts, and other arrangements, including transfer of all advance financial deposits, regarding events, programs, or activities scheduled or under negotiation to occur after termination of this Agreement and the parties shall inform others that the events have been so transferred. Notwithstanding anything herein to the contrary and except as to termination for Breach by Manager, in the event Manager has already scheduled, promoted, advertised, or otherwise committed to any events, programs, or activities at the Boathouse Premises and said events, programs, or activities will occur after the effective date of Termination, the City agrees that Manager shall be permitted to conduct those events on the same terms and conditions as otherwise set forth in this Agreement at no additional expense from the Manager to the City except those already in place at the effective date of Termination.

11. INDEMNIFICATION AND HOLD HARMLESS.

The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

(a) **Indemnification.** Each party (an "Indemnitor") agrees to indemnify and hold harmless the other party, its shareholders, directors, officers, and employees ("an Indemnified Party") from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims), which may be asserted against an Indemnified Party or for which they may now or hereafter become subject arising in connection with the activity of the Indemnitor ("Claim"), including but not limited to: (i) alleged or actual failure by the Indemnitor to perform any of its duties hereunder, including by negligence or willful or wanton misconduct and (ii) any violation of any requirements applicable to the Indemnitor under any federal, state or local environmental/hazardous waste or similar law or regulation; except only to the extent that such Claims may have been caused, in part, by the negligence or willful or wanton misconduct of the Indemnified Party seeking indemnification pursuant to this Agreement. No party shall recover any amount in excess of actual damages incurred. Nothing herein shall be construed, interpreted or act as a waiver of any sovereign immunity that City may enjoy as a matter of law.

(b) **Notice of Claim.** In the event that any claim is made which may result in the right of indemnity hereunder, the Indemnifying Party against whom the claim is made shall promptly give notice to the Indemnitor and give the Indemnitor the opportunity to defend the claim with counsel reasonably satisfactory to the Indemnified Party, and the Indemnitor shall pay all costs of such defense (including reasonable attorney fees), whether or not the claim is successful). Each Indemnitor agrees that no settlement of any Claim involving its Indemnified Party will be made without the consent of such Indemnified party. Likewise, each Indemnified Party agrees that it will not settle any Claim without the consent of its

Indemnitor. The Indemnitor will furnish to the Indemnified Party copies of all pleadings in any action hereunder, permit the Indemnified Party to be an observer therein, and apprise the Indemnified Party of all developments therein, all at the Indemnitor's expense.

(c) **Non-Payment of Claims.** In the event an Indemnitor fails to pay, timely and fully, any amounts due relative to any Claims, its Indemnified Party may pay such Claim to a third party. In such event, such Indemnified Party may recover from its Indemnitor in addition to the amount so paid, interest on the amount claimed at the lesser of 12% per annum or such maximum amount of interest as is permitted by law and also recover the costs of such Indemnified Party's reasonable attorneys' fees in connection with the enforcement of this Agreement.

12. **NOTICES.**

All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States Mail, postage prepaid, return receipt requested, or by overnight courier with confirmation of delivery, addressed to the other party at the address set forth below or such other address as the party may designate in writing by similar notice:

To Manager:

LAKE COUNTY ROWING ASSOCIATION, Inc.
Attn: President
Mike Furukawa
P O Box 120173
Clermont, FL 34712

With a copy to:

Alison Strange, Esquire
Bret Jones, P.A.
700 Almond Street
Clermont, Florida 34711

To the City:

City of Clermont
Attn: City Manager
685 West Montrose Street
Clermont, Florida 34711

With a copy to:

Daniel Mantzaris, Esq.
de Beaubien, Knight, Simmons, Mantzaris & Neal, LLP
PO Box 87
Orlando, Florida 32802

13. **ASSIGNMENT.**

Neither party shall assign this Agreement, including by any merger or consolidation with another legal entity, except with the prior written consent of the other party. Any approved assignment of this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

14. NO AGENCY OR PARTNERSHIP.

Manager is an independent contractor under this Agreement. The City, the County, and Manager are not partners, joint venturers, or principal or agent of the other.

15. COMPLIANCE WITH LAW.

Manager shall perform the services described in this Agreement in accordance with applicable statutes, rules and regulations required by Federal and Florida law, as may be from time to time be in effect or applicable to Manager. **MISCELLANEOUS.**

(a) **Headings.** Section headings are, for convenience of reference only and shall not be used to construe the meaning of any provision of this Agreement.

(b) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement.

(c) **Severance.** Should any part of this Agreement be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining portions.

(d) **Authority.** Each individual signing this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing, and this Agreement constitutes the valid and enforceable obligation of each party in accordance with its terms.

(e) **Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action based on this Agreement shall be in Lake County, Florida.

(f) **Public Records.** Manager expressly understands records associated with this project may be public records and agrees to comply with Florida's Public Records law, to include, to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services contemplated herein.

(ii) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Manager upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

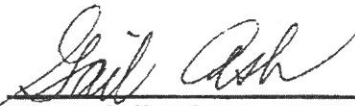
(v) IF MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, (352) 241-7330.

(g) Amendment. This Agreement may not be modified except in writing executed by the party to be charged.

(h) Entire Agreement. This Agreement and the Program constitute the entire agreement of the parties hereto and supersedes all prior agreements and representations with respect to the subject matter hereof. A Sponsorship Agreement between Manager and The City, dated the same date as this Agreement, deals with other matters.

IN WITNESS WHEREOF, this Agreement is executed and shall be binding on the parties only after all parties have signed below and shall be effective as of the Effective Date.

THE CITY OF CLERMONT



Mayor Gail Ash

February 25, 2020

LAKE COUNTY ROWING
ASSOCIATION, INC.



Mike Furukawa

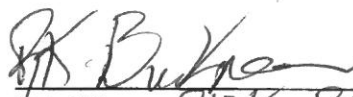
President

February 27, 2020

WITNESSES:



Print Name: Tracy A. Howe



Print Name: RICK BUCKNER

Print Name: _____

Print Name: _____

USE LICENSE AGREEMENT

between

CITY OF CLERMONT

and

LAKE COUNTY ROWING ASSOCIATION, INC.

a non-profit corporation

This USE LICENSE AGREEMENT (this "Agreement") is entered into on this _____ 2025 and shall be effective on the date of August 1, 2025 described herein (the "Effective Date"), by and between the Lake County Rowing Association, Inc., a Florida not for profit corporation ("Licensee"), and the City of Clermont ("City") a political subdivision of the State of Florida.

RECITALS

WHEREAS the City owns the Downtown Clermont Waterfront and, specifically the "Boathouse", the 2000 meter race course and the 1000 meter race course in South Lake County designed to host national, regional, and local rowing events, team training and to bring in clubs, college teams, and high school teams to Lake County with the assistance of Licensee (the "Program"); and

WHEREAS the City desires to grant a revocable license to Lake County Rowing Association to use the interior of the Boathouse for its club membership and activities.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. RECITALS. The above Recitals are true and correct and form a part of this Agreement.
2. TERM. The term of this Agreement ("Term") shall commence on the Effective Date and continue for three (3) years unless terminated in accordance with this Agreement or by law. This Agreement will automatically renew for a period of three (3) years and shall continue to be automatically renewed at the conclusion of each term for a period of three (3) years upon the same terms and conditions, unless modified by subsequent agreements, until such time that either party chooses not to renew the Agreement.
3. LICENSE FEE. In consideration of the rights granted therein and in addition to all other duties and all other obligations contained herein of Licensee, Licensee shall pay to City on the first day of each month as described:
 - One Thousand Dollars (\$1000) per month from August 1, 2025 – July 31, 2026
 - Fees will increase 3% each year on August 1
 - Funds paid by check or electronic fund transfer to the City's designated account

4. LICENSEE USE OF BOATHOUSE FACILITY.

a. LICENSED PREMISES. Licensee is granted a license to use the interior areas of the Boathouse (the "Licensed Premises") and the designated portion of the fenced area attached to the Boathouse, as described in Exhibit A, for the purpose of conducting club membership activities and events.

b. PERMITTED ACTIVITIES. Licensee may use the Licensed Premises for hosting rowing events, training sessions, meetings, and other related activities consistent with the purpose of the Boathouse.

c. LIMITATIONS. Licensee shall not make any structural modifications, changes or alterations to the Boathouse without City's prior written consent after providing to City any and all applicable plans or any other documentation reasonably required by City. Maintenance and repair of the existing appearance of the Boathouse interior shall be at Licensee's expense, except for normal wear. Licensee acknowledges that the City is the owner of the Boathouse. Any additions of permanent fixtures to the Boathouse by Licensee shall require City's prior written consent and shall remain on the property of City upon termination of this Agreement. Removable Licensee equipment, such as; storage racks, furniture, boats, oars, etc. remain the property of the Licensee.

5. RIGHT AND DUTIES OF LICENSEE.

a. EXCLUSIVE USE. During the Term of this Agreement, Licensee shall have the exclusive right to use and possess interior areas of the Boathouse and the areas designated in Addendum A, subject to the City's right to use the outside surrounding areas and its right to enter for maintenance, repair, and inspection. It is expressly understood that the Licensee does not have exclusive use of any docks or mooring facilities located on the lake adjacent to or near the Boathouse Premises. Any such docks or mooring facilities shall be open to the public as may be determined by the City.

b. COMPLIANCE WITH LAW. Licensee shall perform all activities at the Boathouse in compliance with all applicable federal, state, local law; including, but not limited to Florida Public Records Law. Licensee shall be responsible for obtaining any permits or approvals required for its use of the Boathouse.

c. INSURANCE. Licensee shall maintain coverage as specified in Section 7, naming the City as additional insured.

d. FINANCIAL RESPONSIBILITY. Licensee shall be responsible for all maintenance and repair operating costs associated with its use of the Boathouse. Licensee shall be responsible for any taxes on its operations.

e. FINANCIAL REPORTING. Licensee shall provide to the City its annual financial statements detailing all revenues and expenses associated with the use of the Boathouse. Statements shall be delivered to the Parks and Recreation Director, or the Director's designee, no later than May 1 for activity the previous fiscal year (January 1 – December 31).

f. TOURISM IMPACT REPORT. Licensee shall submit a Quarterly Tourism Impact Report to the Parks and Recreation Director, or the Director's designee, each year, no later than February 1, May 1, August 1, November 1. The reports will include Activity/Event with dates, Attendance, Economic Contributions, Hotel Nights, plus any additional relevant data that would illustrate the events impact on Clermont's tourism economy.

g. MEMBER DEMOGRAPHIC REPORT. Licensee shall submit a demographic report to the Parks and Recreation Director, or Director's designee, on May 1 of each year. The report will include street name, city of residence, designation of youth or adult for each Member, Board Member, Activity participant.

h. USE OF ROWING COURSE

- i. Licensee shall notify the Parks and Recreation Director in writing a minimum of forty-five (45) days prior to any requested use of the rowing course.
- ii. Licensee shall not install the rowing course sooner than fourteen (14) days prior to any approved event date and shall remove the course (lane lines and buoys), except anchors, no later than fourteen (14) days after the approved event.
- iii. Licensee shall notify the Parks and Recreation Director in writing within twenty-four (24) hours of the course being removed.

6. DUTIES OF THE CITY.

- a. MAINTENANCE. The City shall maintain the unpaved grounds around the Boathouse, seawall, ramp, docks and shall be responsible for maintenance of the Boathouse structure including, but not limited to; HVAC, lighting, doors, plumbing, roof. The City will also maintain the race courses with the assistance of Licensee.
- b. SUPPORT. City shall provide reasonable support to Licensee including access to facilities and resources needed to operate the Boathouse.
- c. UTILITIES. The City, at the expense of the City, shall provide water, sewer, electric, trash services to the Boathouse Premises. City shall restore these services as quickly as possible in the event of interruption. All other services shall be the responsibility of the Licensee.
- d. ACCESS. The City shall have the right to access the Boathouse for inspection and maintenance. The City shall make reasonable effort to not interfere with Licensee use of the Boathouse.

7. INSURANCE.

- a. INSURANCE REQUIREMENTS. Licensee shall procure and maintain at its own expense general liability coverage which provides not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and not less than TWO MILLION DOLLARS (\$2,000,000.00) aggregate. City shall be named as additional insured.
- b. PROPERTY INSURANCE. Licensee shall provide insurance for any Licensee owned removable and temporary structures, personal property, equipment stored on the Boathouse Premises or inside the Boathouse structure.
- c. EVIDENCE OF INSURANCE. Licensee shall provide Certificates of Insurance to the City as evidence of compliance with Agreement requirements. City shall receive at least thirty (30) days written notice of any required insurance being canceled, reduced, or materially changed.

8. TERMINATION OF AGREEMENT.

- a. CONVENIENCE. Either party may, upon ninety (90) days written notice to the other party, terminate this Agreement for any reason whatsoever and without consequence or obligation of any kind.

b. CASUALTY. In the event that the Boathouse is destroyed or is rendered unusable then either party may terminate this Agreement upon five (5) days written notice.

c. EFFECTS OF TERMINATION. In the event of the termination, Licensee shall immediately relinquish the Boathouse Premises to the City and deliver to the City the Boathouse Structure and Premises in the same condition existing at the commencement of the Agreement with the exception of normal wear and tear.

9. INDEMNIFICATION. The provisions of this Section 9 shall survive the termination or expiration of this Agreement. Licensee agrees to indemnify, defend and hold harmless the City, its officers, and employees from and against any and all losses, claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses related to the defense of any claims, arising out of or resulting from Licensee's use of the Boathouse, except to the extent such claims are caused by the City's negligence or willful misconduct.

10. NOTICES. All notices required by this Agreement shall be in writing and delivered personally or sent by certified mail, return receipt requested, or by nationally requested overnight courier service to the parties at the address set forth below or by email if an email address is listed below or such other address as the party may designate in writing by similar notice:

To Licensee:

LAKE COUNTY ROWING ASSOCIATION, Inc.
Attn: President Mark Vantrease
PO Box 120173
Clermont, FL 34712

With a copy to:
Amanda Gale Alderman.
2139 White Feather Loop
Oakland, Florida 34787

To the City:
City of Clermont
Attn: City Manager
685 West Montrose Street Clermont, Florida 34711

With a copy to:
Christian W. Waugh, cwaugh@waugh.legal

11. NO AGENCY OR PARTNERSHIP. Licensee is an independent contractor under this Agreement. The City and Licensee are not partners, joint ventures, or principal or agent of the other.

12. MISCELLANEOUS

a. SEVERABILITY. Should any part of this Agreement be invalid or unenforceable it shall not affect the validity and enforceability of the remaining portions.

- b. LAW AND VENUE. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action based on this Agreement shall be in Lake County, Florida.
 - c. PUBLIC RECORDS COMPLIANCE. Licensee expressly understands the City must comply with Florida's Public Records law. Licensee agrees to comply with applicable requirements of Florida's Public Records Law.
 - d. AMENDMENT. This Agreement may only be modified in writing, signed by both parties.
 - e. WAIVER. The failure of either party to enforce any provision of this agreement shall not be deemed a waiver of the right to enforce that provision or any other provision in the future.
 - f. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral.
13. BOARD REPRESENTATION. The Licensee agrees to include a designated representative from the City as a Liaison to the Licensee's Board. The City will appoint a representative who shall receive the same notifications and as all Licensee Board Members. The City will appoint a replacement Liaison due to vacancy in a timely manner.
14. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable fees for attorney, court, related expenses (including tax), even if not taxable as court costs, including fees related to appeals in addition to any other relief such party or parties may be entitled.
15. UNAUTHORIZED ALIEN WORKERS. City will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act ("INA"). City shall consider employment by contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation shall be considered grounds for immediate cancellation of this Agreement by City.
16. VERIFICATION UNDER §787.06, FLA. STAT. The person signing on behalf of Licensee swears and affirms under penalty of perjury that Licensee does not use coercion for labor or services as defined in §787.06, Fla. Stat.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement is executed and shall be binding on the parties only after all parties have signed below and shall be effective as of the Effective Date.

THE CITY OF CLERMONT

LAKE COUNTY ROWING ASSOCIATION, INC.

Mayor, Tim Murry

Date: _____

President, Mark Vantrease

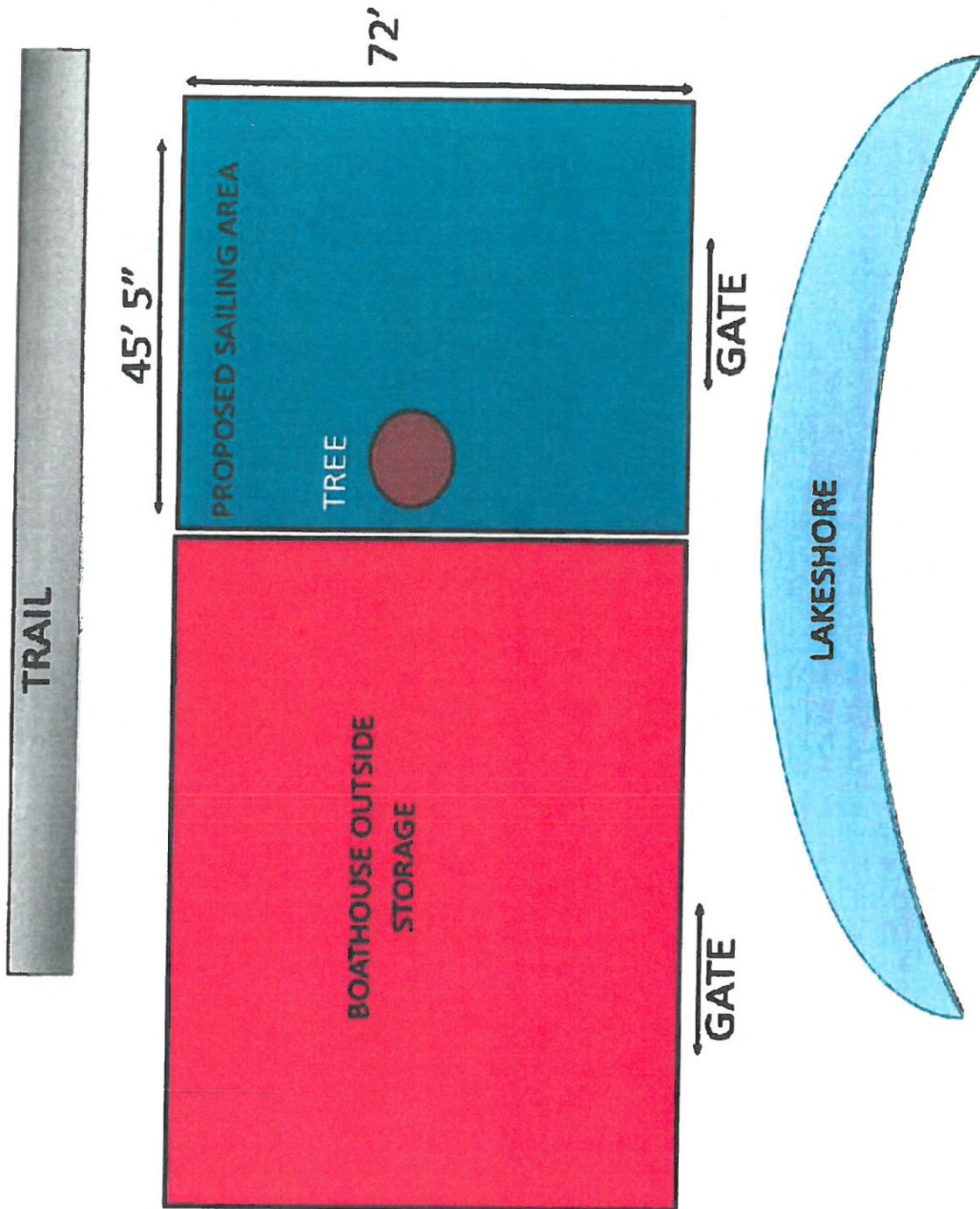
Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "A"

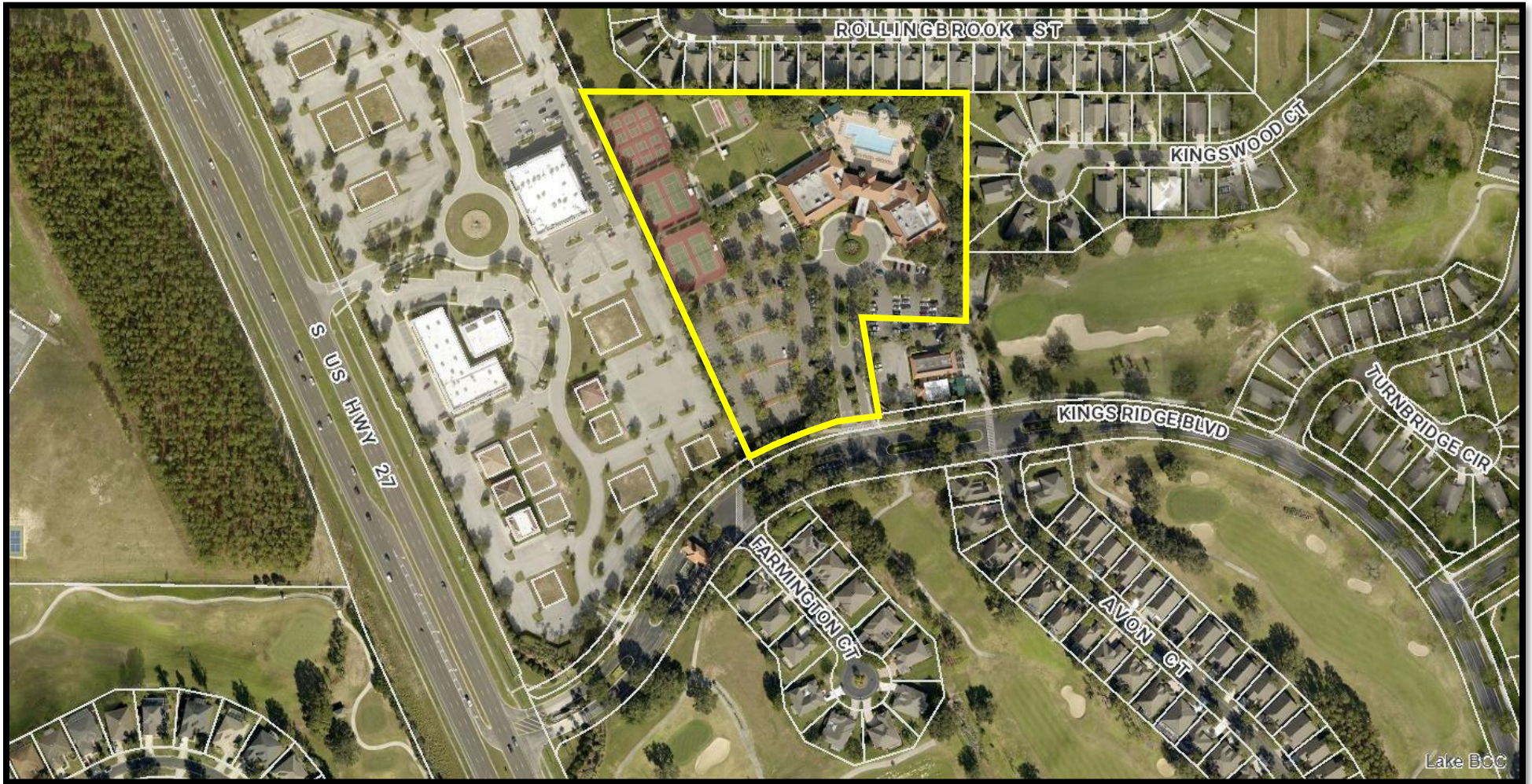


AGENDA ITEM

Meeting Date	
Tuesday, April 8, 2025	
Agenda Item Name	
Variance Request <i>Kings Ridge</i>	
Requested Action	
Recommend denial of the requested variance.	
Staff Report	
The applicant, Kings Ridge Community Association, has applied for consideration of a variance request to allow replacement of required canopy trees with understory trees. The applicant would like to remove 31 oak trees in the main clubhouse parking lot area and request replacement with understory trees. The applicant has indicated that the trees are undernourished due to the tree dripline being out over the parking lot asphalt. It has been indicated that the trees are underperforming and dying, and the association would like to replant them with 4-inch caliper Crêpe Myrtles, which is an understory tree. The variance request would be to Section 123-44 Vehicular Use Area Interior Landscaping of the City's Land Development Code.	
	
The applicant has provided justification for the removal of the trees, citing several issues with the primary issue of an incorrect-sized tree in the location. The applicant would like to avoid this situation in the future and replant with understory trees. The application appears to have been made through the HOA association, which would be in support of the request. Staff does not have the authority to grant the replacement of understory trees since it is not specifically addressed in the code and this is a unique situation.	
Section 101-246 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff have reviewed the application as presented and find the application does not meet a positive finding on <u>one</u> of the review criteria. Therefore, staff recommends <u>denial</u> of the requested variance to the Land Development Code.	
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.pdf
2. Justification Letter		Kings Ridge Justification Letter.pdf
3. Review Criteria-Kings Rdg Trees VAR		Review Criteria-Kings Rdg Trees VAR.pdf
4. Application		Application.pdf
5. Legal Ad		Legal Ad.pdf

Kings Ridge Community Association Tree Variance Location



The applicant, Kings Ridge Community Association, is requesting to remove 31 existing oak trees within the clubhouse parking lot area and replace with understory trees. The Land Development Code requires replacement with canopy trees and the applicant would like to plant Crepe Myrtles instead.

KINGS RIDGE

COMMUNITY ASSOCIATION, INC.

February 3, 2025

To Whom it may concern,

Kings Ridge Community Association variance request: remove 31 oak trees and replace with 34 Standard 4" caliper Muskogee Crepe Myrtles.

Issue:

Dying trees located in the Main Clubhouse parking lot.

In the late 1990's the oak trees were planted per Lake County approval of the Kings Ridge Master Plan by Lennar.

Oak tree driplines are too large for the confined space.

Current tree sizes in the parking lot are appx ½ or less than the oaks planted elsewhere in Kings Ridge.

