



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, June 10, 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

ADMINISTRATION OF OATH OF OFFICE OF CHIEF OF POLICE

PRESENTATIONS

Police Department Awards & Check Presentation

Bulk Sanitation Pick Up and Stormwater Presentation

PROCLAMATION

Small Business Saturday

Faith and Family Month

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.

Item No. 1 - Meeting Minutes

Consider approval of the May 27, 2025, Council Meeting Minutes.

Item No. 2 - Plat Approval

Consider approval of Phase 3 plat of Parkside Trails for 245 residential lots.

Item No. 3 - Plat Approval

Consider approval of Wellness Ridge Phase 4 plat for 181 residential lots.

Item No. 4 - Piggyback Purchase
Fire Station 3 Generator

Consider approval to purchase under the Florida Sheriffs Association Contract No. FSA23-EQU21.0 with GenServe, LLC to replace a generator in the budgeted amount of \$117,270.

Item No. 5 - Resolution No. 2025-016R
Emergency Declaration Authority

Consider annual delegation authority for the Mayor to declare a state of emergency.

**CITY OF CLERMONT
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UNFINISHED BUSINESS

- | | |
|---|--|
| Item No. 6 - Ordinance No. 2025-011 <i>Final</i>
<i>Heritage Square Florida Rezoning</i> | Consider tabling this ordinance final hearing to June 24, 2025. |
| Item No. 7 - Ordinance No. 2025-016 <i>Final</i>
<i>Vacate ROW</i> | Consider right-of-way vacation of a portion of Short Street. |
| Item No. 8 - Ordinance No. 2025-023 <i>Final</i>
<i>Vacate ROW</i> | Consider right-of-way vacation of a portion of the Wellness Way Phase 4 Plat. |
| Item No. 9 - Ordinance No. 2025-019 <i>Final</i>
<i>Ivey Ridge Annexation</i> | Consider annexing parcels of land located southeast of Lake Louisa Road and Hammock Ridge Road intersection, adjacent to Foxchase. |
| Item No. 10 - Ordinance No. 2025-020 <i>Final</i>
<i>McKinnon Groves Annexation</i> | Consider annexing parcels of land located south of Hartwood Marsh Road and west of the Lake/Orange County Line. |

NEW BUSINESS

- | | |
|--|--|
| Item No. 11 - Resolution No. 2025-015R
<i>Employee Policy Amendment and Four-10-hour day Work Week Adoption</i> | Consider a resolution to amend, restate, and readopt the Employment Policies Manual and consider implementation of a compressed work week for city hall and city administration employees. |
| Item No. 12 - Ordinance No. 2025-022 <i>Intro</i>
<i>963 W. Juniata Street SSCPA</i> | Consider a request for a small-scale comprehensive plan amendment to change from Medium Density Residential to Residential/Office. |
| Item No. 13 - Ordinance No. 2025-024 <i>Intro</i>
<i>Code Enforcement Special Magistrate</i> | Consider ordinance introduction to establish a Special Magistrate. |

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

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

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

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

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

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

PROCLAMATION

Whereas, small businesses are the backbone of our economy, representing the spirit of innovation, entrepreneurship, and community investment; and

Whereas, small businesses contribute significantly to local economies by creating jobs, providing unique goods and services, and fostering a sense of place and identity within our neighborhoods; and

Whereas, supporting small businesses strengthens our communities by encouraging economic diversity, resilience, and sustainable growth; and

Whereas, it is in the public interest to recognize and celebrate the vital role that small businesses play in the prosperity and cultural richness of our towns and cities; and

Whereas, the City of Clermont encourages all residents, visitors, and members of our community to support local entrepreneurs by shopping, dining, and engaging with small and independently-owned businesses on the second Saturday of the month throughout the year; and

Whereas, Let this day serve as a recurring reminder of the value and importance of our small business community and the lasting impact of our collective support.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the second Saturday of each month as:

Small Business Saturday

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

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

PROCLAMATION

Whereas, faith and family are foundational pillars of strong communities, providing strength, support, and purpose to individuals and families across our great nation; and

Whereas, families are the bedrock of society, nurturing the next generation and serving as the first teachers of values such as compassion, responsibility, respect, and integrity; and

Whereas, faith traditions and spiritual practices contribute significantly to the moral and cultural fabric of our communities, inspiring service, fostering hope, and encouraging unity and understanding among diverse peoples; and

Whereas, the bonds of family, whether formed by blood, marriage, adoption, or commitment, are strengthened by shared beliefs, traditions, and the time spent together in reflection, worship, and service; and

Whereas, recognizing and celebrating Faith and Family Month encourages individuals and communities to deepen their spiritual lives, cherish time with loved ones, and uphold the values that sustain our common life; and

Whereas, it is fitting to dedicate time each year to honor the vital role that faith and family play in shaping our lives and building a more compassionate, just, and united society.