These parking lot trees are dying due to lack of water and nutrients.

An arborist has indicated "the trees are under nourished due to the dripline being out over the parking lot asphalt"

Tree Drip Edge:

City code – Sec.123-1. Definitions

Dripline – an imaginary line on the ground defined by vertical lines which extend from the outermost tips of the tree branches to the ground.

Research of Oak tree driplines from various websites.

A trees dripline is the outermost circumference of the tree where most of its feeder roots are located. These roots are primarily responsible for nutrients and water absorption.

Current trees throughout Kings Ridge planted in the 1990's were "Live or Laurel" Oaks
average height 45' to 120'
average width 40' to 60' plus, to the end of the dripline.

The parking area consists of 5 center islands with end caps.

Average island sizes: Centers range from 9' to 14' with most areas 9'

End of islands (end caps) range from 9' to 19' over ¾ of them are 9'.

Total parking stalls

Handicapped spaces 14

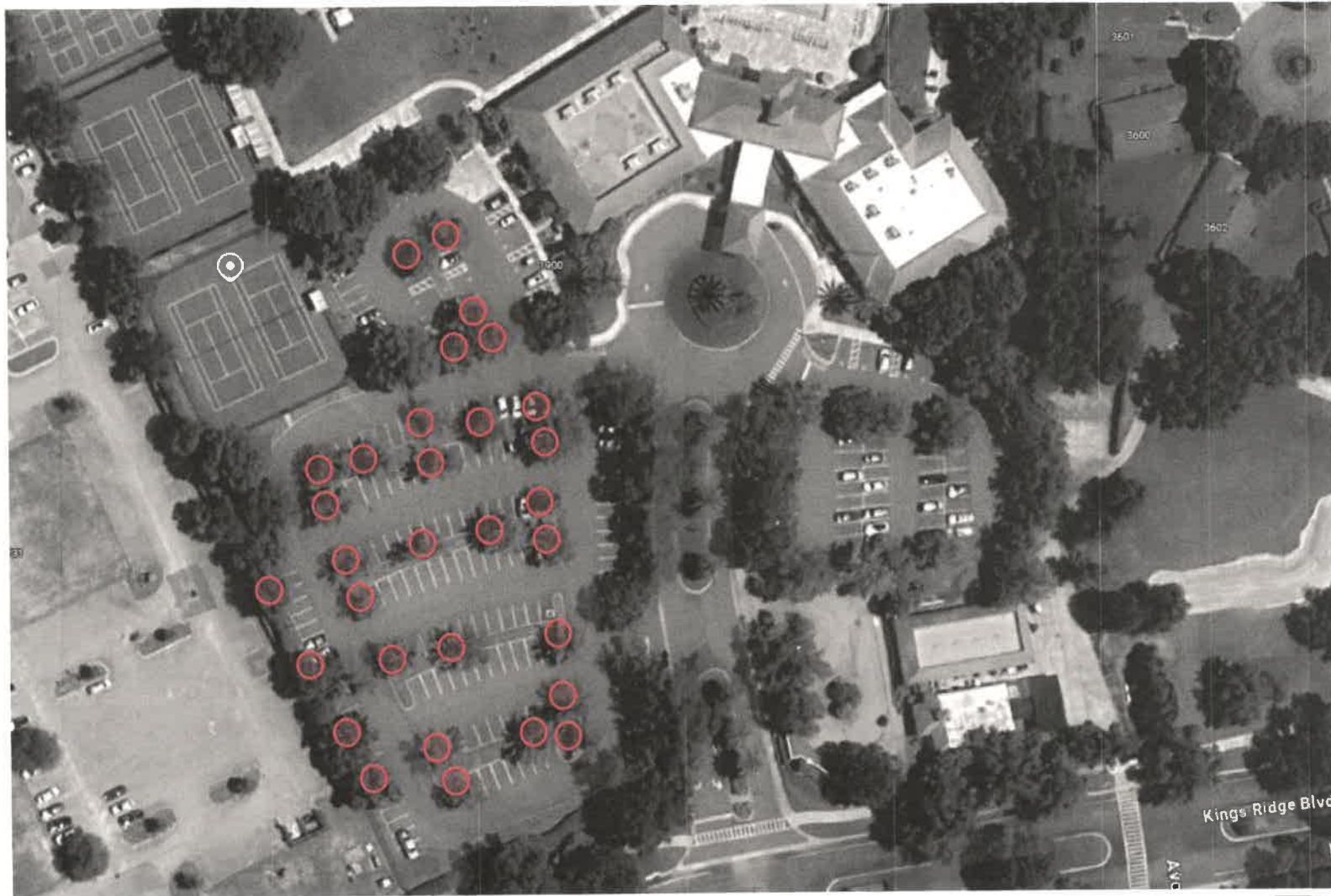
Regular spaces 140

Golf Cart spaces 11 with about ½ being handicapped

Kings Ridge cordially invites members of the City Council and others to visit and review the area. Curt Henschel has participated in several meetings at Kings Ridge and has reviewed the area to better understand the dilemma Kings Ridge faces: The wrong sized trees in location, for understory trees.

Respectfully submitted, Kings Ridge Community Association

Kings Ridge Site - Demolition Plan



 = (31) Tree To Be Removed

**DORA**
LANDSCAPING

Kings Ridge Tree - Installation Plan



● = (34) 4" Caliper - Standard "Muskogee" Crape Myrtle

Notes:

- All Areas to be mulched after tree installation
- All irrigation adjustments to be made at time of installation

DORA
LANDSCAPING

Kings Ridge Community Association Parking Lot – January 2025

Image 1



Image 2



Image 3



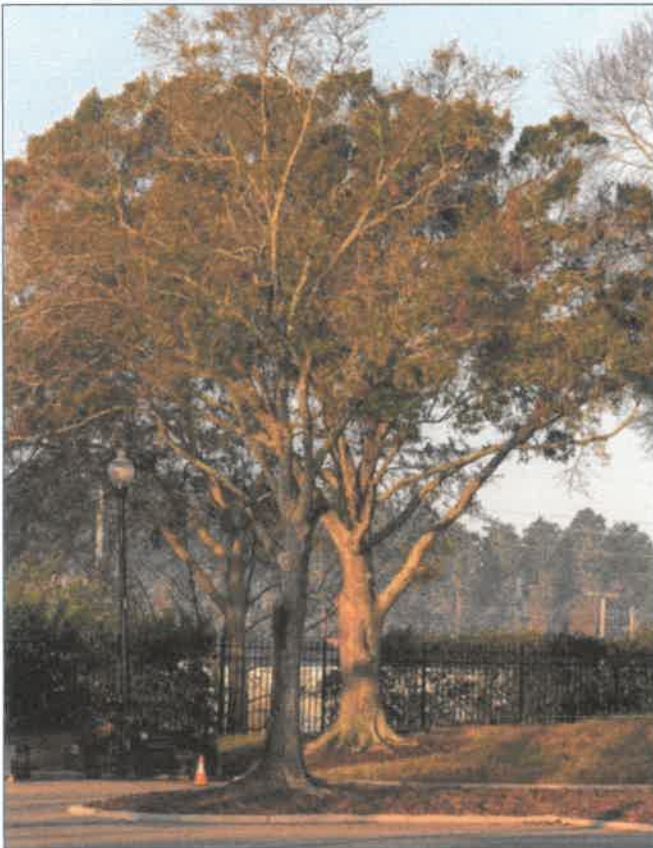
Image 4



Image 5



Image 6



Kings Ridge Community Association Tree 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: *The request is being made with the understanding that replacement trees will be installed. The trees will not be canopy, but understory. The request is not to remove without replacement, but to replace with smaller trees due to the limitation posed by the existing landscape islands.*

Staff comments: *The requested variance does not appear to be considered a negative impact to the nearby property owners since the trees are interior to the clubhouse area. In addition, the HOA is requesting the variance request.*

Positive 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: *N/A*

Staff comments: *While the applicant has indicated the necessity for removal of the canopy trees, staff is concerned this may lead to other developed properties in the same zoning category seeking a similar variance request.*

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: *N/A*

Staff comments: *Granting the variance would not impede any legitimate city objective.*

Positive finding

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

Applicant response: *Granting the variance would not violate the City's comprehensive plan.*

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

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: *No specific response*

Staff comments: *The variance request appears to be the minimum variance request in order to deal with the canopy trees and crowding in the landscape islands. With the offer of planting understory trees that may perform better in these locations, the applicant avoided a request for a total removal of the canopy trees and moving forward with a fee in lieu of replacement option.*

Positive 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 on one of the review criteria. Therefore, staff recommends denial of the requested variance to the Land Development Code.



CITY OF CLERMONT
VARIANCE
APPLICATION

DATE <u>2-5-2025</u>		FEE:	
Project Name (if applicable) <u>Kings Ridge Association Inc VARIANCE on TREES Replacement</u>			
Applicant <u>Kings Ridge Community Assn Inc</u>			
Contact Person <u>Christopher Weiss / Flori Barahona</u>			
Address <u>1900 Kings Ridge Blvd</u>		City <u>Clermont</u>	State <u>FL</u> Zip <u>34711</u>
Telephone <u>352-242-9653</u>		Fax	
Email <u>FBARAHONA@ISLANDMANAGEMENT.COM</u>			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name <u>Kings Ridge Community Assn. Inc</u>			
Owner Address <u>1900 Kings Ridge Blvd</u>		City <u>Clermont</u>	State <u>FL</u> Zip <u>34711</u>
Telephone <u>352-242-9653</u>		Email	
PROPERTY INFORMATION			
Address of Subject Property <u>1900 Kings Ridge Blvd</u>		City <u>Clermont</u>	State <u>FL</u> Zip <u>34711</u>
General Location <u>Clubhouse main parking lot - lots left side on south west side of Club house</u>			
Legal Description & Alternate Key (include copy of survey) <u>Property Record Card</u>			
Land Use (City verification required) <u>PLUD</u>			
Zoning (City verification required) <u>R-1</u>			



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:

What are you proposing to do that would require a variance and why? *Replace canopy trees w/
under story trees - canopy dying due to lack of space - SEE
Attachment*
How does the Code create a hardship? *SEC. 123-1 Definitions Regarding Driveline*

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

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;
- (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;



CITY OF CLERMONT
VARIANCE
APPLICATION

(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.

Christopher Weiss
Applicant Name (print)

Kings Ridge Community Assn Inc
Owner Name (print)

x [Signature]
Applicant Name (signature)

x [Signature]
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

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	

Date:	03/20/2025
Order Number:	11153337
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	41.0000
Height in Inches:	3.4000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	04/01/2025 - 04/01/2025	Public Notices
LEE dailycommercial.com	1	04/01/2025 - 04/01/2025	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$66.78
Tax Amount	\$0.00
Service Fee 3.99%	\$2.66
Cash/Check/ACH Discount	-\$2.66
Payment Amount by Cash/Check/ACH	\$66.78
Payment Amount by Credit Card	\$69.44

Order Confirmation Amount	\$66.78
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Ad Preview

LEGAL NOTICE

On Tuesday, April 8, 2025 at 3:00 PM the Clermont City Council will consider a request for the following variance: (1) to allow for under-story tree replacement instead of a canopy tree as required in Section 123-44 Vehicular Use Area Interior Landscaping, at the following location:

LOCATION

Kings Ridge

1900 Kings Ridge Blvd.

(Alternate Key 3859662)

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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

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

Tracy Ackroyd Howe, MMC

City Clerk

Daily Commercial

April 1, 2025 11153337

AGENDA ITEM

Meeting Date	
Tuesday, April 8, 2025	
Agenda Item Name	
Variance Request 3262 Hanging Tide Street	
Requested Action	
Recommend denial of the requested variance.	
Staff Report	
The applicant, Andreina Espina, has applied for a variance for improvements made at her home located at 3262 Hanging Tide Street in the Lakeview Preserve subdivision. The applicant had a paver patio and gazebo installed in her backyard that is intruding into the side and rear yard setbacks. The applicant did not receive a zoning clearance or permit for the improvements and the variance request is a result of a code enforcement case. The property is under the Lakeview Preserve Planned Unit Development, Ordinance No. 2022-041. The development standards within the PUD require a minimum rear yard setback for patios of 5 feet and 10 feet for the gazebo. The minimum side yard setback is 5 feet. Photographs of the improvements, field measurements, and applicant's submittal indicate intrusions into the side and rear setbacks. Since the lot has a rear property line that is curved, it is difficult to determine the actual setback from the rear property line. A survey of the lot with the improvements would confirm the actual setback distances. The applicant has submitted the variance request in hopes that it is approved in order to keep the improvements. The variance requests would be to Section 125-520 Special Setbacks of the City's Land Development Code.	
 	
City staff have reviewed the application request and find that the improvements could have met the code if a zoning clearance and building permit were applied for prior to installation and construction. The setbacks would have been identified during this process. In addition, a letter from the HOA would have been requested as well. The City does have correspondence from the HOA indicating opposition to the variance request.	
Section 101-246 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff have reviewed the application as presented and found the application does not meet a positive finding on three of the review criteria. Therefore, staff recommends denial of the requested variance to the Land Development Code.	
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.pdf	
2. Photos	Photos.pdf	
3. Plot plan	Plot plan.pdf	
4. Site Pictures	Site Pictures.pdf	
5. Email from HOA Manager	Email from HOA Manager.pdf	
6. Review Criteria	101-246 Review Criteria-3262 Hanging Tide Variance.pdf	
7. Application	Application.pdf	
8. Application Backup	Application Backup.pdf	
9. Special Warranty Deed	Special Warranty Deed.pdf	
10. Legal Ad	Legal Ad.pdf	

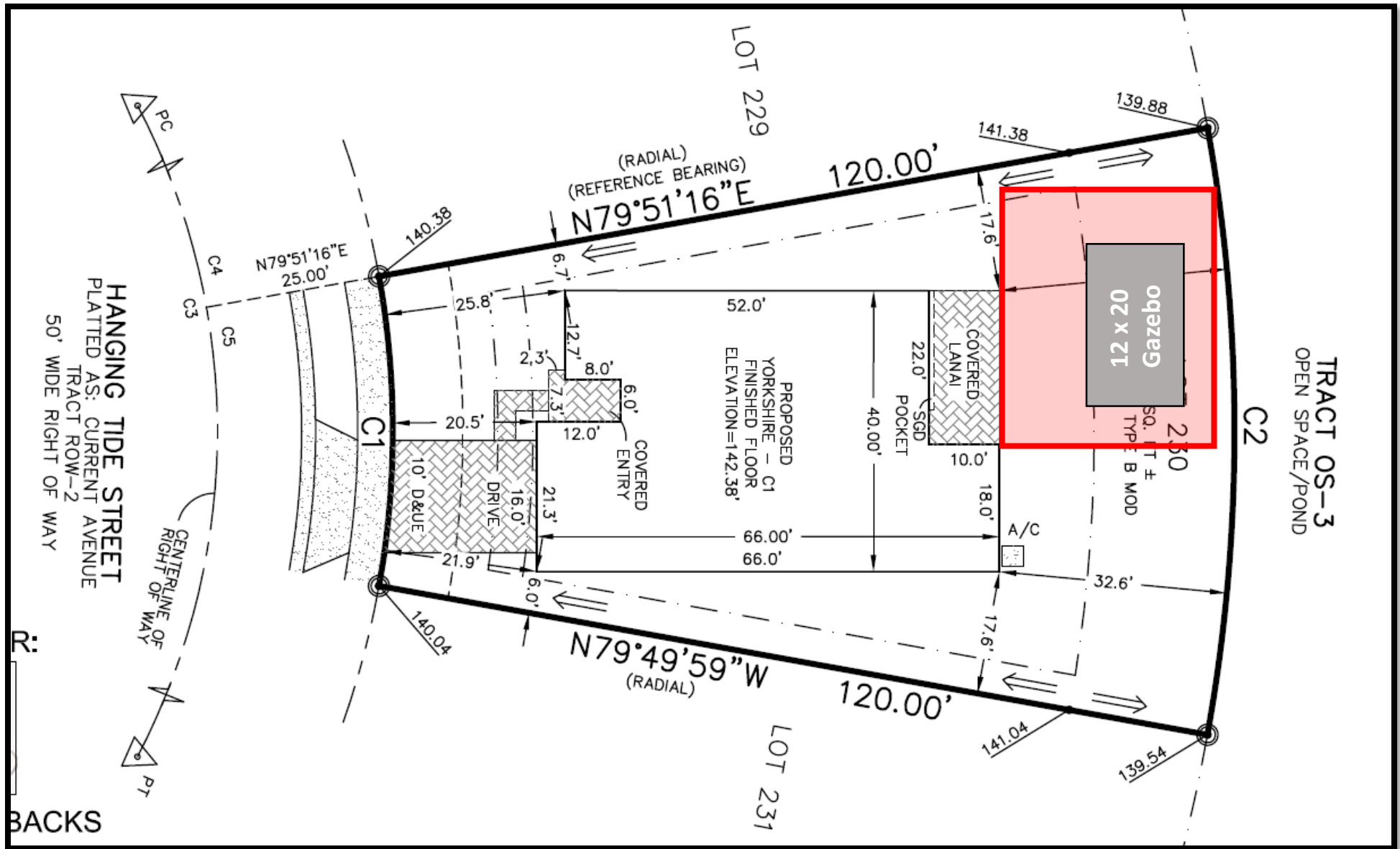
3262 Hanging Tide Street Location







3262 Hanging Tide Street Patio Area Variance



The applicant installed approximately a 35 foot by 35 foot patio (red area) area along with a 12 foot by 20 foot gazebo (gray area). The pavers appear to intrude into the 5 foot side and rear setback along with the gazebo intruding into the 10 foot rear structure setback. Without a survey of the constructed improvements in place, these dimensions are an estimate. No zoning clearance or permits were issued for this work and this is a pending code enforcement case.

3262 Hanging Tide Variance Pictures



3262 Hanging Tide Variance Pictures



3262 Hanging Tide Variance Pictures



3262 Hanging Tide Variance Pictures



3262 Hanging Tide Variance Pictures



3262 Hanging Tide Variance Pictures



Andrew Snodgrass

From: Jamie Stevens <jamie.stevens@premiermgmtcfl.com>
Sent: Friday, February 28, 2025 1:32 PM
To: Andrew Snodgrass
Subject: RE: [CAUTION] 3262 Hanging Tide-Gazabo added with no permit

Hello Officer Snodgrass,

I wanted to update you on the situation with the unauthorized gazebo at 3262 Hanging Tide Street.

We've tried working with the homeowner for months, but they've unfortunately chosen to ignore our notices. They submitted incomplete paperwork that doesn't match what they actually built - the gazebo is in a different location, and they never mentioned the lighting or concrete work that extends nearly to the property line. Even after the structure collapsed during the hurricane, they rebuilt it without approval, despite warnings from both our HOA and your Code Enforcement team.

This is why our board cannot support any variance request. We're reluctantly involving our attorney, as we've exhausted all friendly approaches. We'd appreciate if you could share our position with the council. We're simply asking that the rules be followed, just as they are for all our other residents.

Thank you for your help with this challenging situation.

Best regards,

Jamie Stevens, LCAM
Community Association Manager

Phone: (352) 432-3312 x 2100

Email:
Jamie.Stevens@premiermgmtcfl.com



Clermont Office:
1795 East HWY 50, Suite A
Clermont, FL 34711
www.Premiermgmtcfl.com

This email is intended only for the use of the party to which it is addressed and may contain information that is privileged, confidential or protected by law. If you are not the recipient you are hereby notified that any dissemination of this email or its contents is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Internet communications are not assured to be secure or clear of any inaccuracies as information could be intercepted, corrupted, lost, destroyed arrive late or incomplete, or contain viruses. Therefore, we do not accept responsibility for any errors or omissions that are present in this email, or any attachment, that have arisen as a result of email transmission.

From: Jamie Stevens
Sent: Monday, February 24, 2025 1:23 PM

3262 Hanging Tide Street - 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: *It will not affect the neighbors on either side because the code-required distances on either side will be maintained and there will be no construction in the rear.*

Staff comments: *The requested variance may be considered a negative impact to the nearby property owners due to the reduced setback, especially on the side yard setback. In addition, the HOA has provided a letter of opposition for the variance request.*

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: *We believe that it will allow reasonable use of the property because the adjacent property features a swimming pool accompanied by a screened porch.*

Staff comments: *By granting the variance, the property owner would be able to keep existing improvements. However, the extent of the setback encroachments is unknown since the City does not have verifiable documentation of measurements of the improvements and placement. The improvements are out of character with other properties in the same 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: *N/A*

Staff comments: *Granting the variance would not impede any legitimate city objective.*

Positive finding

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

Applicant response: *Granting the variance would not violate the City's comprehensive plan.*

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

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: *We propose that the gazebo distance be left at 7 feet as it is at the moment since behind the house there will be a wooded area where no construction will be done and the distance required by code from the houses on the sides I being maintained.*

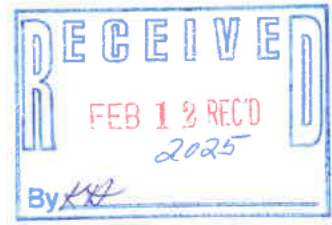
Staff comments: *The variance request could have been avoided if a zoning clearance and permit was issued prior to the improvements. It appears that there is sufficient area in the rear yard to accommodate majority of the improvements and meet the setbacks. Unfortunately, the improvements were made without verification of setbacks.*

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 on three of the review criteria. Therefore, staff recommends denial of the requested variance to the Land Development Code.



CITY OF CLERMONT
VARIANCE
APPLICATION



DATE 2/12/2025		FEE:	
Project Name (if applicable) 3262 Hanging Tide St Winter Garden FL 34787			
Applicant Andriana Espina			
Contact Person [REDACTED]			
Address 3262 Hanging Tide St City Winter Garden State FL Zip 34787			
Telephone		Fax	
[REDACTED]			
Owner's Name			
Owner Address		City	State
Telephone		Zip	
Email			
PROPERTY INFORMATION			
Address of Subject Property		City	State
3262 Hanging Tide St		Winter Garden	FL
General Location		Zip 34787	
property record card attached			
Legal Description & Alternate Key (include copy of survey)			
property record card attached			
Land Use (City verification required)			
Zoning (City verification required)			
PUD			



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:

PUA Setback requirements

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

we already install a gazebo and need a variance for setbacks.

How does the Code create a hardship?

it has a lot of work and money spend on the gazebo and it's not harming or bothering any neighbors. Also there is nothing on the back of the gazebo, meaning nooses.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

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;
- (2) The variance will allow a reasonable used of the property, which use in 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;



CITY OF CLERMONT
VARIANCE
APPLICATION

(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.

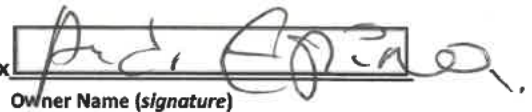
Andree Espino

Applicant Name (print)

Andree Espino

Owner Name (print)

x 
Applicant Name (signature)

x 
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

3262 HANGING TIDE ST.

Parcel Number: 01-23-26-0202-000-23000

Property Description: LAKEVIEW PRESERVE PHASE 2 PB 73 PG 34-38 LOT 230 ORB 5856 PG 691

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

We propose that the gazebo distance be left at 7 feet as it is at the moment since behind the house there will be a wooded area where no construction will be done, and the distance required by code from the houses on the sides is being maintained.

How does the Code create hardship?

Will the granting of the variance not cause or permit interference with the reasonable enjoyment of adjacent or nearby property owners or adversely affect the standard of living of the citizens of the city?

It will not affect the neighbors on either side because the code-required distances on either side will be maintained and there will be no construction in the rear.

The variance will allow a reasonable use of the property, not out of the ordinary with other properties in the same zoning category.

We believe that it will allow reasonable use of the property because
The adjacent property features a swimming pool accompanied by a screened porch.
Attached is a satellite photo of my property and the other houses.
There will be no construction at the back of my property.

FVZ DESIGN & CONSTRUCTION
License and Insurance
321-402-7875
fvzdesignconstruction@gmail.com



Date: 01/24/25
Name: Andreina and Euclides D Corona
Address: 3262 Hanging Tide St.
Phone: [REDACTED]

Variance Application Follow-up

Following up on your application for the variance that we brought to you on Wednesday, January 22, 2025. At the moment we would like to know how the application to the city went?.

Summary so far:

- During the documentation process we have done, we found that the distances required by the city are not in accordance with the distance that the gazebo has at the moment, something we had already discussed with you.
- Because of this, we personally approached the city and made sure of this information, the city confirmed that the distance of the gazebo does not meet the requirements
- In this case the city gives 2 alternatives; demolish or ask the city committee to do a variance
- Our suggestion is to submit the application
- The process for this request must be presented by the owner directly to the city committee
- Please note that the city told us that this request is a completely separate process from applying for a variance than a permit application.
- Once the request for the distances is accepted by the committee with this approval, the documentation process for the permit can continue.
- As I told Andreina, we will do everything in our power to help them, taking into account that we do not do paperwork for requests with the city

FVZ DESIGN & CONSTRUCTION
License and Insurance
321-402-7875
fvzdesignconstruction@gmail.com



Date: 01/24/25
Name: Andreina and Euclides D Corona
Address: 3262 Hanging Tide St.
Phone: [REDACTED]

Seguimiento de la aplicación de Variance

Dándole seguimiento a tu aplicación para la variance que les llevamos el miércoles, enero 22, 2025. ¿Por el momento nos gustaría saber cómo les fue en la aplicación a la ciudad?

Resumen hasta el momento:

- Durante el proceso de documentación que hemos hecho, encontramos que las distancias requeridas por la ciudad no están de acuerdo con la distancia que el gazebo tiene en el momento, algo ya habíamos hablado con ustedes.
- Nuestra sugerencia es enviar la aplicación
- El proceso para esta petición lo debe presentar el dueño directamente al comité de la ciudad
- Tenga en cuenta que la ciudad nos dijo que esta petición es un proceso completamente aparte de la aplicación para una Variance que la de una aplicación de permiso.
- Una vez acepten la petición de las distancias por parte del comité con esta aprobación, se podrá continuar con el proceso de documentación para el permiso.
- Como le dije a Andreina, nosotros haremos todo lo que este en nuestras manos para ayudarles, teniendo en cuenta que nosotros no hacemos papeleo de peticiones con la ciudad







PLOT PLAN

DESCRIPTION (AS FURNISHED)

LOT 230, LAKEVIEW PRESERVE PHASE 2

AS RECORDED IN PLAT BOOK 73, PAGE(S) 34-38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ON LOT CALCULATIONS		
LOT	= 7,870	SQ. FT.
LIVING AREA	= 1,648	SQ. FT.
GARAGE	= 848	SQ. FT.
ENTRY	= 85	SQ. FT.
LANAI	= 220	SQ. FT.
PATIO	= 0	SQ. FT.
DRIVEWAY	= 330	SQ. FT.
A/C PAD	= 8	SQ. FT.
WALKWAY	= 36	SQ. FT.
IMPERVIOUS	= 388	SQ. FT.
SOD	= 2963	SQ. FT.
OFF LOT CALCULATIONS	= 4,907	SQ. FT.
RIGHT OF WAY	= 488	SQ. FT.
DRIVE APRON	= 114	SQ. FT.
PUBLIC S/W	= 217	SQ. FT.
SOD	= 135	SQ. FT.
TOTAL AREA	= 4,336	SQ. FT.
DRIVEWAY	= 449	SQ. FT.
SIDEWALK	= 253	SQ. FT.
SOD	= 3,042	SQ. FT.

Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	46.31	125.00	20°48'45"	N02°09'00"E	84.00'
C2	95.88	245.00	20°18'45"	S00°00'00"E	86.00'
C3	187.06	100.00	90°00'00"	N10°27'04"E	141.45'
C4	49.89	100.00	87°54'12"	N23°20'30"W	42.37'
C5	114.48	100.00	94°38'48"	N22°39'10"E	108.34'

SFR



PREPARED FOR:



BUILDING SETBACKS

FRONT:	15'
GARAGE:	20'
REAR:	55' (FOR 60' & 60' LOTS)
REAR:	20' (FOR LOTS 70')
SIDE:	5'
SIDE STREET:	10'
SETBACK FROM HIGH WATER LINE:	50'

NOTES:

1. PROPOSED ELEVATIONS SHOWN HEREIN ARE BASED ON THE APPROVED ENGINEERING PLANS PREPARED BY MADDEN, MOONHEAD & STOKES, INC.
2. ELEVATIONS ARE BASED ON NAVD 1988 DATUM.

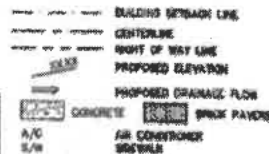
THIS PLOT PLAN IS INTENDED FOR PERMITTING PURPOSES ONLY. THIS IS NOT INTENDED FOR THE CONSTRUCTION OF THE PROPOSED STRUCTURE. THE CONTRACTOR AND/OR OWNER ARE REQUIRED TO VERIFY ALL SETBACKS, BUILDING DIMENSIONS, AND LAYOUT SHOWN HEREIN PRIOR TO ANY CONSTRUCTION.

THIS IS NOT A SURVEY
THIS IS A PLOT PLAN ONLY

FLOOD NOTE:
I HAVE DRAWN THE FIRM MAP NO. 120600000E, DATED 12-19-2012, AND FOUND THE SUBJECT PROPERTY APPEARS TO BE IN ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD FLOODPLAIN. THE SURVEYOR MAKES NO GUARANTEE AS TO THE ABOVE INFORMATION. PLEASE CONTACT THE LOCAL F.E.M.A. AGENCY FOR VERIFICATION.

BEARING BASIS:
BEARINGS SHOWN HEREIN ARE BASED ON THE NORTHERLY LINE OF LOT 230 BEING N79°51'16" E, PCA PLAT.

FIELD DATES	REVISED
SCALE: 1" = 32.0 FT	
APPROVED BY: <u>AS</u>	
JOB NO: 200808 LOT 230	
DRAWN BY: <u>MS</u>	
	PLOT PLAN 12-22-2020 JED



LEGEND:

- PI POINT OF INTERSECTION
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- SP SIGMA POINT
- PRC POINT OF REVERSE CURVATURE
- POC POINT OF COMPOUND CURVATURE
- TS TYPICAL
- CS CONCRETE SLAB
- PF PER PLAT
- CA CALCULATED
- PL PLAT BOOK
- PS PAGES
- SQ. FT. SQUARE FEET
- F.E.M.A. FEDERAL EMERGENCY MANAGEMENT AGENCY
- FIRM FLOOD INSURANCE RATE MAP
- NAVD 1988 NORTH AMERICAN VERTICAL DATUM
- DATE DATE
- DRN DRAINAGE EASEMENT
- UTILITY EASEMENT
- WALL EASEMENT



AMERICAN SURVEYING & MAPPING INC.

CERTIFICATION OF AUTHORIZATION NUMBER 18180943
3191 MAGNOLIA BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7270
WWW.AMERICAN-SURVEYING-AND-MAPPING.COM

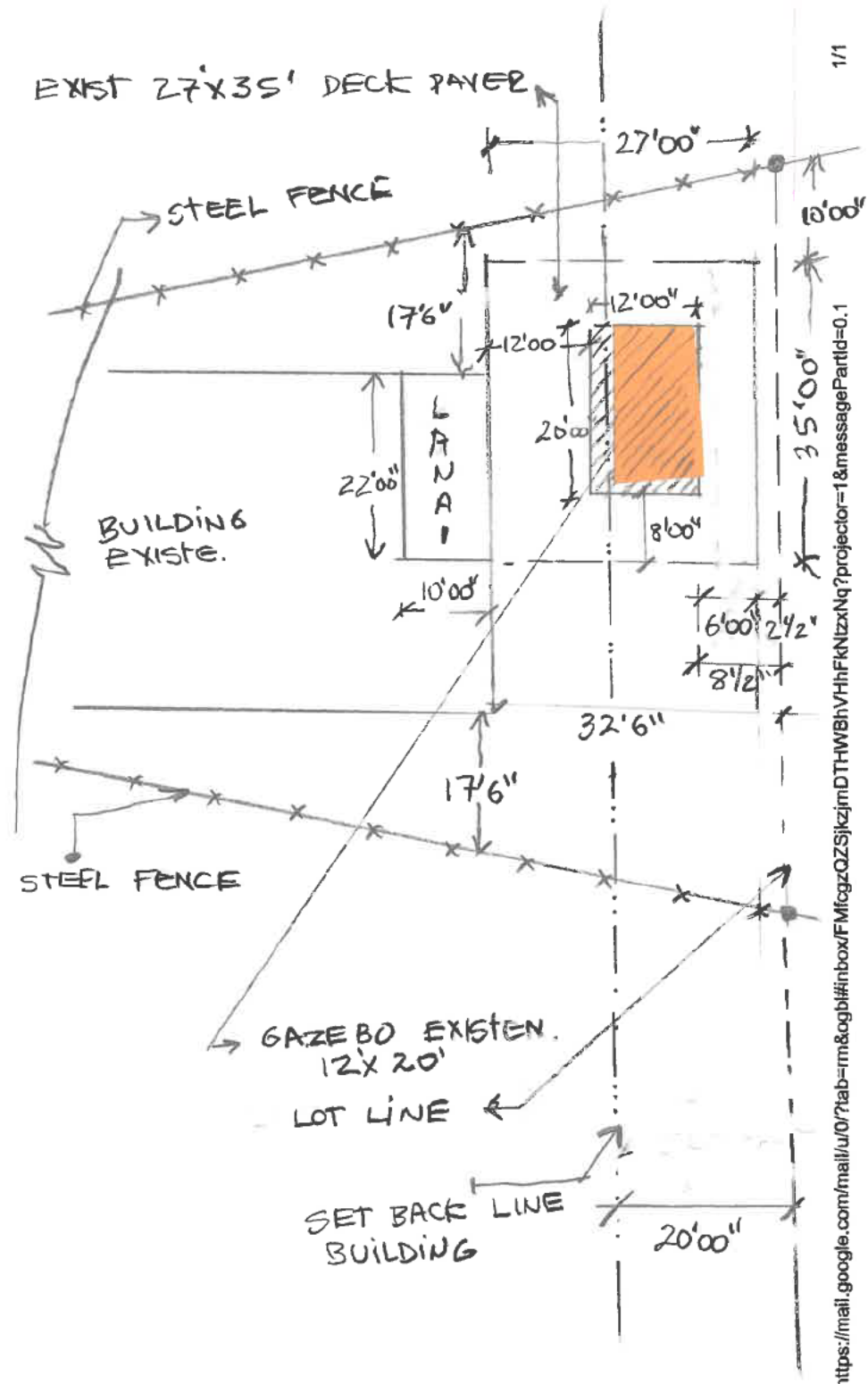
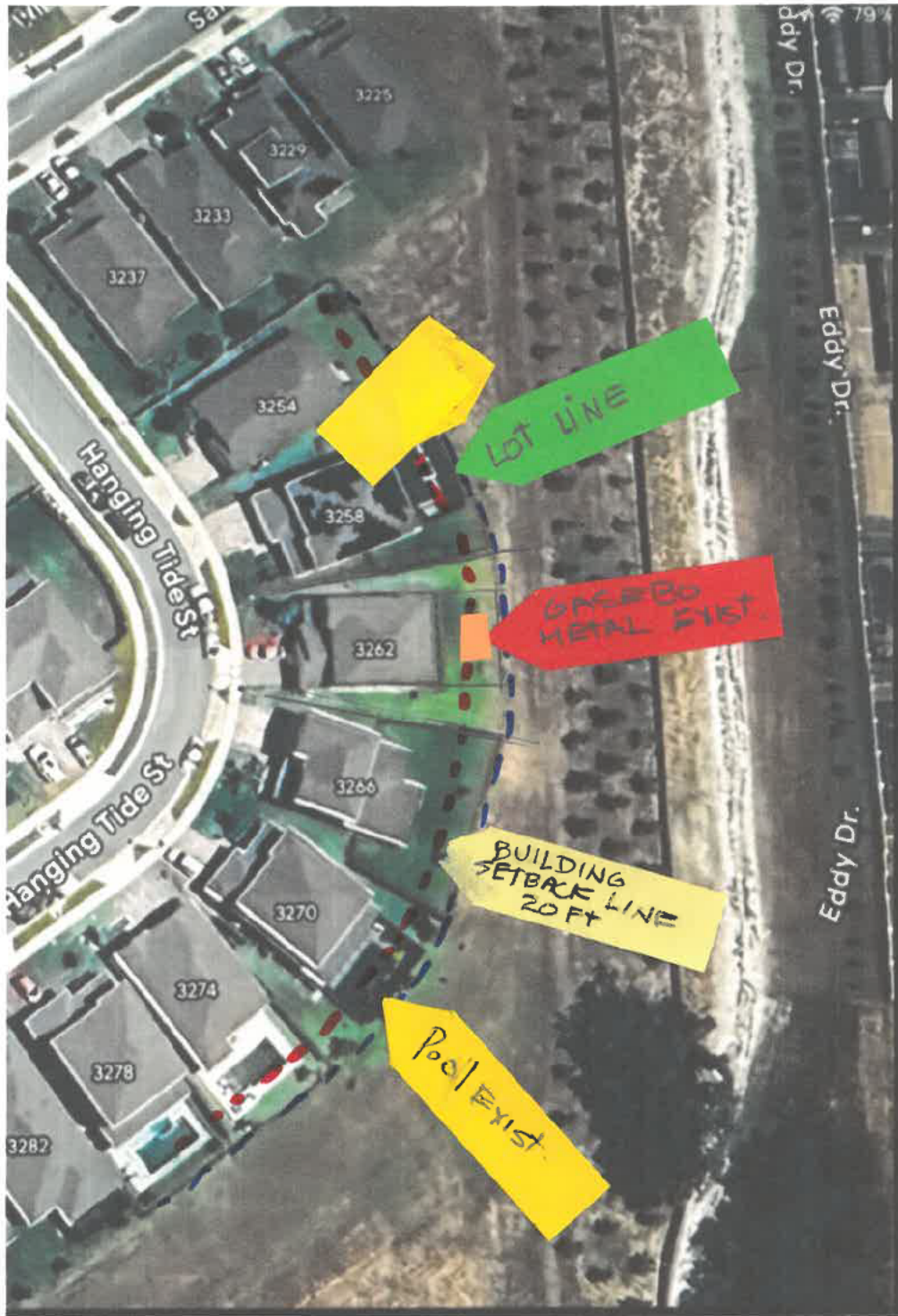
1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREIN FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. NOT VALID WITHOUT THE AUTHENTIC ELECTRONIC SIGNATURE AND THE AUTHENTIC ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

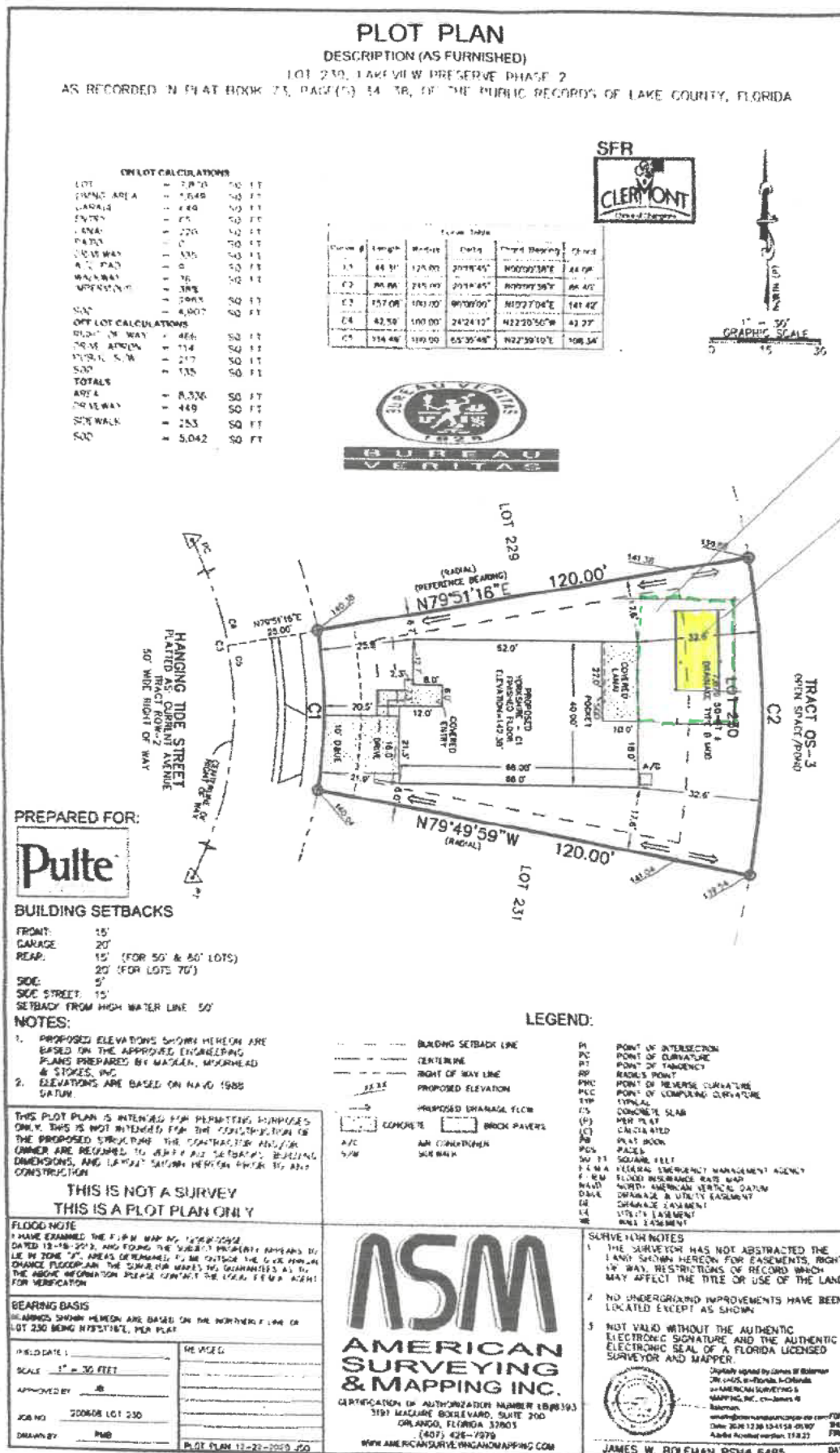


Digitally signed by James W. Boleman
DN: cn=J. W. Boleman, o=Florida, ou=Surveyors, email=jboleman@floridasm.com, c=US
Date: 2020.12.22 10:41:48 -0500
Firm: AS
Adobe Acrobat Version 11.0.27

JAMES W. BOLEMAN PSME 6485







Prepared By:

PGP Title of Florida, Inc., dba PGP Title
Attn: Cheryl Romanoski
4901 Vineland Road, Suite 400
Orlando, FL 32811

Return To:

PGP Branch Support Center

9111 Cypress Waters Blvd., Suite 200, Mail Code: BSC
Coppell, TX 75019

File No.: FL-210670

Property Appraiser's Parcel I.D. (folio) No.:
01-23-26-0202-000-23000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this December 6, 2021 by Pulte Home Company, LLC, a Michigan limited liability company existing under the laws of Michigan, and having its principal place of business at 4901 Vineland Road, Suite 500, Orlando, FL 32811 (the "Grantor"), and Euclides Daniel Corona Gutierrez and Andreina Chiquinquira Espina Castillo, husband and wife having a mailing address of 3262 Hanging Tide Street, Winter Garden, FL 34787, (the "Grantee");

*EDCH
ACCC*

(Which terms "Grantor" and "Grantee" shall include singular and plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN and No Dollars (\$10.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed and confirmed unto the Grantee, its successors and assigns forever, following described land situated in County of Lake, State of Florida, to-wit:

Lot 230, LAKEVIEW PRESERVE PHASE 2, according to the plat thereof, as recorded in Plat Book 73, Page(s) 34 through 38, of the Public Records of Lake County, Florida.

SUBJECT, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirements imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent to 2021, and any other matters referenced herein; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor, but against none other.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

(CORPORATE SEAL)



Pulte Home Company, LLC, a Michigan limited liability company

BY: Nancy Medina

Nancy Medina

Closing/Homebuyer Coordinator

Grantee Address:

3262 Hanging Tide Street
Winter Garden, FL 34787

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this December 6, 2021 by Nancy Medina, Closing Coordinator of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the limited liability company. He/she is personally known to me or produced as identification.

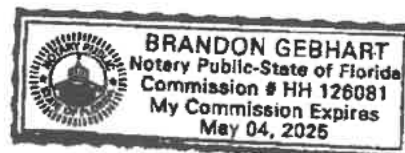
Notary Public

Brandon Gebhart

Printed Name

My Commission Expires:

(SEAL)



Signed, and sealed and delivered in presence of:

Witness Signature Cheryl Romanoski

Cheryl Romanoski

Printed Name of First Witness

Witness Signature Brenda Rivera

Brenda Rivera

Printed Name of Second Witness





Prepared By:

PGP Title of Florida, Inc., dba PGP Title
Attn: Cheryl Romanoski
4901 Vineland Road, Suite 400
Orlando, FL 32811

Return To:

PGP Branch Support Center

9111 Cypress Waters Blvd., Suite 200, Mail Code: BSC
Coppell, TX 75019

File No.: FL-210670

Property Appraiser's Parcel I.D. (folio) No.:
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(Which terms "Grantor" and "Grantee" shall include singular and plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN and No Dollars (\$10.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed and confirmed unto the Grantee, its successors and assigns forever, following described land situated in County of Lake, State of Florida, to-wit:

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IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

ENCR
ACCC

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	

Date:	03/20/2025
Order Number:	11153352
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	40.0000
Height in Inches:	3.3200

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	04/01/2025 - 04/01/2025	Govt Public Notices
LEE dailycommercial.com	1	04/01/2025 - 04/01/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$65.20
Tax Amount	\$0.00
Service Fee 3.99%	\$2.60
Cash/Check/ACH Discount	-\$2.60
Payment Amount by Cash/Check/ACH	\$65.20
Payment Amount by Credit Card	\$67.80

Order Confirmation Amount	\$65.20
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Ad Preview

LEGAL NOTICE

On Tuesday, April 8, 2025 at 3:00 PM the Clermont City Council will consider a request for the following variance: (1) to allow for a rear yard setback less than the code requirement of 10 feet, Section 125-520, Special Setbacks, at the following location:

LOCATION

3262 Hanging Tide Street
(Alternate Key 3921641)

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
April 1, 2025

#11153352 4/1/2025



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, April 8, 2025	
Agenda Item Name	
South Lake Chamber of Commerce	
Requested Action	
Provide Direction to Staff	
Staff Report	
The South Lake Chamber of Commerce is leasing approximately 50% of the office space at the Clermont City Center. The current lease is valid through March 31, 2027. The fee, which increases annually at a rate not to exceed 2%, is scheduled to be approximately \$1,195 per month as of April 1, 2025. The South Lake Chamber of Commerce desires additional space to meet their operational needs. The South Lake Chamber of Commerce requests the City approve a proposal to increase their office space at the Clermont City Center. Two proposals for consideration are: <u>Proposal 1</u> South Lake Chamber of Commerce is negotiating an increase in rent for all office space at the Clermont City Center. The City continues to provide staff for the Clermont City Center reception desk during business hours and continues to manage, schedule and supervise all Clermont City Center rentals. <u>Proposal 2</u> The South Lake Chamber of Commerce manages, schedules and supervises all aspects of the Clermont City Center and utilizes all office space. The city receives 50% of Clermont City Center rental revenue. The city and South Lake Chamber of Commerce each receive 50% of Highlander Building rental revenue. In calendar year 2023, 168 rentals (excluding City and South Lake Chamber of Commerce usage) were scheduled at the Clermont City Center. The rentals generated approximately \$80,000 in revenue. In calendar year 2024, 180 rentals generating approximately \$90,000 were scheduled at the Clermont City Center. The cost for the City to staff the Clermont City Center reception desk for all business hours with part-time staff is approximately \$36,000 annually. The staff cost for the city to monitor Clermont City Center after-hours rentals in 2024 was approximately \$15,000. Revenue from after-hours rentals at the Clermont City Center in calendar year 2024 was approximately \$72,000. Clermont City Center maintenance will remain the responsibility of the City. The City expects the annual maintenance expense to be approximately \$25,000.	

SUMMARY TABLE		
		Calendar 2024
Revenue		
Chamber Building Lease	\$	13,740
Facility Rentals		18,000
After Hours Rentals		72,000
Estimated Revenue		103,740
Expenses		
Staffing (business hours)		36,000
Staffing (after hours)		15,000
Maintenance		25,000
Estimated Expenses		76,000
Revenue over/(under) Expenses	\$	27,740
Additional Analysis		
Fiscal Impact Summary		
City Center operations and the two proposals are General Fund budget considerations.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2017-48	2017-48.pdf	
2. Contract 2021-051A	Contract 2021-051A.pdf	
3. Chamber Rent Chart	Chamber Rent Chart.docx	
4. Chamber Proposal 2025	Chamber Proposal 2025.pdf	

LEASE

THIS LEASE made and entered into this 14th day of February 2017, by and between the CITY OF CLERMONT, a Florida municipal corporation whose address is 685 W. Montrose Street, Clermont, FL 34711, hereinafter "Landlord" and SOUTH LAKE CHAMBER OF COMMERCE, INC. a Florida Non-Profit Corporation, whose address is 620 W. Montrose St., Clermont, FL , 34711, hereinafter "Tenant".

WITNESSETH THAT:

Upon the terms and conditions hereinafter stated, and in consideration of the payment hereinafter stipulated and the performance by the Tenant of the covenants herein contained, the Landlord does hereby lease, let and demise unto the Tenant, and the Tenant does hereby rent, lease and hire from the Landlord, upon the terms and conditions hereinafter stated, the Premises, as described below.

1. Premises

The Premises that shall be the subject matter of this lease agreement and to which Tenant shall be entitled to occupy in accordance with the terms hereof, shall be that certain portion of the Clermont Community Center as set forth in the building plan attached hereto as Exhibit "A". In addition to the office space, the Premises shall include access to and use of the lobby and restroom facilities, and use of the following areas:

a. General meeting space: One (1) time per month, Tenant shall have the right to use a general meeting room at the Clermont Community Center for Tenant's use as part of its usual business operation. The specific space to be used hereunder shall be at the discretion of Landlord, subject to availability and reserved by Tenant at least thirty (30) days in advance.

b. Large meeting space: Three (3) times per month, Tenant shall have the right to use two-thirds of the large meeting room at the Clermont Community Center for Tenant's use as part of its usual business operation. The specific space to be used hereunder shall be at the discretion of Landlord, subject to availability and reserved by Tenant at least ninety (90) days in advance.

c. Board Room: Three (3) times per month, Tenant shall have the right to use the Board Room at the Clermont Community Center for Tenant's use as part of its usual business operation and subject to availability.

d. Tenant agrees and acknowledges that any use in excess of that as described in a., b. and c. above shall require Tenant to pay applicable user fees as established by Landlord for the general public.

2. Term of Lease

This Lease shall be effective as of April 1, 2017 (the Commencement Date) and shall end on the fifth (5th) annual anniversary thereafter unless terminated as provided herein). The parties agree that provided the Tenant is not in default of any of the terms and conditions contained herein, the Lease term may, at Tenant's option, be extended for one successive five (5) year term.

3. Rent

The Tenant hereby covenants and agrees to pay the Landlord at its office or at other place as the Landlord may from time to time designate, as rent for the Premises, beginning on the Commencement Date and continuing on or before the first day of each month thereafter without notice or invoice as follows:

For the initial term of this Lease as to established under the provisions Paragraph 2 of this Lease, annual rental for the Premises shall be TWELVE THOUSAND TWO HUNDRED AND FORTY-FOUR DOLLARS and 80/100 (\$12,244.80) per year payable in equal monthly installments of ONE THOUSAND TWENTY DOLLARS and 40/100 (\$1,020.40) plus applicable sales tax, without offset or deduction except as otherwise set forth in this Lease. Each year during the initial term, as of the anniversary of the Commencement Date, the rental amount as set forth above, shall be adjusted and increased by the lesser of the applicable Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor (the Price Index) as of the anniversary date or TWO PERCENT (2%).