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

Faith and Family Month

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

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
May 27, 2025

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, May 27, 2025 at 5:30pm in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 5:30pm with the following Council Members present: Council Members Howard, Myers and Petersen.

Absent: Council Member Strange

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PROCLAMATION

City Clerk Howe read the Election Proclamation for Seats 2 and 4.

PRESENTATIONS

Sheri Lewin, Founder and Executive Director of Thrive Clermont thanked the city for ten years of partnership. She spoke about the activities that are planned and introduced three young ladies who provided a summary of their involvement with Thrive Clermont.

Finance Director Borrer presented the quarterly budget report summary. The report details January through March of 2025 and is available on the city website. Discussion regarding rate increases for personnel as well as collection of impact fees were discussed.

PUBLIC COMMENTS

John Tidona, 3611 Briar Run Drive – spoke about volunteers and the Planning and Zoning Commission.

Joe Fumasi, 2993 Jumping Jack Way – provided an update on the workshop with Lake County regarding the Wellness Way MSTU and the agreement that was made for the next two years.

Sarah Layland, 856 East Avenue – expressed concern with the Golden Gals show being hosted at the Clermont Performing Arts Center.

Charlene Forth, 939 W. Desoto – spoke about the Police Chief position not being filled.

Gavin Brown, Clermont – spoke about support and inclusivity within the community.

Vincent Niemiec, Regency Hills – spoke about volunteers and the Planning and Zoning Commission.

Jenny May, 4062 Greystone Drive – spoke about updating the Comprehensive Plan.

Valerie Schuett, 931 W. Montrose Street – would like on update on the process of updating the Comprehensive Plan.

Development Services Director Henschel stated that staff is working with East Central Florida Regional Planning Council and are halfway through the process.

Discussion ensued on moving forward with the process which has been paused by Council or to move forward with another company.

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Council Member Howard expressed the need for overlay for certain areas. He would like to move forward with the current process while looking into another company for specific areas of the city.

Consensus was to move forward with the current process.

AGENDA CHANGES

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

Item No. 5 – Ordinance No. 2025-017, *Land Development Code Amendment*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 123, “VEGETATION”, ARTICLE I “IN GENERAL”, SECTION 123-1 “DEFINITIONS”; ARTICLE II “LANDSCAPING”, SECTION 123-40(C) “INSTALLATION OF LANDSCAPE MATERIAL”, SECTION 123-42(4) “PLANT MATERIAL”, SECTION 123-43(E3)(F2)(K) “LANDSCAPE BUFFERS”, SECTION 123-46(2) “LANDSCAPING ADJACENT TO FENCES, WALLS OR DUMPSTER ENCLOSURES”, SECTION 123-47 “PREFERRED TREE LIST”, SECTION 123-48 “PREFERRED SHRUB LIST”, SECTION 123-49 “NONPREFERRED TREES”, PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Interim City Manager Van Wagner informed the Council this is a request to table the item to July 29, 2025.

Council Member Howard moved to table Item No. 5 Ordinance No. 2025-017, Land Development Code Amendment to July 29, 2025; seconded by Council Member Petersen. Passed unanimously 4-0 with all members present voicing aye.

Item No. 6 – Ordinance No. 2025-018, *Irrigation and Landscaping Regulations Final*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 18, “ENVIRONMENT AND NATURAL RESOURCES”, ARTICLE VIII “WATER EFFICIENT IRRIGATION AND LANDSCAPING”; DIVISION 1 “GENERALLY”, SECTION 18-212 “DEFINITIONS”, SECTION 18-216 “APPLICATION OF LANDSCAPE AND IRRIGATION SYSTEM DESIGN PROVISIONS”, SECTION 18-218 “EXCEPTION TO LANDSCAPE IRRIGATION PROVISIONS”; DIVISION 2 “IRRIGATION”, SECTION 18-247 “IRRIGATION PLAN SUBMITTAL”, SECTION 18-248 “IRRIGATION SYSTEM DESIGN”, SECTION 18-250 “LANDSCAPE IRRIGATION SCHEDULE”; DIVISION 3 “LANDSCAPING”, SECTION 18-279 “LANDSCAPING STANDARDS”, SECTION 18-281 “DESIGN STANDARDS”, PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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City Clerk Howe read the title aloud.