4. Option to Renew.

If Tenant is not in default under this Lease or any term hereof, Landlord grants to Tenant the option to renew and extend the term of this Lease for one (1) additional five (5) year term, which option shall be exercised by Tenant giving written notice to Landlord at least ninety (90) days before the expiration of the original term or any extension thereof. The rent for each extension term shall be the annual rent as of the expiration of the prior initial or renewal term (the Renewal Rate). Thereafter, each year during each renewal term, as of the anniversary of the Commencement Date, the Renewal Rental Rate as set forth above, shall be adjusted and increased by the greater of the applicable Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor as of the anniversary date or TWO PERCENT (2%).

5. Acceptance of Premises, Signage, Use and Care of Leased Premises

A. Tenant acknowledges and agrees that the Premises are acceptable to the Tenant, without any defect or claims.

B. Tenant shall be entitled to maintain, at its expense, signage as approved by Landlord, in the reception area of the Clermont Community Center. Tenant shall not install or place any other signage, either permanent or temporary, of any kind on the exterior of the Clermont Community Center or anywhere outside of the interior portion of the Premises without Landlord prior written approval.

C. The above-described Premises shall be used by the Tenant for administrative offices and similar uses associated with Tenant's business operation. The Tenant's use shall be in accordance with all applicable laws and regulations.

D. The Tenant shall use and occupy the Premises in a careful, safe and proper manner and shall keep the Premises in a clean, sanitary and safe condition. The Tenant shall not use, or allow the Premises to be used for any purpose other than Permitted Uses and shall not use, or permit the Premises to be used for any unlawful, disreputable or immoral purpose or in any way that will injure the reputation of the Property or Landlord.

6. Peaceful Occupancy by Tenant

If Tenant shall fully observe and perform all of the covenants and conditions of this Lease on its part to be performed, the Landlord hereby covenants and agrees that the Tenant shall have the peaceful possession and quiet enjoyment of the Premises during the term hereof without any manner of interference or hindrance from the Landlord or any person or persons, lawfully claiming by, through or under the Landlord.

7. Utilities and Other Charges

Tenant agrees to pay for all insurance, telephone, internet, cable television and cleaning and janitorial services associated only with Tenant's use of the Premises. Landlord shall pay for electricity and water and sewer utility charges for the Clermont Community Center.

8. Repairs

A. Landlord shall keep and maintain the Clermont Community Center, including all HVAC systems in good condition and repair, reasonable wear and tear excepted.

B. Tenant shall keep and maintain the Premises in good condition and repair, reasonable wear and tear excepted.

C. The Tenant shall act promptly in making all reasonable repairs and shall have a reasonable time to complete the same unless Tenant is prevented from doing so by reason of strikes, governmental regulation, inability to obtain materials or other causes beyond the reasonable control of the Tenant.

D. In the event the Tenant does not make the repairs to the Premises required of it hereunder, the Landlord, after ten (10) days written notice to the Tenant, may proceed with such repairs and in such event the Tenant covenants and agrees to reimburse promptly the Landlord for the cost of such repair, plus ten percent (10%) of such costs for supervision. In such event, if payment of the amounts due the Landlord for paying the performing party is not made by the Tenant within thirty (30) days after presentation of statements therefore, such amounts shall earn interest at the maximum rate allowable by law and shall constitute a default of the terms and conditions of this agreement.

9. Insurance - Provided by Tenant

A. The Tenant covenants and agrees to provide and maintain, at all times during the term of this Lease policies of insurance insuring the Tenant and the Landlord against any and all claims, demands, actions and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management and control of the Premises and the improvements thereon. Such policies of insurance shall insure the Landlord and the Tenant in an amount not less than ONE MILLION DOLLARS (\$1,000,000) to cover claims of any one person from any single or specific cause and in an amount not less than TWO MILLION DOLLARS (\$2,000,000) to cover, in connection with any one particular accident or occurrence, the total aggregate of claims that may arise or to be claimed to have arisen against the Landlord or the Tenant, as aforesaid. Nothing herein shall be construed as a waiver, either in whole or in part of City's right of sovereign immunity as provided by Section 768.28, Florida Statutes, or its successor.

B. The Landlord will review the aforementioned liability coverages every five years, beginning as of the Commencement Date to verify the average market or industry standard for liability insurance related to the operation of an office to determine if there is sufficient liability coverages. If the Landlord, after review of the surveys, acting reasonably, deems the liability coverages are inadequate, Tenant shall supply the coverage Landlord, acting reasonably, deems to be adequate at that period in time. At no time shall liability coverages ever decrease below what is stipulated in the preceding paragraphs.

10. Construction Liens

Any consent Landlord may give to Tenant to allow Tenant to construct improvements on the Premises including any alterations or additions thereto shall not be deemed improvements as may be required by an agreement between Landlord and Tenant, within the meaning of the Florida Construction Lien Law. All contractors, subcontractors, mechanics, laborers, materialmen and others who perform any work, labor or services, or furnish any material or otherwise participate in the construction of improvements on the Premises, are hereby given notice that the Tenant is not authorized to subject Landlord's interest in the Premises to any claim of contractors, sub contractors laborers, materialmen's liens, or other liens, and all persons dealing directly or indirectly with the Tenant may not look to the interest of the Landlord in the Premises as security for payment of such labor, services or materials.

If any Construction or other liens shall be filed against the Premises, or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the Tenant or at or on the Premises, at the Tenant's request or direction or by reason of any changes, alterations or additions to the Premises, then, except for inchoate liens, the Tenant shall, within thirty (30) days after receipt of written notice from Landlord, either pay such lien or cause the same to be bonded off the Premises in the manner provided by law. The Tenant shall also defend on behalf of the Landlord, at the Tenant's sole cost and expense, including but not limited to reasonable attorney fees, any action, suit or proceeding which may be brought for the enforcement of such liens and the Tenant shall pay any damage and discharge any judgment entered thereon.

11. Entry Upon the Premises

The Tenant covenants and agrees that the Landlord, its representatives, successors and assigns, shall have free access to the Premises at all reasonable times for the purpose of inspecting the same and for the purpose of making any alterations or repairs to the Premises that the Landlord may deem necessary for the safety or preservation of the Premises; provided, however, that such alterations or repairs have not been made by Tenant after written notice to Tenant of the necessity therefore in the time period specified by Landlord.

12. Hold Harmless

A. The Tenant covenants and agrees that the Tenant will indemnify and save harmless the Landlord from and against any and all liability, liens, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any kind, whether actual or alleged, arising from or related to, the use, occupation, management or control by Tenant of the Premises and the improvements thereon, or which may be the result of any actual or alleged breach, violation or nonperformance of any covenant, condition or agreement herein contained on the part of the Tenant except for claims based on the willful or negligent acts or inactions of Landlord. The Tenant covenants and agrees that the Tenant will, at the Tenant's expense, defend any and all such actions, suits or proceedings which may be brought against the Landlord or in which the Landlord may be impleaded with others in any such action or proceedings, at all levels, including appeal, to which the Landlord may be a party.

B. In the Event the Tenant fails to perform under the provisions of A. above, within ten (10) days after due notice, the Landlord may at its option, take whatever reasonable action the Landlord reasonably deems necessary to cure the Tenant's failure to perform, and the Tenant agrees to pay the Landlord as additional rent hereunder for all damages, costs, fees, expenses, judgments, charges and reasonable attorneys' fees incurred by the Landlord in exercising its rights under this Lease.

13. Destruction of Premises

A. The Landlord and the Tenant covenant and agree that in the event the Premises shall be wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent that the Premises shall be rendered wholly untenable, then Tenant may elect, within twenty (20) days after such damage, to terminate this Lease by giving the Landlord written notice of termination. If Tenant should so elect, if requested by Landlord, Tenant agrees to restore the premises to its condition immediately prior to the effective date of this Lease. If the Premises shall suffer damage but not rendered wholly untenable by any such casualty, or in the event the Premises are rendered wholly untenable and the option to terminate is not exercised, the Tenant covenants and agrees to proceed promptly without expense to the Landlord to repair the damage. It is understood and agreed that the Tenant shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts and causes beyond the control of the Tenant, which causes shall not be construed as limited factors, but as exemplary only. Tenant's Insurance proceeds shall be used, to the extent available, to effect such repairs.

14. Removal of Personal Property by Tenant

A. Except as hereinabove otherwise provided, all of the furniture, furnishings, trade fixtures, and other personal property or equipment used on the Premises by the Tenant and paid for by it shall remain the property of the Tenant and may be removed by the Tenant upon the expiration of the term, or termination, of this Lease, subject, however, to the limitations that (1) any such improvements, furniture, furnishings, trade fixtures, and equipment as are affixed to the Premises and require severance may be removed only if the Tenant shall repair any damage caused by such removal, and (2) the Tenant shall have fully performed all of the covenants and agreements to be performed by it under the provisions of this lease.

B. The Landlord, following the termination, abandonment, surrender or release of this Lease, shall have the right to take possession of any goods, equipment, inventories, fixtures or other personal property of the Tenant which may be left upon the Premises, and may dispose of said property at a time and place designated by the Landlord's sole opinion, and upon notice of such disposition to any necessary parties. Any proceeds from such sale, lease or other disposition of the said property may be applied to:

1. Any costs incurred by the Landlord in retaking, holding, selling or otherwise disposing of the said property of the Tenant;
2. Any monies, which may be owing and unpaid under the provisions of this Lease Agreement;

15. Default

The following events shall constitute defaults hereunder by the Tenant:

A. Monetary Default. Failure to pay any charges required under the provisions of this Lease promptly when due;

B. Non-Monetary Default. Failure to fully and promptly perform and comply with each and every term, provision, covenant and condition of this Lease except for a Monetary Default as defined above.

C. An Event of Default shall have occurred in the event of a Monetary Default by Tenant and the continuance of such default for a period of three (3) days after written notice thereof, or in the event of a Non-Monetary Default and the continuation of such Non-Monetary Default for a period of twenty (20) days after written notice thereof, the Landlord may, at the Landlord's option and sole discretion, and in addition to any other remedy or right given hereunder or by law, without further demand or notice terminate this Lease on the date specified in said notice and retake possession of the Premises, including all improvements thereon. The remedies set forth herein shall not preclude the Landlord from enforcing any other remedy or right provided to the Landlord hereunder or by law. In all events, the Tenant shall remain liable for the payment of any and all reasonable attorneys' fees and costs incurred by Landlord in enforcing any remedy set forth herein or provided by law or otherwise.

16. Termination for Convenience

Either party may terminate this agreement without cause upon delivery to the non-terminating party a written notice of intent to terminate one (1) year prior to the effective date of the termination. The Notice shall be delivered by registered or certified mail to the address listed herein.

17. Force Majeure

Whenever any non-monetary performance is required of Tenant hereunder, then Tenant will be permitted to effect such performance within the time period provided therefore in this lease, or if, for reasons beyond Tenant's reasonable control (including, without limitation, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond Tenant's reasonable control, provided that Tenant commences such performance (or cure) as soon as reasonably possible and diligently pursues such performance or cure.

18. Bankruptcy of Tenant

To the extent now or hereinafter permitted by applicable law the filing by, or against Tenant of a petition in bankruptcy or other similar proceedings under law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator, or trustee in bankruptcy of the Premises and improvements thereon and such petition or petitions is not discharged or vacated within one hundred twenty (120) calendar days after the filing thereof; or if Tenant becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of creditors or request or consents to the appointment of a receiver, custodian, liquidator or trustee in bankruptcy of any such party's property or files a petition in bankruptcy or other similar proceedings under law for relief of debtors, then upon the occurrence of any of the above events, Landlord may, at its option, declare Tenant in default hereunder and immediately give Tenant written notice of its intention to terminate this Lease.

19. Cumulative Rights/Waiver of Covenants by Landlord

The rights of the Landlord under this Lease shall be cumulative and nonexclusive as to those provided by statute. No consent or waiver by the Landlord to or of any breach of any covenant, condition or duty of the Tenant shall be construed as a consent to or waiver of any other breach of the same or any other covenant, condition or duty of the Tenant. No such consent or waiver shall be valid unless in writing, signed by the Landlord, and no such consent or waiver shall be implied by the failure of the Landlord to declare a forfeiture or for any other reason.

20. Subletting of Premises by Tenant

Tenant may not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease, or an interest therein, nor sublet the Premises or any part thereof, nor permit the use of the Premises by any person other than the Tenant and its employees, without the prior written consent of the Landlord. Consent to one assignment or sublease shall not eliminate or waive this provision, and all other assignments and subleases shall likewise be made only upon the prior written consent of the Landlord pursuant to the provisions of this Paragraph.

21. Surrender of Premises Upon Termination

The Tenant covenants and agrees that upon the termination of this Lease, whether by lapse of time or otherwise, it will, at once, peaceably and quietly, vacate, surrender and deliver up to the Landlord, all of the Premises in as good condition and repair as upon delivery of possession to the Tenant, ordinary wear and tear and damage by fire or other casualty only excepted.

22. Time

It is covenanted and agreed between the parties hereto that time is of the essence in this Lease and this provision shall apply to all terms and conditions contained herein.

23. Mutual Covenants

Except as hereinbefore or otherwise specifically provided, the covenants, agreements, conditions, obligations and provisions herein contained shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and wherever either the word "Landlord" or "Tenant" is used in this Lease, it shall be deemed to mean "Landlords" or "Tenants", respectively, wherever the context permits or requires, and when the singular and/or neuter pronouns are used herein, the same shall be construed as including all persons and corporations designated respectively as Landlord or Tenant in the heading of this instrument wherever the context requires.

24. Attorneys' Fees

Landlord and Tenant each agree to pay to the prevailing party, on demand, all costs and expenses and reasonable attorneys' fees, including costs and expenses and reasonable attorneys' fees, at all levels, including bankruptcy and appeal, incurred by the prevailing party with respect to the enforcement or declaration of any of the rights or remedies or obligations of either of them, whether arising under this Lease or granted, permitted or imposed by law or otherwise, and with respect to the collection of any part of said rent or other charges and sums of money herein reserved or required by either of them to be paid or met.

25. No Partnership

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of Tenant's business or otherwise, or a joint venturer, or member of a joint enterprise with Tenant.

26. Liability of Landlord

Landlord shall not be responsible in any manner for any loss of or damage to the Premises, or injury to persons resulting, occurring on or about the transfer station, by reason of any future condition, defect, matter, thing, action or inaction, or for the acts, omissions or negligence of other persons or Tenant in or about said premises, unless said injury or loss results from the direct negligence of Landlord. Nothing herein shall be construed as a waiver, either in whole or in part of Landlord's right of sovereign immunity as provided by Section 768.28, Florida Statutes, or its successor.

27. Dispute Mediation

Any dispute arising out of this Agreement, the construction, interpretation or performance thereof, shall be submitted to non-binding mediation by a duly qualified and certified mediator practicing in Lake County, Florida, and no action at law or in equity shall be filed in any state or federal court by either party hereto against the other until such time as the mediator has declared an impasse.

28. Miscellaneous

A. No Discrimination. Tenant agrees that in carrying out its obligations under this Agreement it will not discriminate in any manner on the basis of race or religion.

B. Tenant Employee Conduct. Tenant personnel shall conduct their actions and business in accordance with all applicable laws, regulations and policies.

C. Written Notice. Written notice shall be given to the Parties at the following addresses or such other place or other person, as each Party shall designate by similar notice.

As to Tenant:

South Lake Chamber of Commerce, Inc.
620 W. Montrose Street
Clermont, Florida 34711
Attention: President

As to the Landlord:

City of Clermont
685 W. Montrose Street
Clermont, Florida 34711
Attention: City Manager

E. Governing Law.

This Agreement shall be governed by the laws of the State of Florida. Venue for any action hereunder shall be in Lake County, Florida.

F. Entire Agreement Severability.

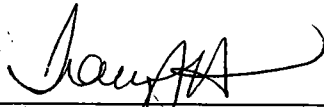
This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by all parties hereto. Should any provision of this Agreement be declared to be invalid by any act of law or court or administrative determination, the remaining provisions of this Agreement shall remain in full force and effect unless such provision which is found to be invalid substantially alters the benefits of the Agreement for either Party.

G. Specific Performance.

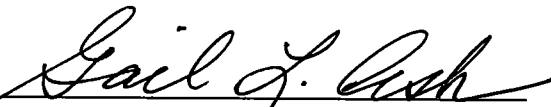
It is understood and agreed between the Parties that there will be irreparable damage in the event that this Agreement is not specifically enforced. In the event any dispute arises under this Agreement, either party hereto shall be entitled to specific performance of the terms, conditions and agreements set forth in this Agreement. The remedy of Specific Performance shall be cumulative and not exclusive, and shall be in addition to any other remedy, which the Parties may have.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, and copies delivered to each Party, as of the day and year first above stated.

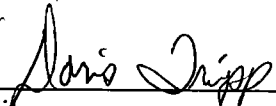
Attest:

By: 
Tracy Ackroyd Howe, City Clerk

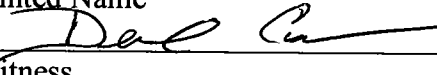
City of Clermont

By: 
Gail L. Ash, Mayor

Date: February 14, 2017

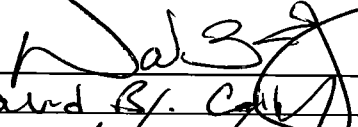

Witness

Doris Tripp
Printed Name


Witness

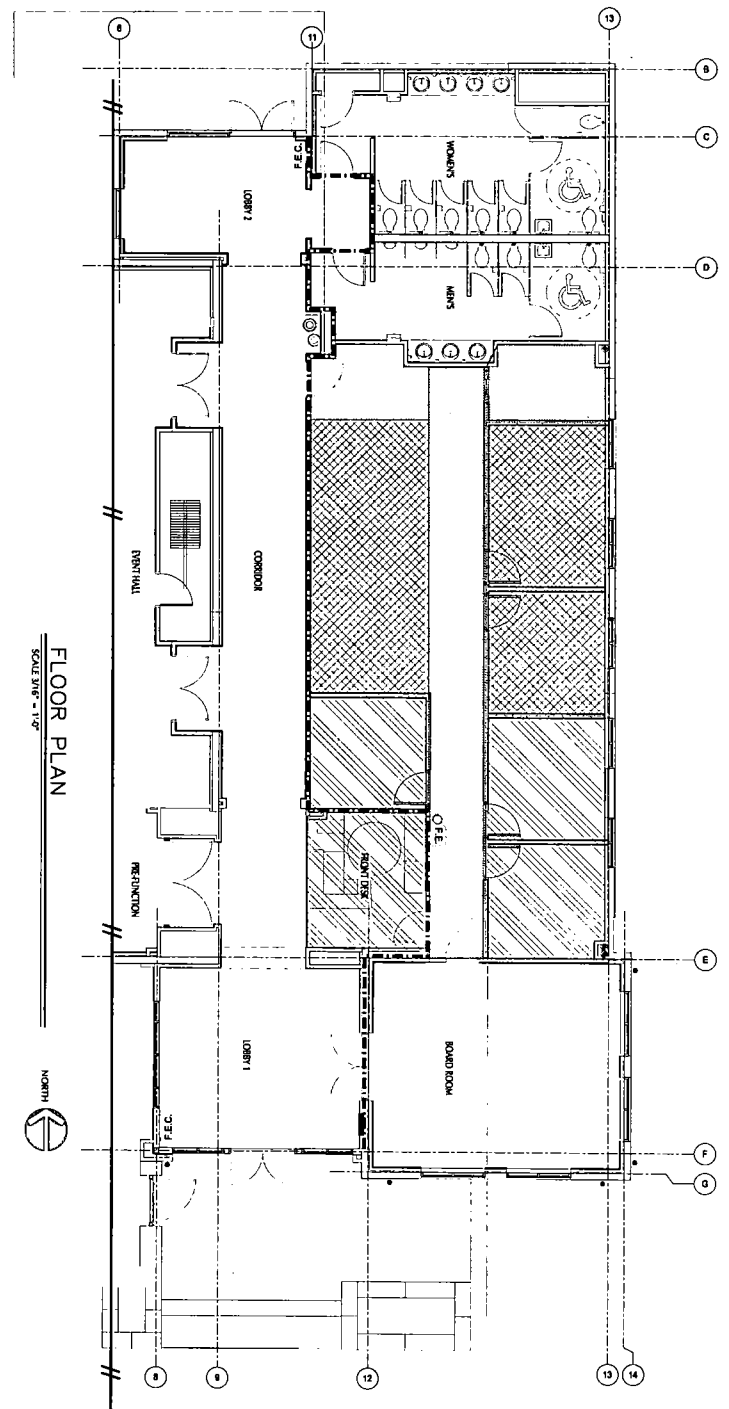
Darlene Calderon
Printed Name

South Lake Chamber of Commerce, Inc.

By: 
David B. Caldwell, President

Date: 4/14/17

FLOOR PLAN SYMBOL LEGEND:	
	CONSULTANT BUILDING AREA
	COMMON AREA - 48,100 S.F.
	IL CHAMBER OF COMMERCE AREA - 49,100 S.F.
	CITY OFFICE AREA - 22,100 S.F.



FLOOR PLAN
SCALE 1/4" = 1'-0"

DATE 11-23-16 JOB # GC-16-050	FLOOR PLAN A3.1	CONSTRUCTION DOCUMENTS PREPARED BY: GATOR SKETCH CORPORATION CHECKED BY: [Signature] APPROVED BY: [Signature]	SHOW DATE [Blank]	GatorSketch CORPORATION 1000 EAST HIGHWAY 30, SUITE 205A, CLEMTON, FL 34711 PH: (407) 928-9177 FAX: (888) 928-4814 WWW.GATORSKETCH.COM	PREPARED FOR S. Lake Chamber of Commerce Jenkins Auditorium Office Build-Out Montrose St. Clemtont, FL	PERMIT SUBMISSION 11-18-2011
						[Blank]

AGREEMENT AS TO TERMINATION OF LEASE

AGREEMENT DATED MAY 10, 2011

THIS AGREEMENT is made and entered into this 14th day of February, 2017, by and between the CITY OF CLERMONT, a Florida municipal corporation whose address is 685 W. Montrose Street, Clermont, FL 34711, hereinafter "Landlord" and SOUTH LAKE CHAMBER OF COMMERCE, INC. a Florida Non-Profit Corporation, whose address is 620 W. Montrose St., Clermont, FL , 34711, hereinafter "Tenant".

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement date May 10, 2011 (hereinafter the "Lease") related to the rental and management of that certain building described in the Lease as the Jenkins Replacement Building and now located at 620 W. Montrose St., Clermont, Florida and known as the Clermont Community Center;

WHEREAS, the parties hereto and to the Lease have agreed to the termination of the Lease and that said termination shall be deemed a termination of convenience by Landlord; and

WHEREAS, contemporaneously herewith the parties have agreed to and have entered into a new lease agreement for a portion of the Clermont Community Center premises as defined in that lease agreement

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree to the following terms and conditions.

1. Termination of Lease

Effective February 14, 2017, the Parties agree that the Lease Agreement of May 10, 2011 (the "Lease") shall be terminated. The parties further agree that with the exception of any terms and conditions specially designated in the Lease to survive its termination and any terms and obligations contained herein, the parties shall have no further obligations or entitlements pursuant to the Lease.

2. Payment of Reimbursement Amount.

In accordance with Paragraph 16 of the Lease, Landlord shall pay to Tenant the amount of FIFTY-FIVE THOUSAND DOLLARS (\$55,000) as reimbursement for the cost of construction of the Tenant improvements. The payment provided herein shall be paid to Tenant by Landlord within thirty (30) days of Landlord's confirmation that Tenant has paid to Landlord all of the due and payable Rental Income as set forth in Paragraph 6 of the Lease. Contemporaneously with the payment as set forth herein, Tenant shall deliver to Landlord a Bill of Sale in a format acceptable to and as approved by Landlord, transferring any and all rights to Landlord that Tenant may have in the Tenant improvements under the Lease.

3. Miscellaneous

A. Dispute Mediation.

Any dispute arising out of this Agreement, the construction, interpretation or performance thereof, shall be submitted to non-binding mediation by a duly qualified and certified mediator practicing in Lake County, Florida, and no action at law or in equity shall be filed in any state or federal court by either party hereto against the other until such time as the mediator has declared an impasse.

B. Attorney Fees.

Landlord and Tenant each agree to pay to the prevailing party, on demand, all costs and expenses and reasonable attorneys' fees, including costs and expenses and reasonable attorneys' fees, at all levels, including bankruptcy and appeal, incurred by the prevailing party with respect to the enforcement or declaration of any of the rights or remedies or obligations of either of them and arising under this Agreement

C. Written Notice.

Written notice shall be given to the Parties at the following addresses or such other place or other person, as each Party shall designate by similar notice.

As to Tenant:

South Lake Chamber of Commerce, Inc.
691 W. Montrose Street
Clermont, Florida 34711
Attention: President

As to the Landlord:

City of Clermont
685 W. Montrose Street
Clermont, Florida 34711
Attention: City Manager

D. Governing Law.

This Agreement shall be governed by the laws of the State of Florida. Venue for any action hereunder shall be in Lake County, Florida.

E. Entire Agreement Severability.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by all parties hereto. Should any provision of this Agreement be declared to be invalid by any act of law or court or administrative determination, the remaining provisions of this Agreement shall remain in full force and effect unless such provision which is found to be invalid substantially alters the benefits of the Agreement for either Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, and copies delivered to each Party, as of the day and year first above stated.

Attest:

By: Tracy Ackroyd Howe
Tracy Ackroyd Howe, City Clerk

City of Clermont

By: Gail L. Ash
Gail L. Ash, Mayor

Date: February 14, 2017

South Lake Chamber of Commerce, Inc.

By: David B. Calhoun, President

Date: 4/14/17

Witness Donis Tripp
Donis Tripp
Printed Name

Witness Denise Calderon
Denise Calderon
Printed Name

**FIRST AMENDMENT TO LEASE BETWEEN CITY OF CLERMONT
AND SOUTH LAKE CHAMBER OF COMMERCE, INC.**

THIS FIRST AMENDMENT TO LEASE is made and entered into this 11 day of May, 2021, by and between CITY OF CLERMONT, a Florida municipal corporation whose address is 685 W. Montrose Street, Clermont, FL 34711, hereinafter "Landlord" and SOUTH LAKE CHAMBER OF COMMERCE, INC. a Florida Non-Profit Corporation, whose address is 620 W. Montrose St., Clermont, FL , 34711, hereinafter "Tenant".

WHEREAS, that certain Lease dated the February 14, 2017, hereinafter referred to as "the Lease" expires on March 31, 2022;

WHEREAS, the Lease grants to Tenant one option to renew the term of the Lease for a period of five (5) years;

WHEREAS, Tenant is not currently in default of the terms of the Lease and has exercised its option to extend the term of the Lease by five (5) years;

WHEREAS, both Landlord and Tenant desire and agree to amend said Lease as set forth herein.

NOW THEREFORE, the parties, in exchange for the mutual covenants contained herein and in the Lease, agree as follows:

1. This addendum expressly modifies the Lease and in the event of a conflict, the terms and conditions of this Addendum shall prevail.

2. Unless otherwise terminated as provided in the Lease, the Term of the Lease is hereby extended to and shall expire on March 31, 2027, hereinafter the "Renewal Term". Notwithstanding any thing in the Lease to the contrary, Tenant shall have no additional options to renew the Term and any additional extensions of the Term shall be subject to mutual agreement of the parties.

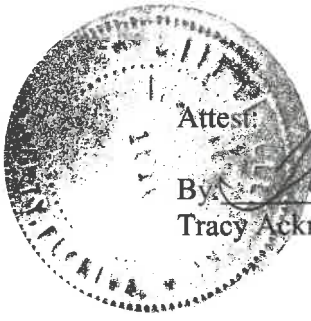
3. Effective April 1, 2022 the annual rental for the Premises shall be thirteen thousand two hundred fifty four DOLLARS and 17/100 (\$13,254.17) per year payable in equal monthly installments of one thousand one hundred four DOLLARS and 51/100 (\$1,104.51) plus applicable sales tax, without offset or deduction except as otherwise set forth in this Lease. Each year during the Renewal Term, as of the anniversary of the Commencement Date, the rental amount as set forth above, shall be adjusted and increased by the lesser of the applicable Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor (the Price Index) as of the anniversary date or TWO PERCENT (2%).

4. All other terms and conditions set forth in the Lease shall remain in full force and

{Remainder of Page Intentionally Left Blank}

effect and unchanged as agreed to by the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, and copies delivered to each Party, as of the day and year first above stated.



Attest:

By:

Tracy Ackroyd, City Clerk

City of Clermont

By:

Tim Murry, Mayor

Date: May 11, 2021

South Lake Chamber of Commerce, Inc.

By:

David B. Colby, President

Date:

8-6-21

Witness

Brian B. Lueth

Printed Name

Witness

Patricia Vasquez

Printed Name

<u>Date</u>	<u>Annual Total Rent</u>	<u>Monthly Rent</u>	<u>% increase</u>	<u>Total Annual \$ Increase</u>
4/1/2017	\$12,244.80	\$1,020.40	N/A	N/A
4/1/2018	\$12,489.70	\$1,040.81	2%	\$244.90
4/1/2019	\$12,739.49	\$1,061.62	2%	\$249.79
4/1/2020	\$12,994.28	\$1,082.86	2%	\$254.79
4/1/2021	\$13,254.17	\$1,104.51	2%	\$259.89
4/1/2022	\$13,519.25	\$1,126.60	2%	\$265.08
4/1/2023	\$13,789.63	\$1,149.13	2%	\$270.38
4/1/2024	\$14,065.42	\$1,172.12	2%	\$275.79
4/1/2025	\$14,346.72	\$1,195.56	2%	\$281.30

South Lake Chamber of Commerce/Clermont City Center

Rent: \$14,400 for 50% office space
Reception Desk: 36,000 PT staff all business hours

Calendar Year 2024: 180 rentals; \$90,000 gross revenue
137 rentals; \$72,000 after hours; \$15,000 PT staff coverage

Public Services allocates \$25,000 annually for building maintenance. That expense remains in place in all scenarios.

Proposal 1

<u>City</u>	<u>Chamber</u>
- \$14,400 rent + increase for additional space	- 100% office space
- Schedule, manage, supervise rentals	
- Staff reception desk	
- (\$15,000) PT staff after hours expense	
- (\$36,000) PT staff business hours expense	
- Estimated \$54,000 revenue (+rent increase) based on calendar year 2024	

Proposal 2

<u>City</u>	<u>Chamber</u>
- \$0 rent from Chamber	- 100% office space
- 50% Revenue City Center	- Schedule, manage CCC building
	- 50% Revenue City Center Rentals
- Estimated \$45,000 revenue based on calendar year 2024	



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 8, 2025		
Agenda Item Name		
Fire Station Site Dedication Agreement		
Requested Action		
Approve the proposed land dedication agreement between the City of Clermont and the Olympus Community Development District		
Staff Report		
The City of Clermont has identified the need for a fire station (Fire Station #5) to enhance emergency response capabilities in the growing southeastern area of the city, particularly within the Wellness Way and Olympus Development District (District). Supporting this need, the Olympus Community Development District has agreed to set aside approximately 1.75 acres of land located within the district for the construction of the new fire station. This land donation fulfills a condition of Ordinance 2021-07, which granted Planned Unit Development rights to the Olympus project and required the dedication of a fire station site to the City. The dedication will be formalized through a Fire Station Site Dedication Agreement between the City and the District. Under the terms of the agreement, the District will transfer the parcel to the City by special warranty deed, free of liens and encumbrances, within 60 days of the agreement's effective date. The agreement also outlines coordination responsibilities for site access, grading, and utility connections, which will be provided by the District in accordance with their development phasing schedule. In the event the City elects to construct a temporary facility ahead of the permanent station, the agreement outlines procedures for infrastructure coordination and cost responsibilities. Resulting from the dedication agreement, the District will receive an impact fee credit in the amount of \$300,000, representing the agreed fair market value of the dedicated site. This is a mutually beneficial agreement, as the fire station will directly serve the Wellness Way Community and Olympus Development, enhancing public safety in the District. Approval of the Fire Station Site Dedication Agreement allows the City to secure property for Fire Station #5.		
Additional Analysis		
Fiscal Impact Summary		
The City will receive approximately 1.75 acres of land at no cost for the construction of Fire Station #5. In exchange, the City will provide the Olympus Community Development District an impact fee credit of \$300,000, representing the agreed fair market value of the donated property. All construction and operational costs for the fire station will be the City's responsibility.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Fire Station Site Dedication Agreement - Olympus CWW redline	Fire Station Site Dedication Agreement - Olympus CWW redline.pdf	
2. Olympus Fire Station Site Survey	Olympus Fire Station Site Survey.pdf	

FIRE STATION SITE DEDICATION AGREEMENT

THIS **FIRE STATION DEDICATION AGREEMENT**, herein “Agreement”, is between the **City of Clermont**, herein referred to as “**CITY**”, a Florida Municipal Corporation, whose address is 685 West Montrose Street, Clermont, Florida 34711, and **Olympus Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and its successors and assigns, herein referred to as “**DISTRICT**” whose address is 3501 Quadrangle Blvd., Suite 270 Orlando, Florida 32817.

WITNESSETH

Whereas, DISTRICT owns approximately 1.75 acres of real property located in Clermont, Lake County, Florida, as more particularly described in Exhibit “A” attached hereto and incorporated herein, herein referred to as the “**Fire Station Site**”; and

Whereas, the Fire Station Site is located within the project known as Olympus, herein the “**Olympus Development**”;

Whereas, by Ordinance 2021-07, CITY granted PUD Development rights to the Olympus Development;

Whereas, Ordinance 2021-07, contains, among other conditions, a condition that the certain property shall be dedicated to CITY for use CITY’s use to construct a fire station; and

Whereas, DISTRICT and CITY are entering into this Agreement to satisfy the above-referenced condition set forth in Ordinance 2021-07.

NOW, THEREFORE, in consideration of the conditions set forth in Ordinance 2021-07 and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. DEDICATION OF PROPERTY.

In accordance with Section 4 (5) of Ordinance 2021-07, DISTRICT shall within 60 (sixty) days of the Effective Date hereof, transfer the Fire Station Site to CITY by special warranty deed, free of any and all liens and encumbrances except matters of record and in a form acceptable to CITY.

Section 2. DEVELOPMENT STANDARDS

A. Subject to the District’s utility phasing and time parameters described below, the Fire Station Site shall be provided with i) access to a public road at connection and access points reasonably acceptable to the CITY; ii) sufficient capacity for offsite storm and ground water retention; iii) water and sewer lines stubbed out to the site; and iv) any necessary fill material to ensure the Fire Station Site is at grade and level. The CITY shall notify the DISTRICT in writing one (1) year prior to the date that it intends to start construction of the contemplated fire station on the Fire Station Site, whereupon the DISTRICT and CITY shall coordinate the timely completion of the access, grading and stub-outs subject to the DISTRICT utility phasing.

B. Except for the infrastructure referred to above, CITY shall construct the fire station, at its sole cost and expense and shall include operational, architectural and design plans and standards consistent with adopted Architectural Standards affecting the Fire Station Site and the Olympus Development, herein the “Architectural Standards”, which Architectural Standards have been approved by the CITY. However, in the event CITY elects to construct a temporary fire facility in advance of the permanent Fire Station contemplated in this Site Dedication Agreement, and providing it intends to construct such temporary facility prior to the District installing utilities, the DISTRICT will cooperate with the CITY to the extent feasible, and the CITY shall be responsible for providing A.(i), (ii) and (iv) above. In the event CITY elects not to construct a temporary fire facility and seeks to construct the permanent Fire Station contemplated in the Agreement, then CITY shall provide to DISTRICT architectural drawings and preliminary elevations for the fire station 6 (six) months prior to the date CITY intends to start construction of the fire station. Within thirty (30) days thereafter, DISTRICT shall notify CITY in writing of any changes or upgrades to the architecture or design standards required in order to be consistent with the Architectural Standards . To the extent that such changes or upgrades do not increase the design or construction cost to construct the fire station or do not unreasonably delay the construction or impact the intended operation thereof, CITY shall reasonably accommodate the requested changes or upgrades. In the event that DISTRICT’s requested changes or upgrades increase the design or construction cost for the fire station, to the extent the changes or upgrades do not impact the intended operation of the fire station or unreasonably delay completion of the construction, the CITY shall incorporate the changes upgrades into its plans. Prior to the time the DISTRICT installs such utilities, the DISTRICT will cooperate with the CITY to the extent feasible, to provide for A.(i), (ii) and (iv) above and the CITY will be responsible for the costs for A (i), (II) and (iv) if said utilities are required prior to the DISTRICT Phasing Plan.

Section 3. BENEFIT TO DISTRICT.

DISTRICT acknowledges and agrees that the proposed fire station is principally and primarily required to provide area public safety services for the Olympus Development and therefore provides a significant, substantial and unique benefit to the DISTRICT and the Olympus Development. However, CITY agrees that DISTRICT or its assigns will be entitled to impact fee credits from the CITY for the dedication of the Fire Station Site in the amount of \$300,000.00. The DISTRICT and CITY agree that this amount is reasonable and consistent with the fair market value requirement contained in Ordinance 2021-07.

Section 4. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES.

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

DISTRICT

City of Clermont
Attention: City Manager
P.O. Box 120219
Clermont, FL 34712-0219

Olympus Community Development District
Attention: District Manager
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817

Section 6. CHOICE OF LAW AND VENUE.

Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in Lake County, Florida.

Section 7. CONSTRUCTION OF THE AGREEMENT.

This Agreement is the result of negotiations among the Parties, such that the Parties have contributed substantially and materially to the preparation of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than against another Party.

Section 8. CAPTIONS.

The headings or captions for the Paragraphs and Subparagraphs contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance.

Section 9. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

Section 10. NO WAIVER OF REGULATORY AUTHORITY.

The DISTRICT acknowledges that nothing in this Agreement constitutes or is intended to operate as a waiver of the CITY's regulatory authority or the application of any applicable laws, rules or regulations. Furthermore, nothing in this Agreement operates to vest development rights or entitlements, except, as specifically provided in Ordinance 2021-07.

Section 11. PUBLIC RECORDS.

The DISTRICT shall allow public access to all documents, papers, letters or other materials subject to the provisions of Section 119.0701, Florida Statutes, and which have been made or received by the DISTRICT in conjunction with this Agreement.

Section 12. DISCLAIMER OF THIRD PARTY BENEFICIARIES.

No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the DISTRICT or CITY.

Section 13. AMENDMENTS.

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 14. ASSIGNMENT.

The terms and conditions contained herein may be assigned by the DISTRICT to a Parcel Developer within the DISTRICT or the Olympus Development in accordance with applicable law.

Section 15. LIMITATION ON GOVERNMENTAL LIABILITY.

Nothing in this Agreement shall be deemed as a waiver of either the CITY or DISTRICT's sovereign immunity or either the CITY or DISTRICT's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

Section 16. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS

The parties acknowledge that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

The parties acknowledge that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the DISTRICT ("Prohibited Criteria").

The parties acknowledge that the DISTRICT may terminate this Agreement if the any party is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

The parties certify that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management

of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, the parties shall immediately notify the DISTRICT. By entering into this Agreement, the parties agree that any renewal or extension of this Agreement shall be deemed a recertification of such status.

Section 15. EFFECTIVE DATE.

The “Effective Date” of this Agreement shall be the date that the last party to executes it as set forth below.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates listed below.

DATED this _____ day of _____, 2025.

“CITY”

CITY OF CLERMONT

ATTEST:

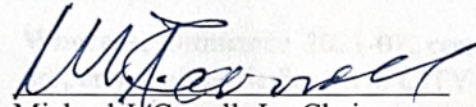
Tim Murry, Mayor

Date: _____

Tracy Ackroyd Howe, City Clerk

“DISTRICT”

OLYMPUS COMMUNITY DEVELOPMENT DISTRICT



Michael J. Carroll, Jr., Chairman

Date: 3/13/2025





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, April 8, 2025	
Agenda Item Name	
Ordinance No. 2025-012 <i>Intro</i> SSCPA	
Requested Action	
Recommend approval of Ordinance No. 2025-012.	
Staff Report	
The applicant, Dr. Blair Handy is requesting a small-scale comprehensive plan amendment for the subject property located at 963 West Juniata Street. The single-family home was constructed in 1954 and has approximately 1550 square feet of conditioned space. Dr. Handy would like to convert the home into a medical office for her audiology practice. The size of the property is approximately ¼ of an acre. This request is being heard concurrently with a request for rezoning. The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to the Downtown Mixed Use designation. The Medium Density Residential Land Use is primarily designated for higher residential density around the downtown area. The requested medical office use is not a use designated in the Medium Density Residential Land Use. The medical office use would be more appropriate in the Downtown Mixed Use designation, especially since the adjoining property to the east is a dentist office and has the Downtown Mixed Use designation. Policy 1.7.3 - Downtown Mixed Use is intended to provide for a mixture of residential and business uses. In addition, the subject property is within the City's Community Redevelopment Area (CRA) and the applicant intends to redevelop the property into a higher use.	
With the redevelopment of the property and the development pattern of the surrounding area moving outward from the core of downtown, staff are in support of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use. Staff recommends approval of Ordinance 2025-012. <i>The Planning and Zoning Commission recommended approval 6-1.</i>	
Additional Analysis	
Fiscal Impact Summary	

None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	Ordinance.pdf
2.	Maps	Maps.pdf
3.	SITE PLAN	SITE PLAN.pdf
4.	Site Photos	Site Photos.pdf
5.	Survey	Survey.pdf
6.	Property Details	Property Details.pdf
7.	Application	Application.pdf



CITY OF CLERMONT
ORDINANCE NO. 2025-012

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

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

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

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

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1:

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

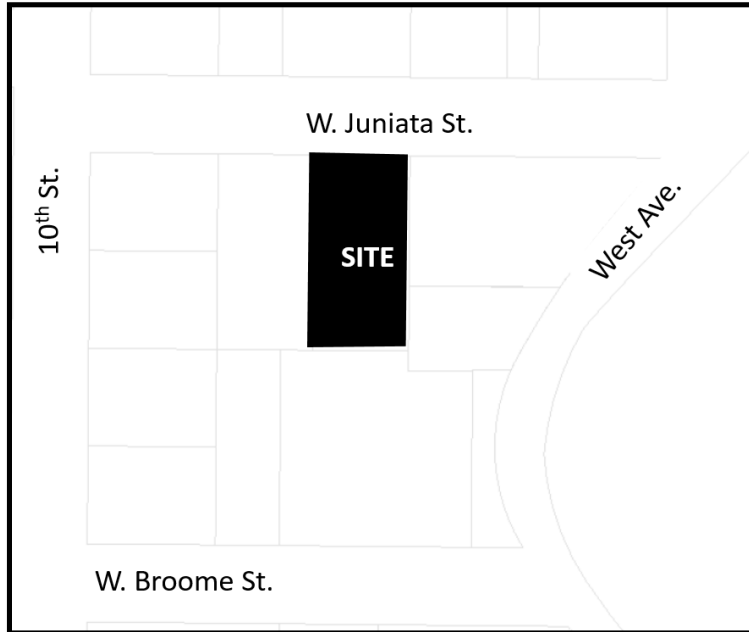
LEGAL DESCRIPTION

LOT 7 AND THE EAST ½ OF LOT 8, BLOCK 98, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CITY OF CLERMONT
ORDINANCE NO. 2025-012

LOCATION

963 W. Juniata Street
Alternate Key 1714095



CHANGE THE FUTURE LAND USE CLASSIFICATION:
FROM: MEDIUM DENSITY RESIDENTIAL
TO: DOWNTOWN MIXED USE

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 3: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.



CITY OF CLERMONT
ORDINANCE NO. 2025-012

SECTION 4: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2025-012

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 22nd day of April, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

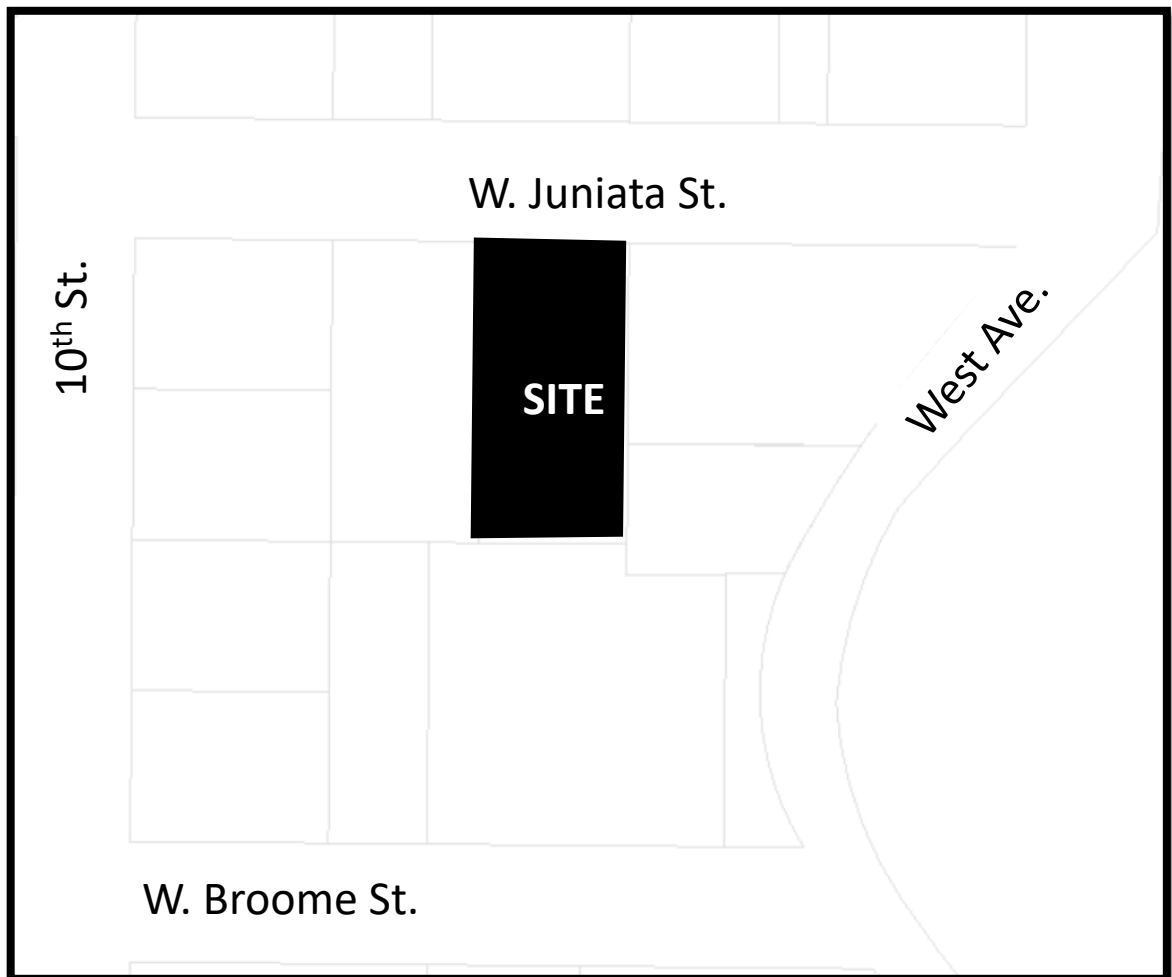
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, City Attorney

963 West Juniata Street

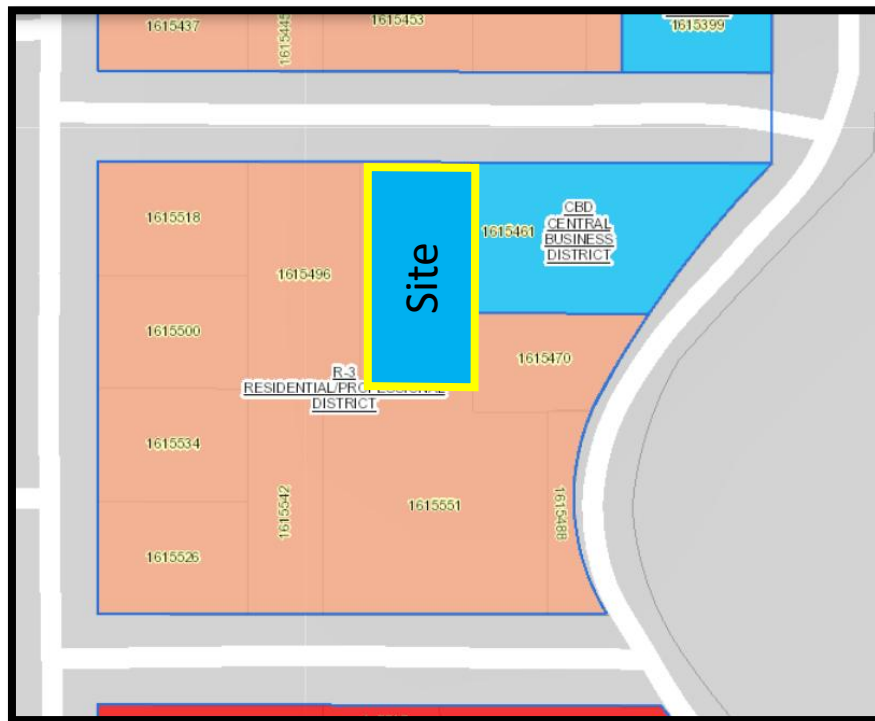


963 West Juniata Street

Zoning



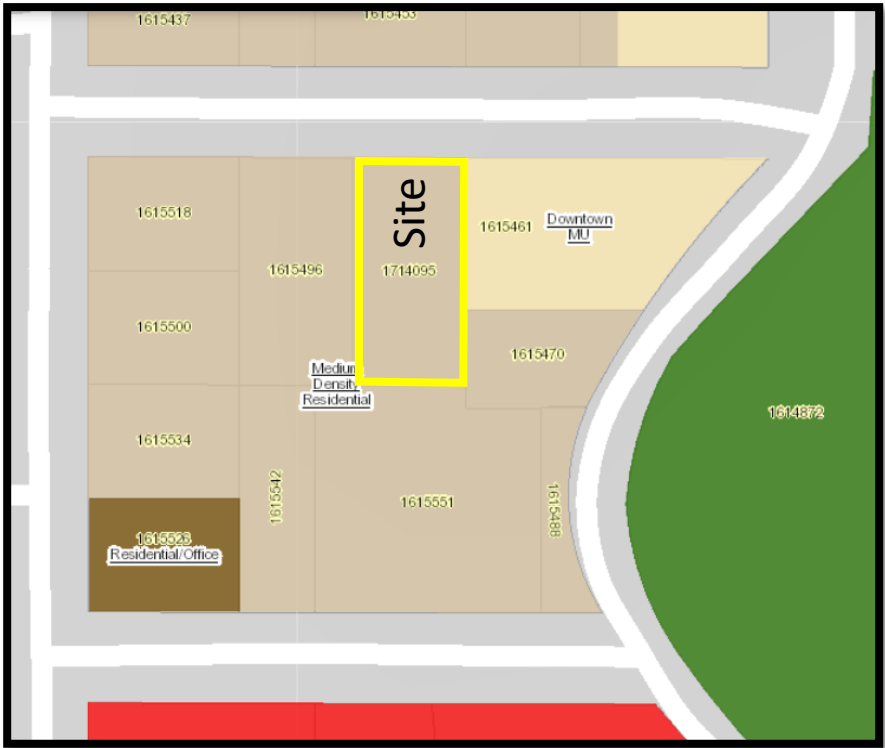
CURRENT Zoning Map: R-3 Residential/Professional