Interim City Manager Van Wagner informed the Council this is a request to table the item to July 29, 2025.

Council Member Howard moved to table Item No. 6 Ordinance No. 2025-018, Irrigation and Landscaping Regulations Final to July 29, 2025; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 7 – Ordinance No. 2025-019, Ivey Ridge Annexation Final

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Interim City Manager Van Wagner informed the Council this is a request to table the item to June 10, 2025.

Council Member Howard moved to table Item No. 7 Ordinance No. 2025-019, Ivey Ridge Annexation Final to June 10, 2025; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 8 – Ordinance No. 2025-020, McKinnon Groves Annexation Final

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Interim City Manager Van Wagner informed the Council this is a request to table the item to June 10, 2025.

Council Member Petersen moved to table Item No. 8 Ordinance No. 2025-020, McKinnon Groves Annexation Final to June 10, 2025; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

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 May 13, 2025 Council Meeting Minutes.

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Item No. 2 – Plat Approval

Consider a replat of Lot 12 within the Plaza Collina Development for 4 commercial lots.

Council Member Howard moved to approve Consent Agenda items 1-2; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 3 – Ordinance No. 2025-014, *Business Tax Repeal Amendments to Code Final*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ALL CHAPTERS OF THE CODE MENTIONING BUSINESS TAX RECEIPTS; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the title aloud.

City Attorney Waugh stated that Council repealed the Business Tax Receipts months ago. There are many provisions within the code that mention Business Tax Receipts so this ordinance removes any mention of Business Tax Receipts within the code.

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

Council Member Howard moved to approve Item No. 3 Ordinance No. 2025-014, Business Tax Repeal Amendments to Code Final; seconded by Council Member Petersen. Passed unanimously 4-0 with all members present voicing aye.

Item No. 4 – Ordinance No. 2025-015, *Vacate ROW Final*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A 30 FEET BY 30 FEET PORTION OF HIGHLAND RANCH BOULEVARD, ACCORDING TO THE PLAT OF HIGHLAND RANCH THE CANYONS PHASE 6, RECORDED IN PLAT BOOK 74, PAGES 49-57, 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.

City Clerk Howe read the title aloud.

Development Services Planner Kruse presented the item. The applicant, Center Lake Properties, LLLP, is requesting the vacation of a 30 feet by 30 feet right-of-way area that was platted as part of Highland Ranch the Canyons Phase 6. This space was originally intended for a subdivision entry feature, but is no longer needed. The applicant would like the City to vacate this portion so it can be absorbed into the commercial development to the north. City staff do not oppose this request and supports the vacation petition.

Matthew Smith was present on behalf of the applicant and was available for questions.

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

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Council Member Howard moved to approve Item No. 4 Ordinance No. 2025-015, Vacate ROW Final; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 5 - This item was addressed earlier in the meeting and tabled to July 29, 2025.

Item No. 6 - This item was addressed earlier in the meeting and tabled to July 29, 2025.

Item No. 7 – This item was addressed earlier in the meeting and tabled to June 10, 2025.

Item No. 8 – This item was addressed earlier in the meeting and tabled to June 10, 2025.

NEW BUSINESS

Item No. 9 – Resolution No. 2025-014R, Budget Amendment #4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR 2024-2025.

City Clerk Howe read the title aloud.

Finance Director Borrer presented the mid-year reconciliation. He highlighted some of the bigger items and stated that the Waste Water Treatment Plant would be completed earlier than anticipated.

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

Council Member Howard moved to approve Item No. 9 Resolution No. 2025-014R, Budget Amendment #4; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye

Item No. 10 – Ordinance No. 2025-016, Vacate ROW Intro

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF SHORT STREET RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 71, 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.

City Clerk Howe read the title aloud.

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

Council Member Howard moved to introduce Item No. 10 Ordinance No. 2025-016, Vacate ROW Intro; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye

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Item No. 11 – Ordinance No. 2025-023, *Vacate ROW Intro*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING PROPERTY AS DESCRIBED IN DEED BOOK 357, PAGE 17, AND DEED BOOK 357, PAGE 18, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND PHYSICALLY LOCATED ON WELLNESS WAY WITHIN THE CITY OF CLERMONT AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the title aloud.

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

Council Member Howard moved to introduce Item No. 11 Ordinance No. 2025-023, Vacate ROW Intro; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye

REPORTS

CITY MANAGER REPORT

Interim City Manager Van Wagner –

- Requested a workshop on June 17 regarding downtown.