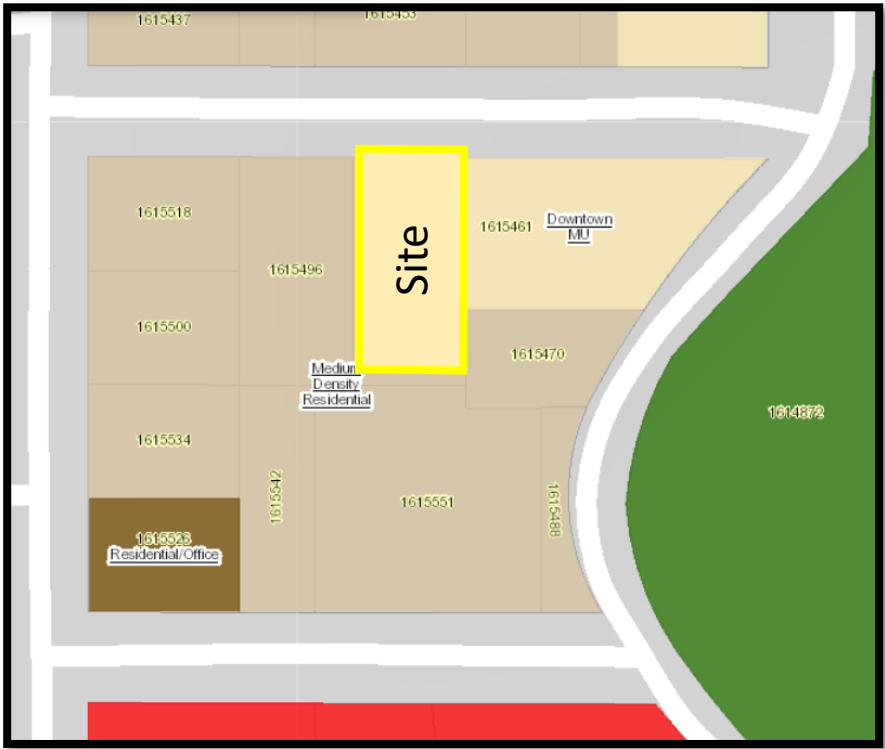
PROPOSED Zoning Map: Central Business District

963 West Juniata Street

Future Land Use

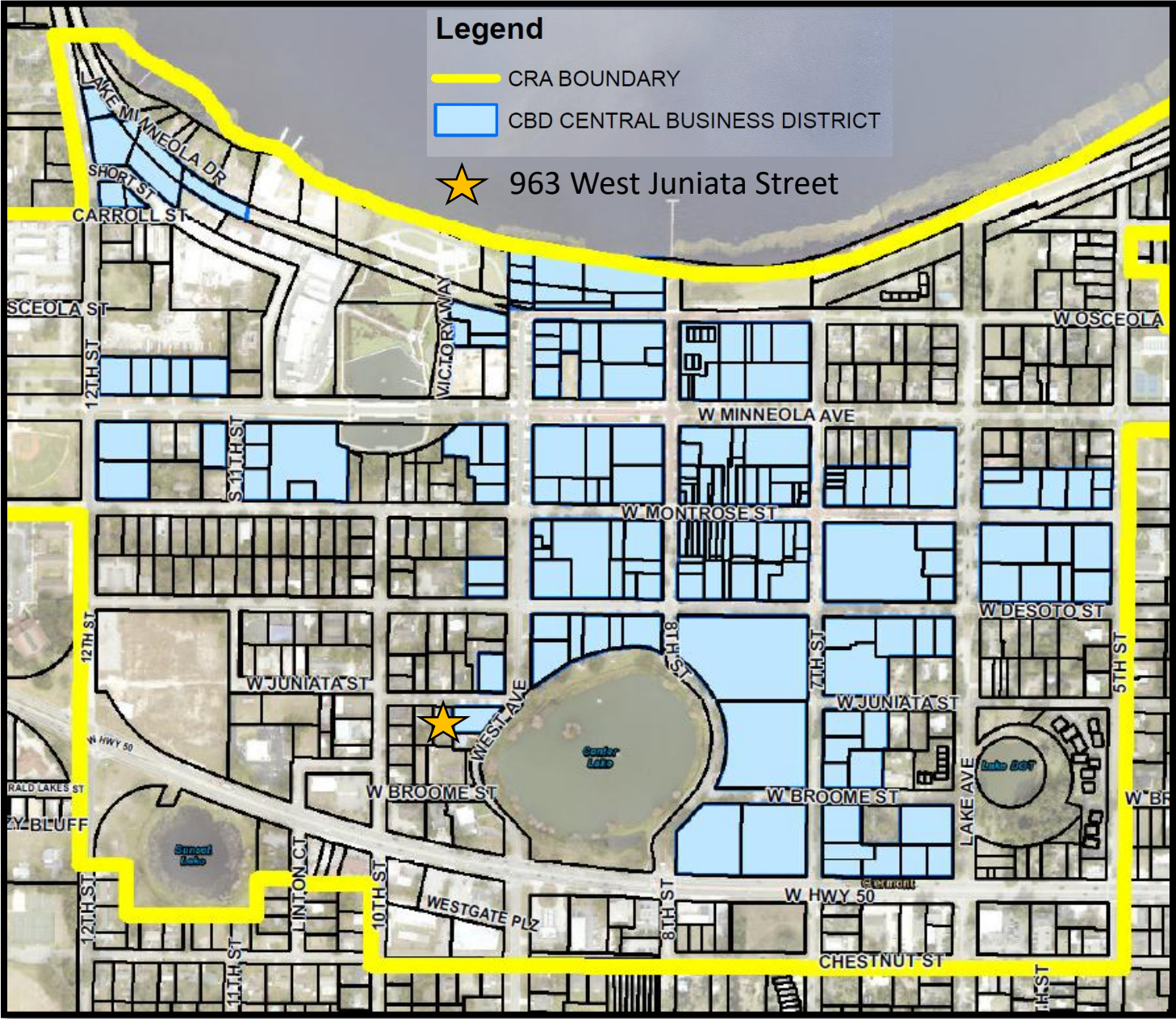


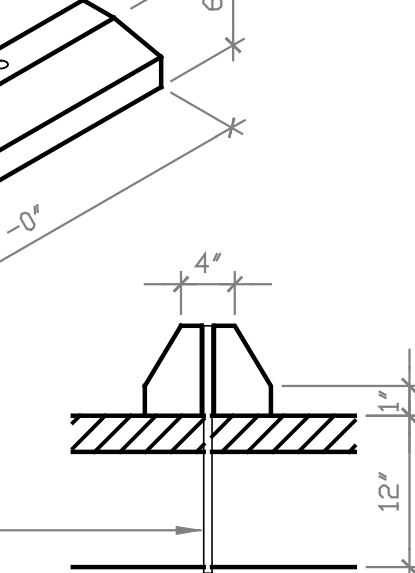
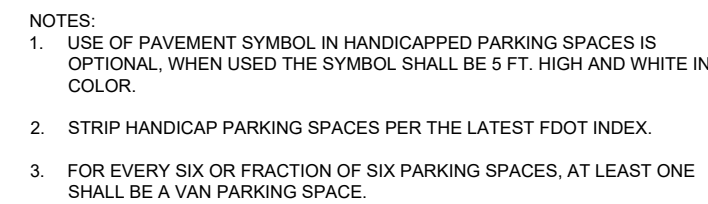
CURRENT FLU Map: Medium Density Residential



PROPOSED FLU Map: Downtown Mixed Use

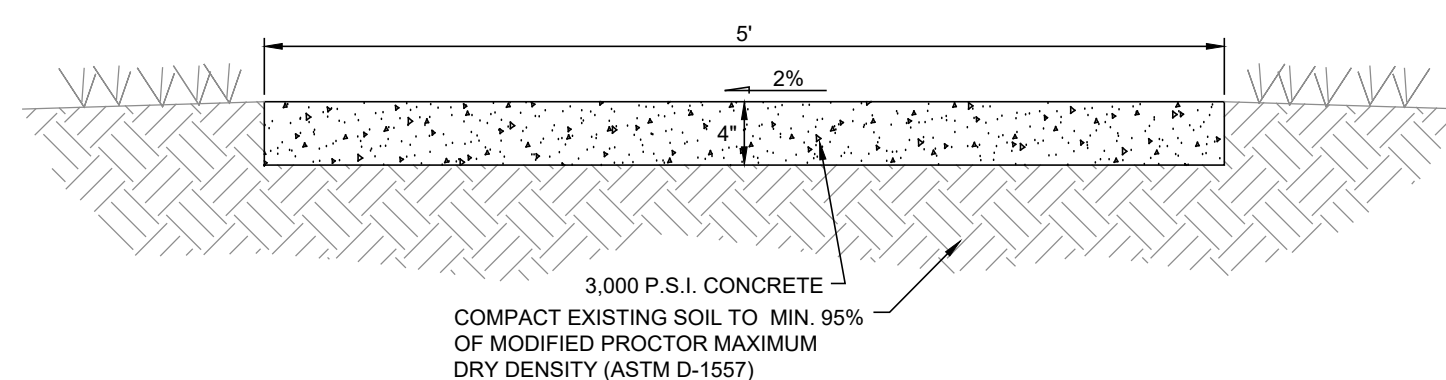
963 West Juniata Street





NOTE:
CONCRETE SHALL BE 3000 PSI 28 DAY STRENGTH

CON
NOT TO S



SIDE
NOT TO SCALE

STANDARD
NOT TO SCALE

PROPERTY ADDRESS:	963 WEST JUNIATA STREET CLERMONT, FL 34711 24-22-25-0100-098-00700
PARCEL NO.:	
<u>EXISTING</u>	
LAND USE:	MEDIUM DENSITY RESIDENTIAL
ZONING:	R-3 RESIDENTIAL/PROFESSIONAL
<u>PROPOSED:</u>	
LAND USE:	DOWNTOWN MIXED USE
ZONING:	CENTRAL BUSINESS DISTRICT (CBD)

GENERAL
PROJECT AREA: 0.258 AC.
TOTAL LIVING AREA: 1,554 S.F.

RIGHT OF WAY	0'
REAR PROPERTY LINE	0'
SIDE PROPERTY LINE	0'

PARKING REQUIRED
RETAIL BUSINESS, PERSONAL SERVICE AND OFFICE
ESTABLISHMENTS. ONE PARKING SPACE FOR EACH 400
SQUARE FEET OF FLOOR SPACE.
 $1554 / 400 = 3.8$ (4) SPACES

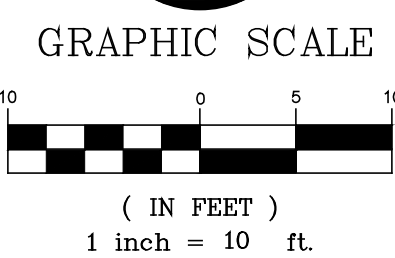
REGULAR SPACES	4 SPACES
HANDICAP SPACES	1 SPACES
TOTAL PARKING SPACES	5 SPACES

BURKETT ENGINEERING INC.
105 E. ROBINSON STREET, SUITE 501
ORLANDO, FL 32801
(407) 246-1260
calejos@burkettengineering.com

LANDTECSURVEY
700 WEST HILLSBORO BOULEVARD, SUITE 2-102
DEERFIELD BEACH, FL 33441
(561) 367-3587
www.landtecsurvey.com

 PROPOSED CONCRETE SIDEWALK

 PROPOSED ASPHALT PAVEMENT



Burkett
engineering

CIVIL ENGINEERING
CONSULTANTS

**PROFESSIONAL ENGINEERING SERVICES
DOCTOR'S OFFICE @ 963 W JUANIATA STREET
CLERMONT, FLORIDA 34711**

SITE PLAN

DATE:	01-2025
PROJECT NO.:	2426.001
DRAWN BY:	SF
DESIGNED BY:	CA
CHECKED BY:	CA
ENGINEER IN CHARGE: CLIFFORD ALEJOS, PE	

REG. # 88523
BURKETT ENGINEERING, INC.
CERT. OF AUTH. NO. 7105

SHEET NO.

1

1 OF:

963 West Juniata Street



963 West Juniata Street



Looking towards the east of the property



Looking towards the west of the property



PROPERTY ADDRESS:

963 WEST JUNIATA STREET
CLERMONT, FL 34711

On your behalf, and as a requirement for your transaction, this document has been coordinated with us by the firm shown below. Landtec Surveying, Inc. is a private firm and remains entirely responsible for this document's content.





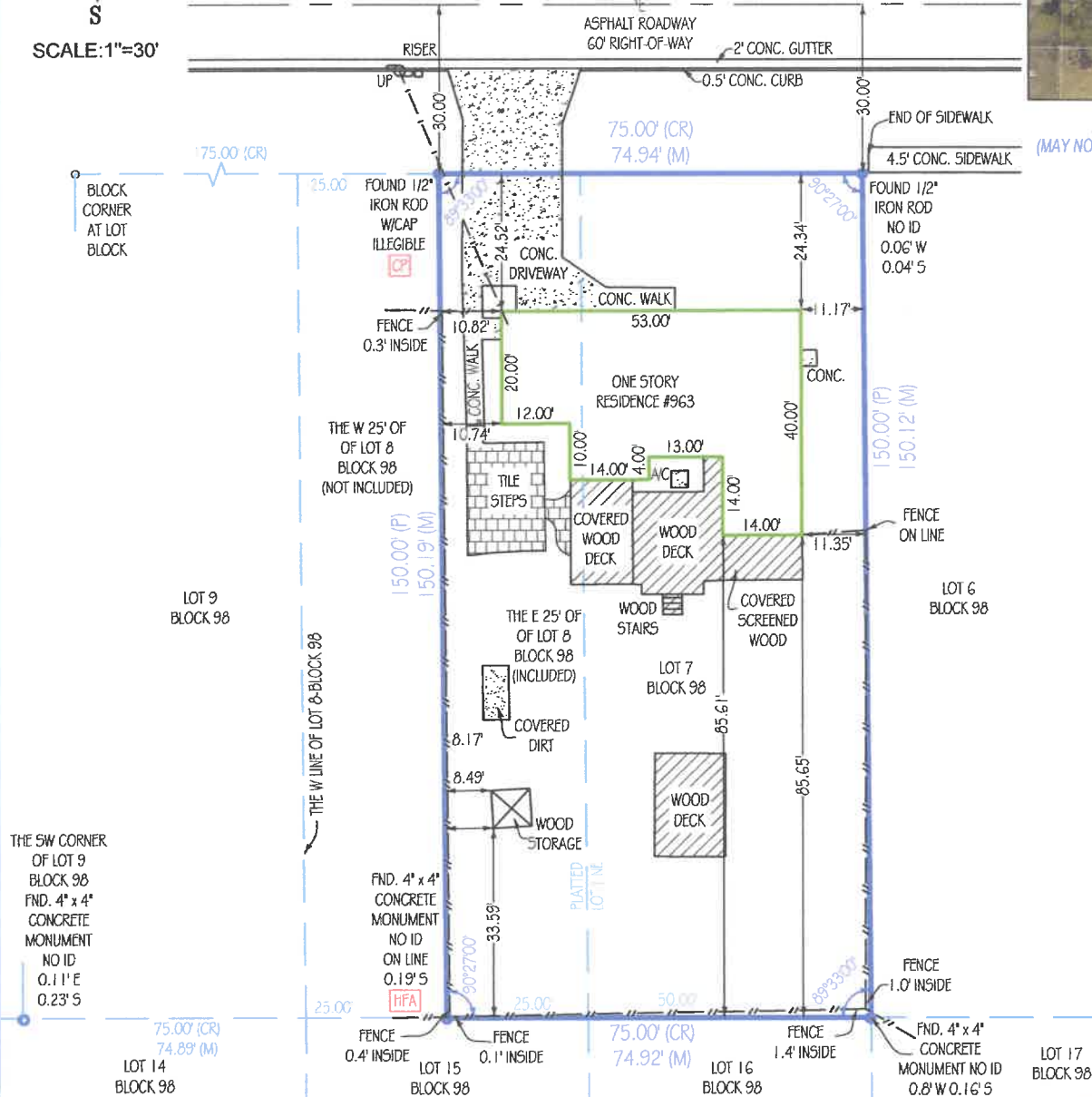
SCALE: 1"=30'

BEARING REFERENCE:
NONE. RECORD INFORMATION RELIANT UPON ANGULAR DATA ONLY.
ALL ANGULAR DATA SHOWN HEREON REFERENCED THERETO.

WEST JUNIATA STREET (FIELD) JUNIATA STREET (PLAT)



AERIAL PHOTOGRAPH
(MAY NOT SHOW LATEST IMPROVEMENTS)
(NOT-TO-SCALE)



CP = CONTROLLING POINT (POINT OF ROTATION) *HFA* = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

Platted Easements, Notable or Adverse Conditions (unplatted easements also listed if provided by client): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN HEREON AND THEIR RELATIONSHIP TO THE BOUNDARY LINE

-NO NOTABLE CONDITIONS FOUND.

This survey has been issued by the following
Landtec Surveying office:
700 West Hillsboro Boulevard, Suite 2-102
Deerfield Beach, FL 33441
Office: (561) 367-3587
Fax: (561) 465-3145
www.Landtecsurvey.com

Elevations, if shown:

Benchmark: _____

Benchmark Elev.: _____

Benchmark Datum: _____

Elevations on Drawing are in:

N.G.V.D.29 ☐ N.A.V.D.88 ☐

Revisions:

Job Nr: 228624-CE

Date of Field Work: 11/12/2024

Drawn by: A. N.

LANDTEC

LICENSED BUSINESS No. 8507

TYPE OF SURVEY:

- ☒ BOUNDARY ☐ CONSTRUCTION ☐ CONDOMINIUM
☐ ALTA/NSPS ☐ TOPOGRAPHIC ☐ SPECIAL PURPOSE

PURPOSE OF SURVEY (SEE GENERAL NOTES BELOW):

Purchase/Refinance

LEGAL DESCRIPTION:

LOT 7 AND THE EAST ½ OF LOT 8, BLOCK 98, CITY OF CLERMONT, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PROPERTY ADDRESS:

963 WEST JUNIATA STREET
CLERMONT, FL 34711

INVOICE NUMBER: 228624-CE

DATE OF FIELD WORK: 11/12/2024

CLIENT FILE: 20-24-27

CERTIFIED TO

AMERICAS TITLE CORPORATION
WFG NATIONAL TITLE INSURANCE COMPANY
ALCOVA MORTGAGE, LLC
BLAIR HANDY

FLOOD ZONE: X

FLOOD MAP: 12069C

PANEL: 0570

SUFFIX: E

PANEL DATE: 12/18/2012

PLATTED EASEMENTS, NOTABLE OR ADVERSE CONDITIONS (UNPLATTED EASEMENTS ALSO LISTED IF PROVIDED BY CLIENT):

IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN HEREON AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.

- NO NOTABLE CONDITIONS FOUND.

ABBREVIATION LEGEND (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

A OR AL = ARC LENGTH	EL OR ELEV = ELEVATION	ONC = OVERHEAD CABLE
CO = CLEANOUT	EM = ELECTRIC METER	P = PLAT
CA = CENTRAL ANGLE	F.F.E. = FINISHED FLOOR ELEV.	PC = POINT OF CURVE
CATV = CABLE TV RISER	FR = FOUND IRON ROD	PCC = POINT OF COMPOUND CURVATURE
CF = CALCULATED FROM FIELD	FM = FOUND NAIL	PH = POOL HEATER
CH = CHORD DISTANCE	FND = FOUND	PI = POINT OF INTERSECTION
CONC. = CONCRETE	G.F.F.E. = GARAGE FINISHED FLOOR ELEV.	PK = PARKER KAELOIN
CR = CALCULATED FROM RECORD	L = LEGAL DESCRIPTION	POB = POINT OF BEGINNING
DE = DRAINAGE EASEMENT	M = MEASURED	POC = POINT OF COMMENCEMENT
		TWP = TOWNSHIP

PP = POOL PUMP	UE = UTILITY EASEMENT
PRC = POINT OF REVERSE CURVATURE	UP = UTILITY POLE
PT = POINT OF TANGENCY	WM = WATER METER
QTR = QUARTER	WV = WATER VALVE
R = RADIUS	
RNG = RANGE	
ROW = RIGHT OF WAY	
SEC = SECTION	
TR = TELEPHONE RISER	

SYMBOLS (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING - NOT TO SCALE):

☎ = UTILITY POLE	⊙ = WELL	♿ = HANDICAP PARKING SPACE
☆ = LIGHT POLE	⊕ = CENTER LINE	
■ = CATCH BASIN	⌄ = PARTY WALL	
⚡ = FIRE HYDRANT	AC = AIR CONDITIONER	⊕ = SEC. QTR. CORNER
⊙ = MANHOLE	⊙ = SEPTIC LID	
⊙ = WATER VALVE	X = ELEV. SHOT	⊕ = SECTION CORNER
⊙ = WATER METER		

LINETYPES:

BOUNDARY	———
BUILDING	———
EASEMENT	---
CHAIN LINK FENCE	-x-x-
WOOD FENCE	- -
PLASTIC FENCE	o-o-o-
OVERHEAD CABLE	- - -

GENERAL NOTES:

- THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
- GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
- UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
- ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN ON HEREON.
- ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 2 BUSINESS WEEKS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LB (LICENSED BUSINESS) #8607.

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL (IF AFFIXED) HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.



Digitally signed
by Pablo Alvarez
Date: 2024.11.13
14:12:36 -05'00'

SIGNATURE

DATE: 11/13/2024

PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL (IF AFFIXED) OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

PRINTING INSTRUCTIONS:

WHEN PRINTING THIS PDF IN ADOBE, SELECT "ACTUAL SIZE" TO ENSURE CORRECT SCALING. DO NOT USE "FIT".

LANDTEC
SURVEYING
and Lien

LICENSED BUSINESS No. 8507

PROPERTY RECORD CARD

General Information

Name:	HANDY BLAIR & JEAN-RENE RAPHAEL JR	Alternate Key:	1714095
Mailing Address:	104 BLACKSTONE CREEK RD GROVELAND, FL 34736 Update Mailing Address	Parcel Number: ⓘ	24-22-25-0100-098-00700
		Millage Group and City:	00C1 Clermont
		2024 Total Certified Millage Rate:	17.0664
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	963 W JUNIATA ST CLERMONT FL, 34711	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	CLERMONT, LOT 7, E 1/2 LOT 8 BLK 98 PB 8 PG 17 ORB 6444 PG 1542		

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

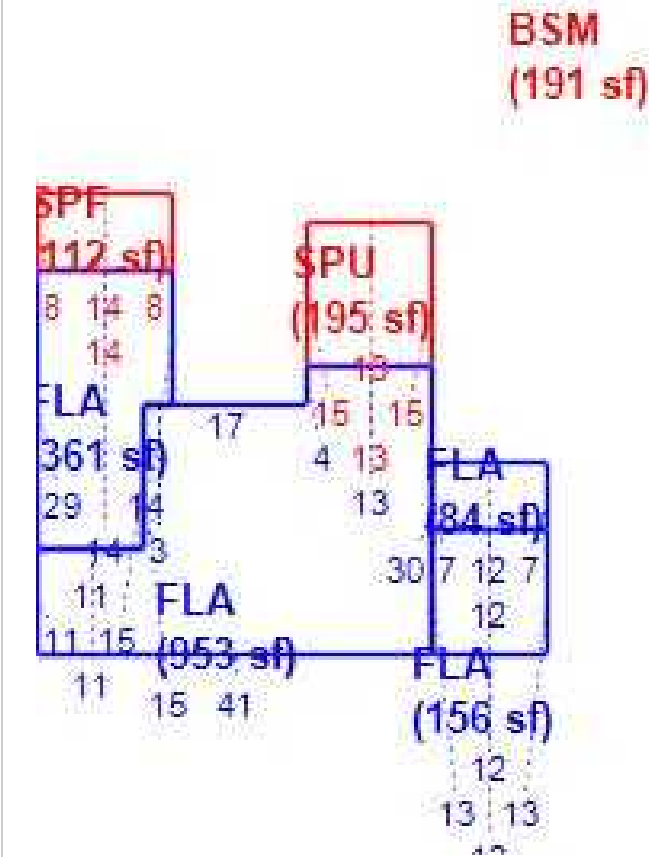
Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SINGLE FAMILY (0100)	0	0		1.000	Lot		\$135,000.00	\$135,000.00
Click here for Zoning Info ⓘ				FEMA Flood Map					

Residential Building(s)

Building 1

Residential		Building Value: \$204,428.00	
Summary			
Year Built: 1954	Total Living Area: 1554 ⓘ	Central A/C: Yes	Fireplaces: 0
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	
Incorrect Bedroom, Bath, or other information? ⓘ			
Section(s)			
Section Type	Ext. Wall Type	No. Stories	Floor Area
BASEMENT (BSM)		1.00	191
FINISHED LIVING AREA (FLA)	Block (02)	1.00	1554
SCREEN PORCH FINISHED (SPF)		1.00	112
SCREEN PORCH UNFINISHED (SPU)		1.00	195

[View Larger](#) / [Print](#) / [Save](#)



Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6444 / 1542	12/02/2024	Warranty Deed	Qualified	Improved	\$376,000.00
2843 / 693	05/23/2005	Warranty Deed	Qualified	Improved	\$225,500.00
2411 / 2182	07/22/2003	Quit Claim Deed	Unqualified	Improved	\$38,300.00
1767 / 2307	12/29/1997	Warranty Deed	Unqualified	Improved	\$1.00
1577 / 474	12/29/1997	Warranty Deed	Qualified	Improved	\$79,900.00
890 / 129	09/01/1986	Warranty Deed	Qualified	Improved	\$46,500.00
849 / 1682	08/01/1985	Warranty Deed	Qualified	Improved	\$50,400.00
694 / 1090	01/01/1980	Warranty Deed	Unqualified	Improved	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2025 WORKING VALUES which are subject to change until certified. The Market Value listed below is

not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

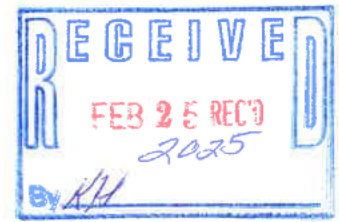
Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$339,428	\$339,428	\$289,428	5.0364	\$1,457.68
SCHOOL BOARD STATE	\$339,428	\$339,428	\$314,428	3.1240	\$982.27
SCHOOL BOARD LOCAL	\$339,428	\$339,428	\$314,428	2.9980	\$942.66
LAKE COUNTY WATER AUTHORITY	\$339,428	\$339,428	\$289,428	0.2940	\$85.09
ST JOHNS RIVER FL WATER MGMT DIST	\$339,428	\$339,428	\$289,428	0.1793	\$51.89
CITY OF CLERMONT	\$339,428	\$339,428	\$289,428	4.8800	\$1,412.41
LAKE COUNTY MSTU AMBULANCE	\$339,428	\$339,428	\$289,428	0.4629	\$133.98
LAKE COUNTY VOTED DEBT SERVICE	\$339,428	\$339,428	\$289,428	0.0918	\$26.57
				Total: 17.0664	Total: \$5,092.55

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓ Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
✓ Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 2/25/25

FEE: \$755.00

Project Name (if applicable): 963 W Juniata St.

Applicant: Blair Handy

Contact Person: Demond Hazley

Address: PO Box 488

City: Windermere State: FL Zip: 34786

Phone: [REDACTED] Fax: [REDACTED]

E-Mail: [REDACTED]

OWNER: Blair Handy

Address: 963 W. Juniata St

City: Clermont State: FL Zip: 34711

Phone: [REDACTED] Fax: [REDACTED]

E-Mail: [REDACTED]

General Location: The property is located on the southside of W Juniata St, north of SR 50, between 10th Street and West Avenue in the City of Clermont.

Legal Description (include copy of survey): _____

Lot 7 and the east 1/2 of lot 8, block 98, official map of the City of Clermont, according to Map or Plat thereof, as recorded in Plat Book 8, pages 17 through 23, of the public records of Lake County, Florida.

Property size (in acres or square feet): _____

Flood hazard area (yes) _____ **and approx. acreage** 0.258264 **(no)** X

Existing (Actual) Land Use: Single Family

Existing Zoning: R-3 Residential / Professional District

Existing Future Land Use: Medium Density Residential

Proposed Future Land Use: Downtown Mixed Use

Type of development proposed: Medical Building - Doctor's Office



Proposed density (dwelling units/acre) or intensity: 1,554 SF

Proposed Zoning District: CBD Central Business District

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

This application requests a Comprehensive Plan Amendment to change the Property's FLU designation from MDR to Downtown Mixed Use (MU) and the zoning from R3 - Residential / Professional District to Central Business District (CBD). This amendment is requested to facilitate the use-conversion of the existing single family residential dwelling unit to a medical office building.

The proposed FLU amendment and rezoning to Downtown MU and CBD will allow for adequate site parking while maintaining consistency with the adjacent medical office building to the east, the residential / professional land use mix within the area, and the development patterns in the City.

The pre-application meeting was held on January 22nd, 2025.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

*** * * * * NOTICE * * * * ***

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

AGENDA ITEM

Meeting Date	
Tuesday, April 8, 2025	
Agenda Item Name	
Ordinance No. 2025-013 <i>Intro</i> <i>Rezone</i>	
Requested Action	
Recommend approval of Ordinance No. 2025-013.	
Staff Report	

The applicant, Dr. Blair Handy is requesting a rezoning for the subject property located at 963 West Juniata Street. The property is approximately ¼ of an acre in size and currently has a single-family home on the property that was constructed in 1954. Dr. Handy would like to convert the home into a medical office for her audiology practice. She intends on using the existing footprint of the house with no plans for additions at this time. Dr. Handy will work onsite by herself and the hours of operation will be 10 AM to 2:30 PM, Tuesday through Thursday. She will only see one patient at a time. She would like to add a few parking spaces in the City's right-of-way in front of the property for her clients, similar to the adjacent dentist's office to the east. Public Services has reviewed her proposal and did not see any concerns based upon the submittal. More detailed engineering specifics would be required at the site plan approval stage.



The current zoning is R-3 Residential/Professional with a request for a rezoning to the Central Business District, which is compatible with the Downtown Mixed Use future land use. In addition, the combination of the Central Business District and the Downtown Mixed Use would allow Dr. Handy to proceed with the project.

The property is located within the City's Community Redevelopment Area (CRA). With the recent adoption of parking changes under Ordinance 2025-002, projects within the Central Business District have the option to either pay into the City's parking fund or provide spaces. The parking ratio under the Central Business District is one (1) space per 400 square feet of office use. The conditioned area of the house that will be converted to a medical office is approximately 1550 square feet; therefore, four (4) parking spaces would be required to be based upon the

Central Business District parking requirements. The applicant is proposing five (5) parking spaces.



With the current placement of the structure and the lot dimensions, adding spaces under the current zoning designation is impossible due to the Land Development Code requirements. Due to the nature of Dr. Handy's practice of having a one-on-one patient setting, the parking demand does not appear to be an issue. As for solid waste disposal, the City can offer garbage pickup as it is currently offering a single-family residence since it is a small medical office.

Staff have reviewed the applicant's proposal and have no evidence the rezoning to the Central Business District at this location would be incompatible with the uses in the area. The adjoining property to the east is a medical office, and the property to the south is a house of worship. In addition, within this city block, there are a few older single-family homes, an accounting office and a duplex. The proposed project offers revitalization and redevelopment while providing for economic development in the area. Staff supports the request for a rezoning to the Central Business District and recommends approval of Ordinance 2025-013. *The Planning and Zoning Commission recommended approval 6-1.*

Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

1.	Ordinance	Ordinance.pdf
2.	Maps	Maps.pdf
3.	SITE PLAN	SITE PLAN.pdf
4.	Site Photos	Site Photos.pdf
5.	Survey	Survey.pdf
6.	Property Details	Property Details.pdf
7.	Application RZ	Application RZ.pdf



CITY OF CLERMONT
ORDINANCE NO. 2025-013

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

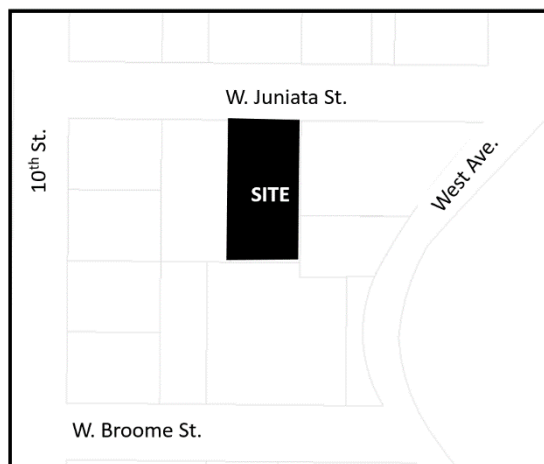
The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

LOT 7 AND THE EAST ½ OF LOT 8, BLOCK 98, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LOCATION

963 W. Juniata Street
Alternate Key 1714095



PROPERTY REZONING

**FROM: R-3 Residential/Professional District
TO: Central Business District (CBD)**



CITY OF CLERMONT
ORDINANCE NO. 2025-013

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 3: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 4: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida at the applicant's expense.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2025-013

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 22nd day of April, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

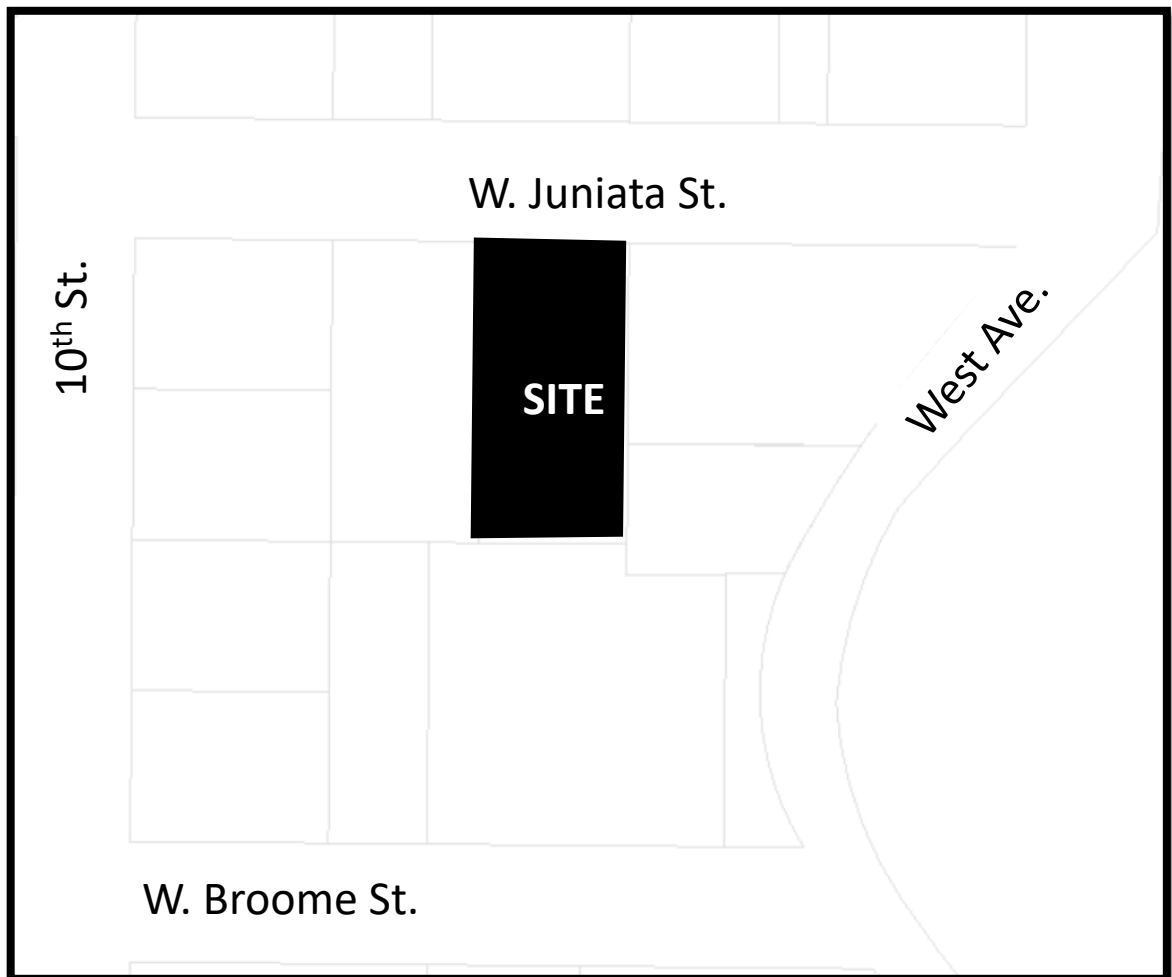
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, City Attorney

963 West Juniata Street

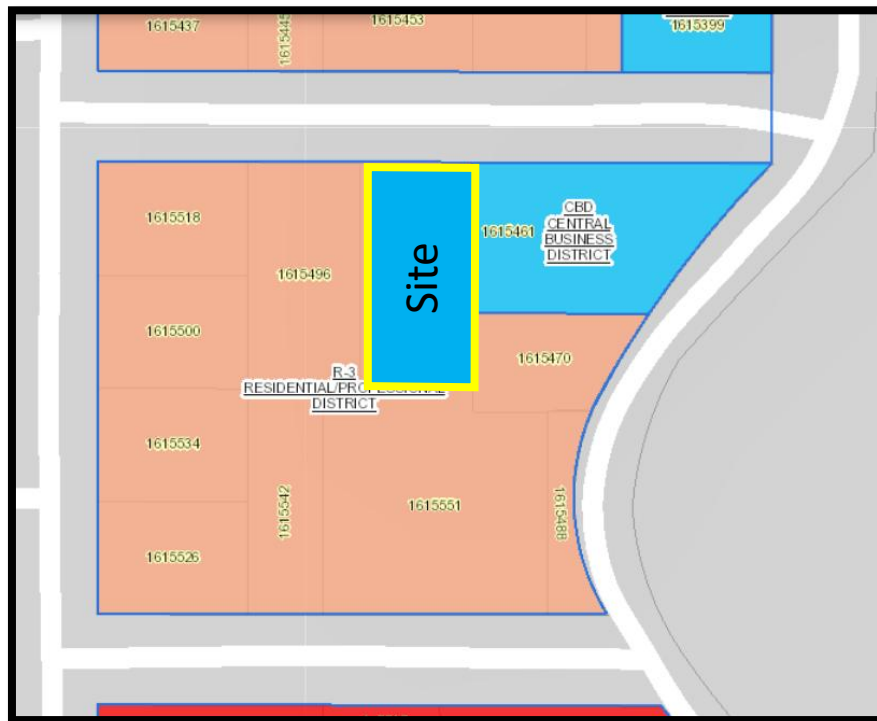


963 West Juniata Street

Zoning



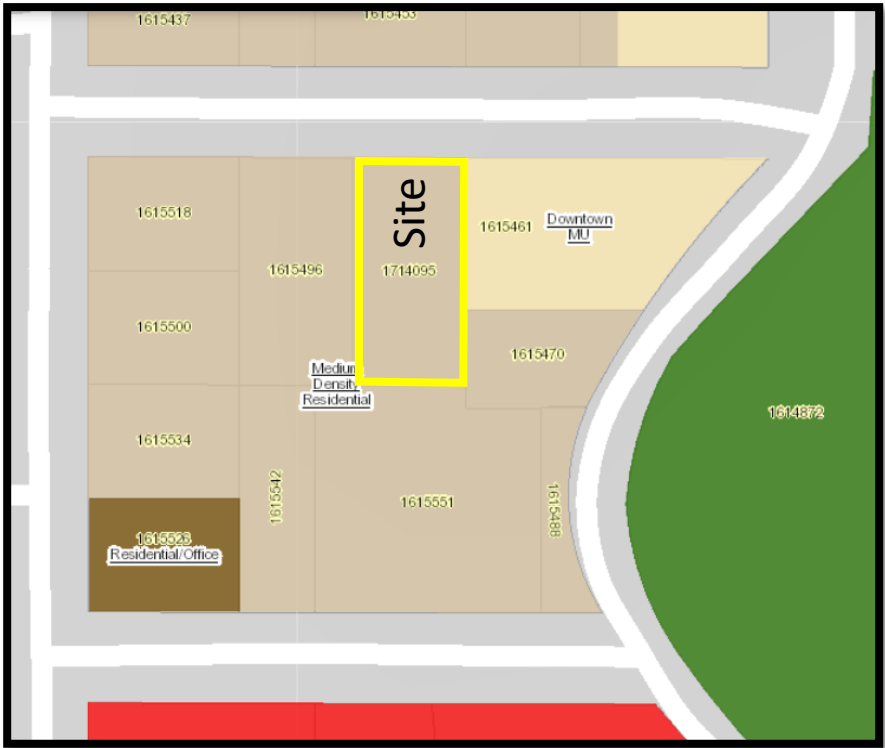
CURRENT Zoning Map: R-3 Residential/Professional



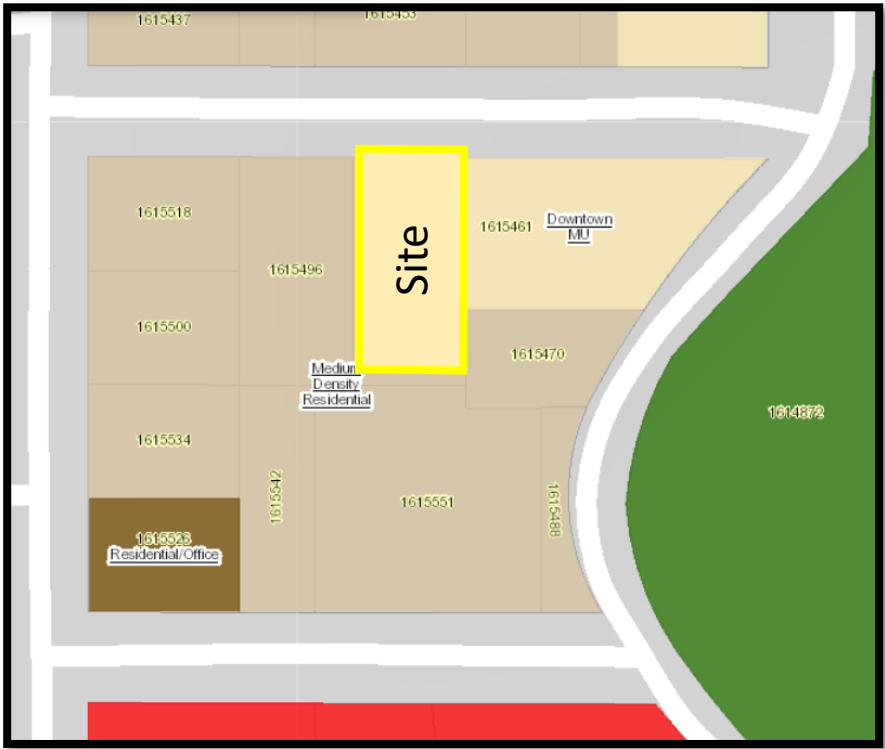
PROPOSED Zoning Map: Central Business District

963 West Juniata Street

Future Land Use

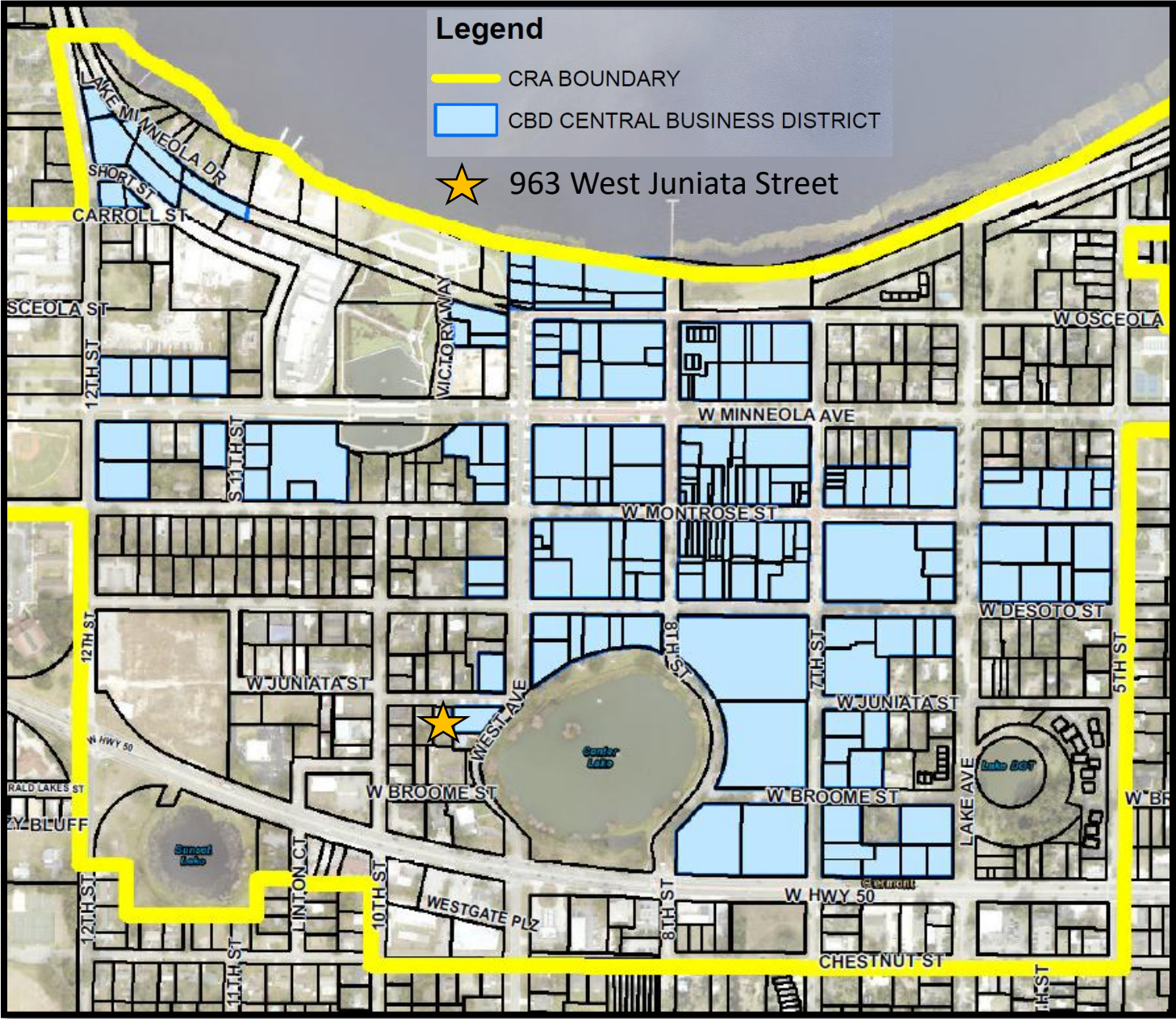


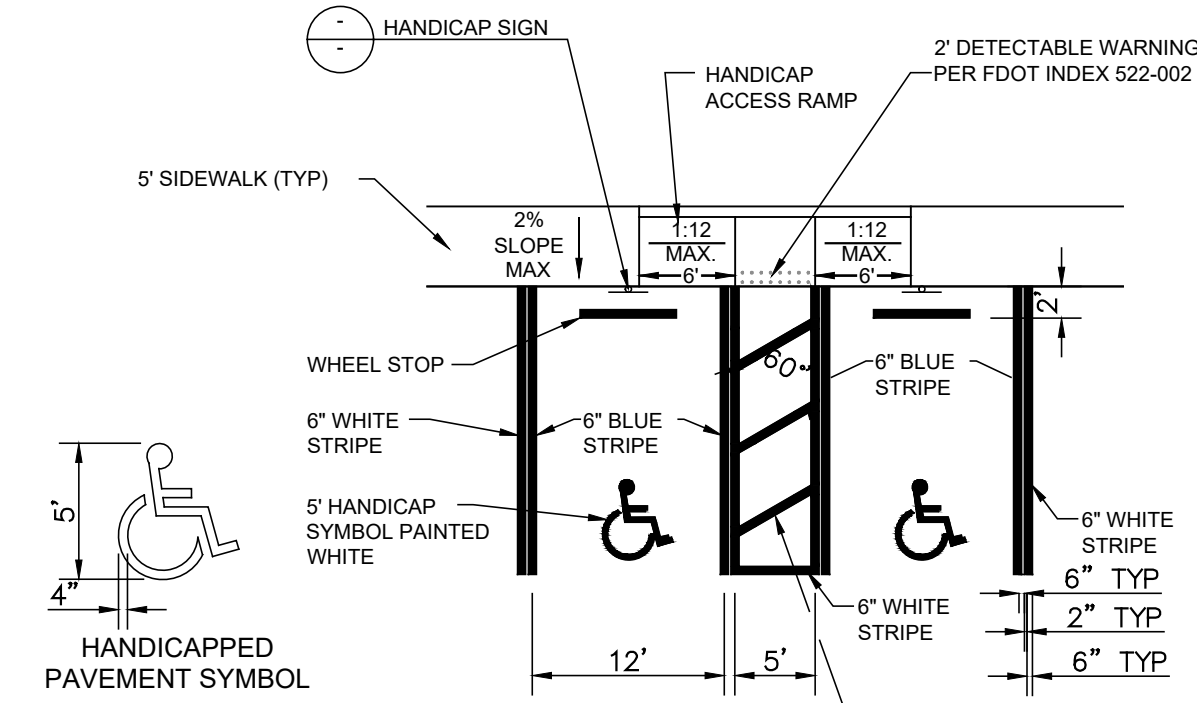
CURRENT FLU Map: Medium Density Residential



PROPOSED FLU Map: Downtown Mixed Use

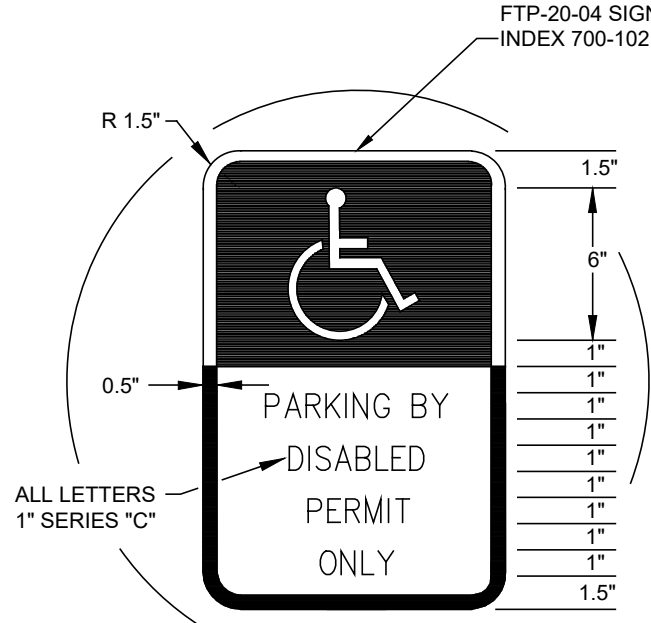
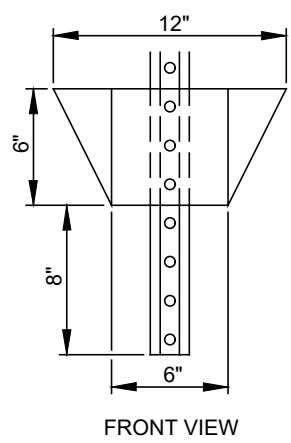
963 West Juniata Street





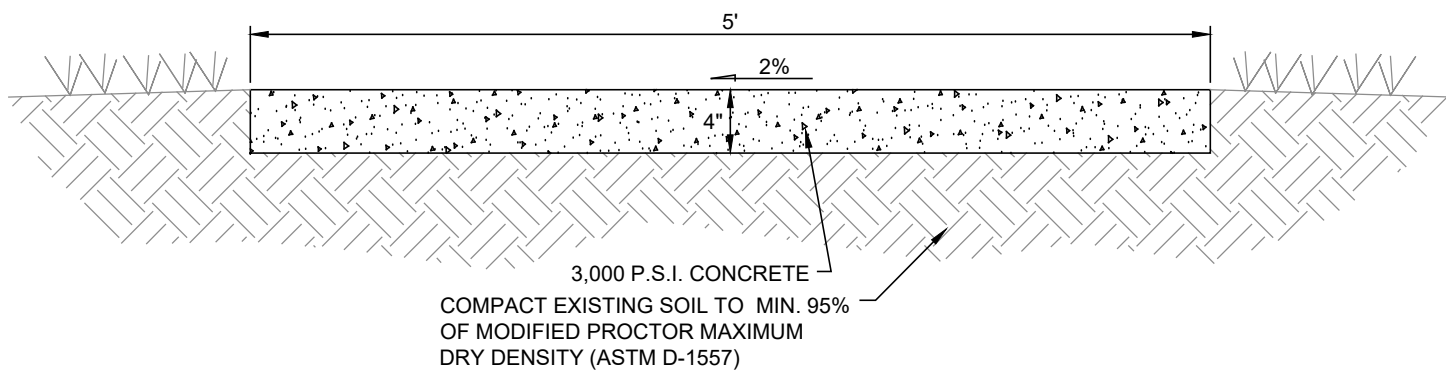
- NOTES:
- USE OF PAVEMENT SYMBOL IN HANDICAPPED PARKING SPACES IS OPTIONAL. WHEN USED THE SYMBOL SHALL BE 5 FT. HIGH AND WHITE IN COLOR.
 - STRIP HANDICAP PARKING SPACES PER THE LATEST FDOT INDEX.
 - FOR EVERY SIX OR FRACTION OF SIX PARKING SPACES, AT LEAST ONE SHALL BE A VAN PARKING SPACE.

TYPICAL HANDICAP SPACE
NOT TO SCALE

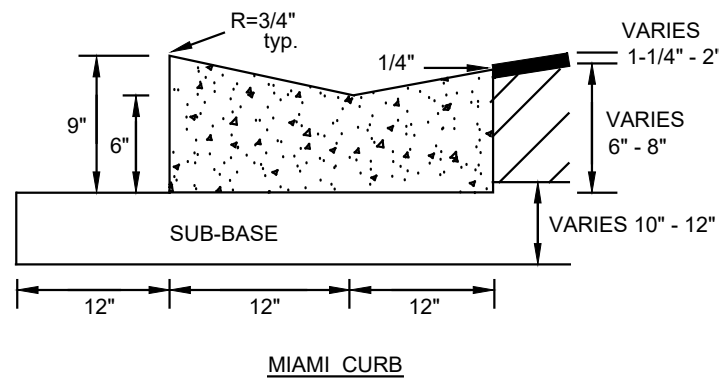


NOTE:
CONCRETE SHALL BE 3000 PSI 28 DAY STRENGTH

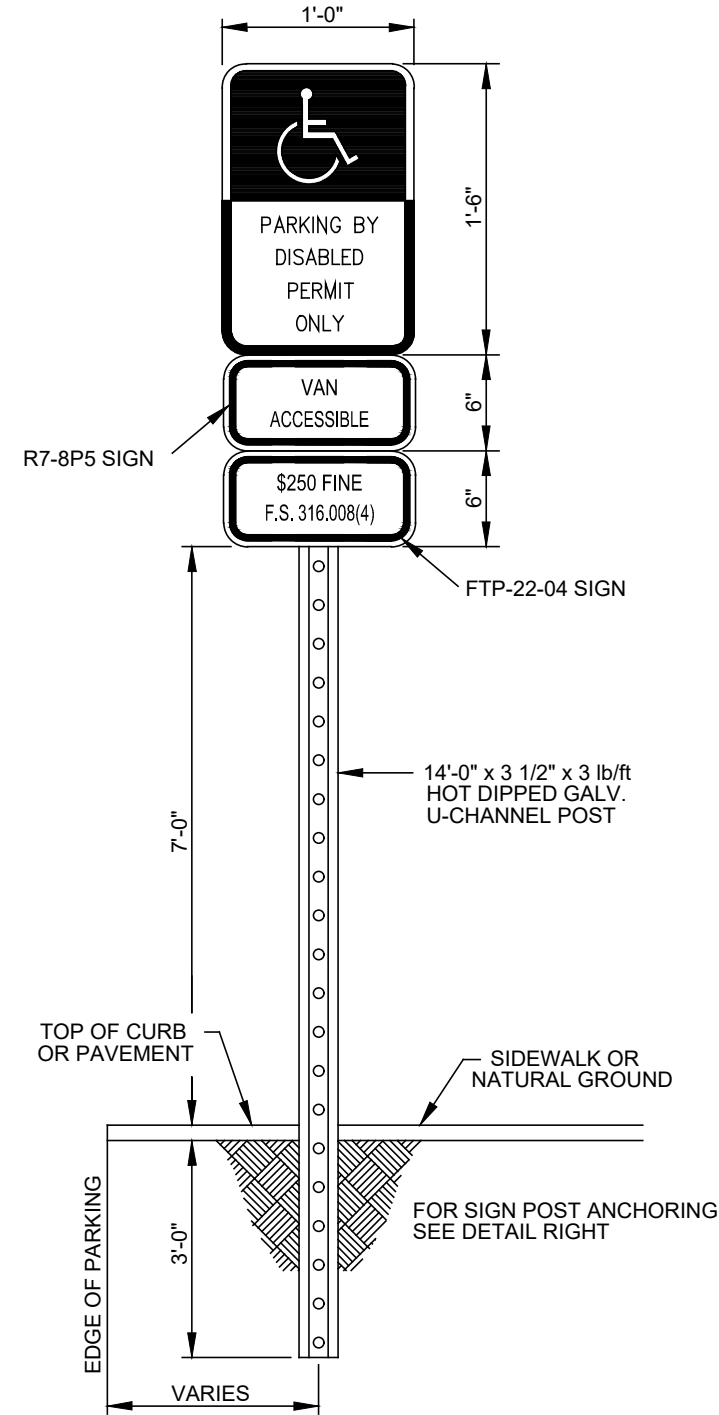
CONCRETE WHEEL STOP
NOT TO SCALE



SIDEWALK DETAIL
NOT TO SCALE



STANDARD CURB CONSTRUCTION
NOT TO SCALE



KEY NOTES

PROPERTY ADDRESS: 963 WEST JUNIATA STREET
CLERMONT, FL 34711
PARCEL NO.: 24-22-25-0100-098-00700
EXISTING LAND USE: MEDIUM DENSITY RESIDENTIAL
ZONING: R-3 RESIDENTIAL/PROFESSIONAL
PROPOSED LAND USE: DOWNTOWN MIXED USE
ZONING: CENTRAL BUSINESS DISTRICT (CBD)
GENERAL PROJECT AREA: 0.258 AC.
TOTAL LIVING AREA: 1,554 S.F.
BUILDING SETBACK REQUIREMENTS:
RIGHT OF WAY 0'
REAR PROPERTY LINE 0'
SIDE PROPERTY LINE 0'

PARKING REQUIRED
RETAIL BUSINESS, PERSONAL SERVICE AND OFFICE
ESTABLISHMENTS, ONE PARKING SPACE FOR EACH 400
SQUARE FEET OF FLOOR SPACE.
1554 / 400 = 3.8 (4) SPACES
REGULAR SPACES 4 SPACES
HANDICAP SPACES 1 SPACES
TOTAL PARKING SPACES 5 SPACES

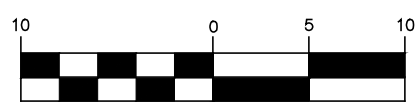
CIVIL ENGINEER
BURKETT ENGINEERING INC.
105 E. ROBINSON STREET, SUITE 501
ORLANDO, FL 32801
(407) 246-1260
calejos@burkettengineering.com
SURVEYOR
LANDTECSURVEY
700 WEST HILLSBORO BOULEVARD, SUITE 2-102
DEERFIELD BEACH, FL 33441
(561) 367-3587
www.landtecsurvey.com

LEGEND

- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVEMENT



GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

Burkett
engineering
CONSULTANTS

105 E. Robinson Street, Suite 501
Orlando, Florida 32801
Office: (407) 246-1260 Fax: (407) 246-0423
burkettengineering.com

PROFESSIONAL ENGINEERING SERVICES
DOCTOR'S OFFICE @ 963 W JUNIATA STREET
CLERMONT, FLORIDA 34711

SITE PLAN

DATE: 01-2025
PROJECT NO.: 2426.001
DRAWN BY: SF
DESIGNED BY: CA
CHECKED BY: CA
ENGINEER IN CHARGE:
CLIFFORD ALEJOS, PE

REG. # 88523
BURKETT ENGINEERING, INC.
CERT. OF AUTH. NO. 7105

SHEET NO.

1

1 OF:

963 West Juniata Street



963 West Juniata Street



Looking towards the east of the property



Looking towards the west of the property



PROPERTY ADDRESS:

963 WEST JUNIATA STREET
CLERMONT, FL 34711

On your behalf, and as a requirement for your transaction, this document has been coordinated with us by the firm shown below. Landtec Surveying, Inc. is a private firm and remains entirely responsible for this document's content.





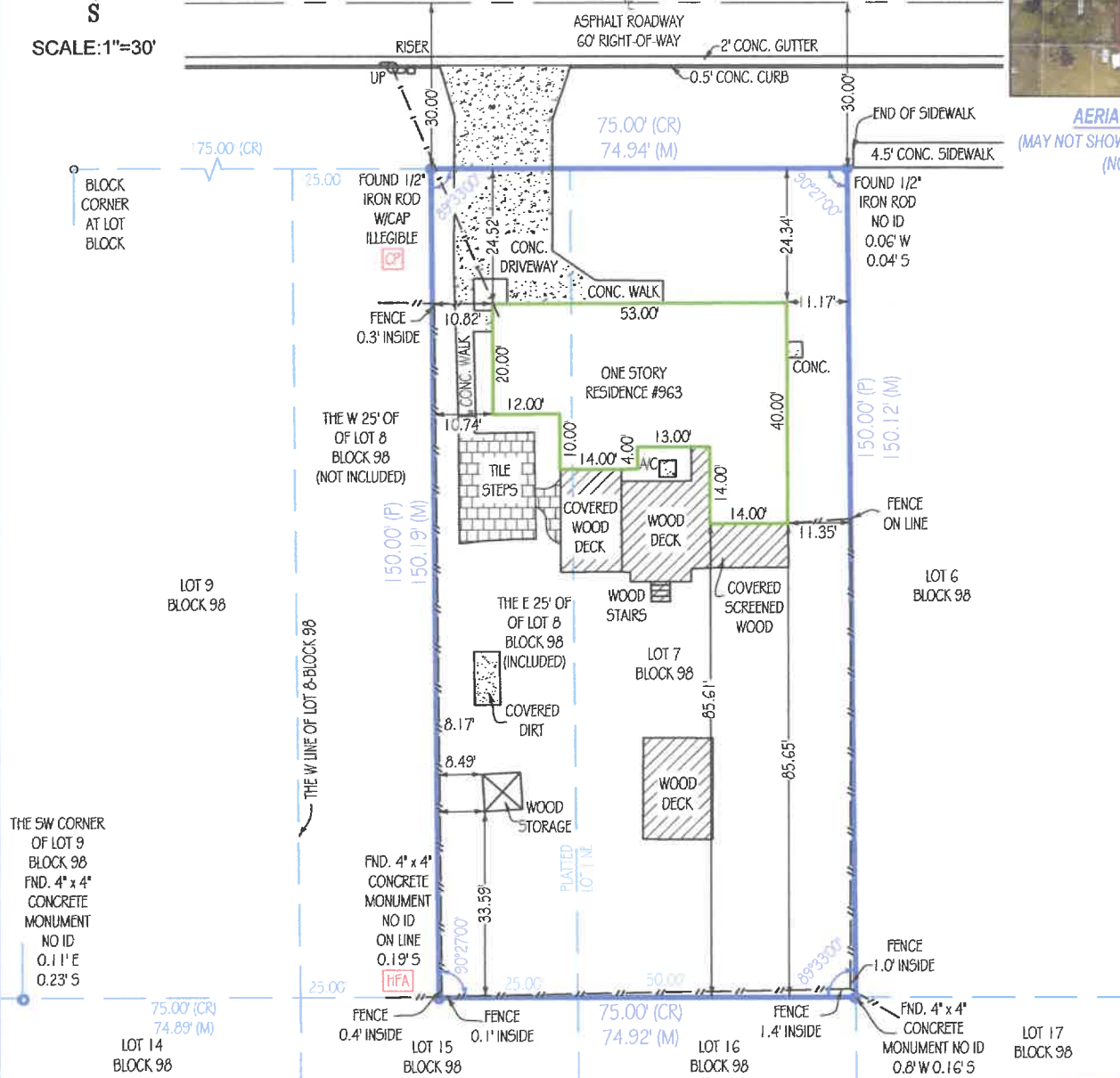
SCALE: 1"=30'

BEARING REFERENCE:
NONE. RECORD INFORMATION RELIANT UPON ANGULAR DATA ONLY.
ALL ANGULAR DATA SHOWN HEREON REFERENCED THERETO.

WEST JUNIATA STREET (FIELD) JUNIATA STREET (PLAT)



AERIAL PHOTOGRAPH
(MAY NOT SHOW LATEST IMPROVEMENTS)
(NOT-TO-SCALE)



CP = CONTROLLING POINT (POINT OF ROTATION) *HFA* = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO
Platted Easements, Notable or Adverse Conditions (unplatted easements also listed if provided by client): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN HEREON AND THEIR RELATIONSHIP TO THE BOUNDARY LINE
-NO NOTABLE CONDITIONS FOUND.

This survey has been issued by the following
Landtec Surveying office:
700 West Hillsboro Boulevard, Suite 2-102
Deerfield Beach, FL 33441
Office: (561) 367-3587
Fax: (561) 465-3145
www.Landtecsurvey.com

Elevations, if shown:
Benchmark: _____
Benchmark Elev.: _____
Benchmark Datum: _____
Elevations on Drawing are in:
N.G.V.D.29 ☐ N.A.V.D.88 ☐

Revisions:

Job Nr: 228624-CE

Date of Field Work: 11/12/2024

Drawn by: A. N.

LANDTEC

LICENSED BUSINESS No. 8507

TYPE OF SURVEY:

- ☒ BOUNDARY ☐ CONSTRUCTION ☐ CONDOMINIUM
☐ ALTA/NSPS ☐ TOPOGRAPHIC ☐ SPECIAL PURPOSE

PURPOSE OF SURVEY (SEE GENERAL NOTES BELOW):

Purchase/Refinance

LEGAL DESCRIPTION:

LOT 7 AND THE EAST ½ OF LOT 8, BLOCK 98, CITY OF CLERMONT, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PROPERTY ADDRESS:

963 WEST JUNIATA STREET
CLERMONT, FL 34711

INVOICE NUMBER: 228624-CE

DATE OF FIELD WORK: 11/12/2024

CLIENT FILE: 20-24-27

CERTIFIED TO

AMERICAS TITLE CORPORATION
WFG NATIONAL TITLE INSURANCE COMPANY
ALCOVA MORTGAGE, LLC
BLAIR HANDY

FLOOD ZONE: X

FLOOD MAP: 12069C

PANEL: 0570

SUFFIX: E

PANEL DATE: 12/18/2012

PLATTED EASEMENTS, NOTABLE OR ADVERSE CONDITIONS (UNPLATTED EASEMENTS ALSO LISTED IF PROVIDED BY CLIENT):

IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN HEREON AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.

- NO NOTABLE CONDITIONS FOUND.

ABBREVIATION LEGEND (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

A OR AL = ARC LENGTH	EL OR ELEV = ELEVATION	ONC = OVERHEAD CABLE
CO = CLEANOUT	EM = ELECTRIC METER	P = PLAT
CA = CENTRAL ANGLE	F.F.E. = FINISHED FLOOR ELEV.	PC = POINT OF CURVE
CATV = CABLE TV RISER	FR = FOUND IRON ROD	PCC = POINT OF COMPOUND CURVATURE
CF = CALCULATED FROM FIELD	FN = FOUND NAIL	PH = POOL HEATER
CH = CHORD DISTANCE	FND = FOUND	PI = POINT OF INTERSECTION
CONC. = CONCRETE	G.F.F.E. = GARAGE FINISHED FLOOR ELEV.	PK = PARKER KAELOIN
CR = CALCULATED FROM RECORD	L = LEGAL DESCRIPTION	POR = POINT OF BEGINNING
DE = DRAINAGE EASEMENT	M = MEASURED	POC = POINT OF COMMENCEMENT
		TWP = TOWNSHIP

PP = POOL PUMP	UE = UTILITY EASEMENT
PRC = POINT OF REVERSE CURVATURE	UP = UTILITY POLE
PT = POINT OF TANGENCY	WM = WATER METER
QTR = QUARTER	WV = WATER VALVE
R = RADIUS	
RNG = RANGE	
ROW = RIGHT OF WAY	
SEC = SECTION	
TR = TELEPHONE RISER	

SYMBOLS (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING - NOT TO SCALE):

☎ = UTILITY POLE	⊙ = WELL	♿ = HANDICAP PARKING SPACE
☆ = LIGHT POLE	⊕ = CENTER LINE	
■ = CATCH BASIN	⌈ = PARTY WALL	
⚡ = FIRE HYDRANT	AC = AIR CONDITIONER	⊕ = SEC. QTR. CORNER
⊙ = MANHOLE	⊙ = SEPTIC LID	
⊙ = WATER VALVE	X = ELEV. SHOT	✕ = SECTION CORNER
⊙ = WATER METER		

LINETYPES:

BOUNDARY	———
BUILDING	———
EASEMENT	---
CHAIN LINK FENCE	-x-x-
WOOD FENCE	
PLASTIC FENCE	o-o-o-
OVERHEAD CABLE	- - -

GENERAL NOTES:

- THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
- GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
- UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
- ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN ON HEREON.
- ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 2 BUSINESS WEEKS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LB (LICENSED BUSINESS) #8807.

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL (IF AFFIXED) HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.



Digitally signed
by Pablo Alvarez
Date: 2024.11.13
14:12:36 -05'00'

SIGNATURE

DATE: 11/13/2024

PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL (IF AFFIXED) OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

PRINTING INSTRUCTIONS:

WHEN PRINTING THIS PDF IN ADOBE, SELECT "ACTUAL SIZE" TO ENSURE CORRECT SCALING. DO NOT USE "FIT".

LANDTEC
SURVEYING
and Lien

LICENSED BUSINESS No. 8507

PROPERTY RECORD CARD

General Information

Name:	HANDY BLAIR & JEAN-RENE RAPHAEL JR	Alternate Key:	1714095
Mailing Address:	104 BLACKSTONE CREEK RD GROVELAND, FL 34736 Update Mailing Address	Parcel Number: ⓘ	24-22-25- 0100-098- 00700
		Millage Group and City:	00C1 Clermont
		2024 Total Certified Millage Rate:	17.0664
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	963 W JUNIATA ST CLERMONT FL, 34711	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	CLERMONT, LOT 7, E 1/2 LOT 8 BLK 98 PB 8 PG 17 ORB 6444 PG 1542		
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

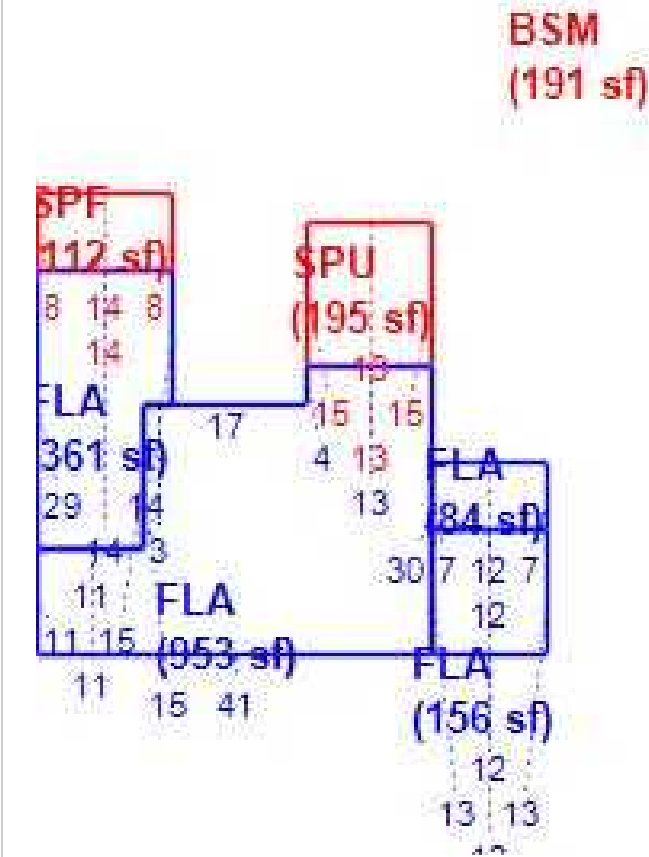
Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SINGLE FAMILY (0100)	0	0		1.000	Lot		\$135,000.00	\$135,000.00
				Click here for Zoning Info ⓘ	FEMA Flood Map				

Residential Building(s)

Building 1

Residential		Building Value: \$204,428.00	
Summary			
Year Built: 1954	Total Living Area: 1554 ⓘ	Central A/C: Yes	Fireplaces: 0
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	
Incorrect Bedroom, Bath, or other information? ⓘ			
Section(s)			
Section Type	Ext. Wall Type	No. Stories	Floor Area
BASEMENT (BSM)		1.00	191
FINISHED LIVING AREA (FLA)	Block (02)	1.00	1554
SCREEN PORCH FINISHED (SPF)		1.00	112
SCREEN PORCH UNFINISHED (SPU)		1.00	195

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Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6444 / 1542	12/02/2024	Warranty Deed	Qualified	Improved	\$376,000.00
2843 / 693	05/23/2005	Warranty Deed	Qualified	Improved	\$225,500.00
2411 / 2182	07/22/2003	Quit Claim Deed	Unqualified	Improved	\$38,300.00
1767 / 2307	12/29/1997	Warranty Deed	Unqualified	Improved	\$1.00
1577 / 474	12/29/1997	Warranty Deed	Qualified	Improved	\$79,900.00
890 / 129	09/01/1986	Warranty Deed	Qualified	Improved	\$46,500.00
849 / 1682	08/01/1985	Warranty Deed	Qualified	Improved	\$50,400.00
694 / 1090	01/01/1980	Warranty Deed	Unqualified	Improved	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2025 WORKING VALUES which are subject to change until certified. The Market Value listed below is

not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$339,428	\$339,428	\$289,428	5.0364	\$1,457.68
SCHOOL BOARD STATE	\$339,428	\$339,428	\$314,428	3.1240	\$982.27
SCHOOL BOARD LOCAL	\$339,428	\$339,428	\$314,428	2.9980	\$942.66
LAKE COUNTY WATER AUTHORITY	\$339,428	\$339,428	\$289,428	0.2940	\$85.09
ST JOHNS RIVER FL WATER MGMT DIST	\$339,428	\$339,428	\$289,428	0.1793	\$51.89
CITY OF CLERMONT	\$339,428	\$339,428	\$289,428	4.8800	\$1,412.41
LAKE COUNTY MSTU AMBULANCE	\$339,428	\$339,428	\$289,428	0.4629	\$133.98
LAKE COUNTY VOTED DEBT SERVICE	\$339,428	\$339,428	\$289,428	0.0918	\$26.57
				Total: 17.0664	Total: \$5,092.55

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓ Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
✓ Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).



CITY OF CLERMONT
**REZONING
APPLICATION**



DATE Feb 25, 2025		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) 963 W Juniata St			
Applicant Blair Handy			
Contact Person Demond Hazley			
Address PO Box 488	City Windermere	State FL	Zip 34786
Telephone [REDACTED]	Fax		
Email [REDACTED]			
OWNER INFORMATION			
Owner's Name Blair Handy			
Owner Address 963 W. Juniata St	City Clermont	State FL	Zip 34711
Telephone [REDACTED]	Email [REDACTED]		
PROPERTY INFORMATION			
Address of Subject Property 963 W Juniata	City Clermont	State FL	Zip 34711
Legal Description (include copy of survey) Lot 7 and the east ½ of lot 8, block 98, official map of the City of Clermont, according to Map or Plat thereof, as recorded in Plat Book 8, pages 17 through 23, of the public records of Lake County, Florida. 1714095			
Acreage 0.258264	Land Use (City verification required) Single Family		
Present Zoning (City verification required) R-3 Residential / Professional District	Proposed Zoning CBD Central Business District		



CITY OF CLERMONT REZONING APPLICATION

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

What are you proposing to do that would require a rezoning?

This application is to request a rezoning from R3 – Residential / Professional District to Central Business District (CBD). This is a concurrent request with a proposed FLU amendment from Medium Density Residential to Downtown Mixed Use.

This amendment is requested to facilitate the use-conversion of the existing single-family residential dwelling unit into a medical office building.

The proposed FLU amendment and rezoning will allow for adequate site parking while maintaining consistency with the adjacent medical office building to the east, the residential / professional land use mix within the area, and the development patterns in the City.

The preliminary site plan, which has been discussed with City Staff, can be found attached.

Check box to indicate additional materials are provided via attachment. ☒

Blair Handy

Applicant Name (print)

x

Applicant Name (signature)

Blair Handy

Owner Name (print)

x

Owner Name (signature)

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

(352) 394-4083 Fax: (352) 394 3542

5/22/2020