Council agreed to a workshop at 3:00 pm on June 17.

- June 6 is the First Friday Food truck downtown.
- Caribbean Jerk Festival is on June 7 and the boat ramp will be closed for this event.
- Visited the Veterans wall over the weekend.

CITY ATTORNEY REPORT

City Attorney Waugh –

- There is new litigation for a traffic matter out of the city limits.
- Working with directors on matters that will be presented to Council in the near future.

CITY COUNCIL REPORT

Council Member Howard –

- Requested Interim City Manager Van Wagner provide Council with the non-conforming properties in Wellness Way.
- The old Clermont Elementary School put up an LED sign and asked Interim City Manager Van Wagner to speak with Lake County School Board regarding when the sign will operate.
- Requested City Attorney Waugh provide Council with the types of items requiring a public hearing.

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Council Member Myers –

- Attended the Memorial Day service.
- Requested to have two designated parking spots for Veterans at City Hall.

Council Member Petersen –

- Attended a few Memorial Day services.
- City received first ambulance.

Mayor Murry –

- Informed the public that Council cannot direct the City Manager to hire staff.
- Requested Interim City Manager Van Wagner to address the Golden Gals performance at the Clermont Performing Arts Center.

Interim City Manager Van Wagner stated that there is no current policy on the type of shows that play at the Clermont Performing Arts Center He requested input from City Council on the types of shows they would like to see there.

Discussion ensued on having age restrictions on certain shows, parental advisories and disclaimers on adult content. The consensus from Council was to leave the decision to parents on which shows children can attend.

- Spoke about hearing and discussing ordinances at the final reading versus the introduction.

Council Member Howard requested City Attorney Waugh speak on his recommendation on when to hear an ordinance.

City Attorney Waugh stated that the practice of the City of Clermont has been to hear and discuss the ordinance at the final hearing. If major changes are requested at the final hearing it may cause the need to re-advertise versus hearing and requesting changes at the introduction.

- When will a vote be required regarding the Wellness Way MSTU renewal.

City Attorney Waugh stated that the MSTU would automatically renew unless it is terminated two months prior to October 22.

Council Member Howard inquired about adding specific language stating that Lake County has to abide by the agreement they made with the residents and if things are not, where they need to be in two years, Council will shut down the MSTU. He inquired whether adding language would be appropriate or let them know that is the intent of Council.

City Attorney Waugh stated that Council could make a policy change but another Council can amend that. Council could take action to eliminate the MSTU and to be brought back, it would have to go through the process again.

Council consensus was to add the language Council Member Howard stated to the MSTU and brought back to Council.

- Thanked Chief Mock for the Memorial Day program.

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- Thanked everyone involved for getting the Memorial Wall to Waterfront Park.
- Thanked the Kiwanis Club of Clermont for placing flags on fallen hero's graves at Oak Hill cemetery.
- Mayors luncheon will be on June 3 at Guru at 12:00 pm.
- Inquired as to the reason the Fire Department refused 100 free gas detectors from Lake Apopka Natural Gas.
- Requested a community forum on Meet Us in the Middle.

Interim City Manager Van Wagner stated that this item will be discussed at June 17 workshop.

Mayor Murry said he would like to see a community forum separate from the workshop to present options.

- Requested information on the ambulance purchase.

Interim City Manager Van Wagner informed Council that funds were used from the existing Fire Department budget. Fire Chief Ezell assured that if ambulance service does not move forward then they can still use the vehicle for other things.

Mayor Murry passed the gavel to Mayor Pro Tem Myers.

Mayor Murry motioned the City Council authorize the City Manager to seek proposals from qualified accounting firms to conduct a comprehensive forensic audit of the following funds within the next six months. General funds, debt services funds, capital improvement funds, enterprise funds, impact funds and any other funds Council feels need to be included. The forensic audit shall encompass a ten-year period from the date of hiring the selected firm and will be funded from the city excess fund balance. The forensic audit is to ensure transparency and accountability in the financial operations to identify any irregularities and to strengthen the trust of our citizens and the management of public funds. Conducting this audit will provide a detailed analysis of the financial transactions and the practices within the identified funds allowing us to uphold our commitment to fiscal responsibility. Approving this motion, the Council will be taking a positive step in promoting financial integrity and enhance the city's accountability. I encourage each Council Member to support this motion.

Council Member Howard was not in support of the motion. He stated he did not feel any money had been taken from the city illegally and will not waste money on a ten-year audit.

Motion died from the lack of a second.

Mayor Pro Tem Myers passed the gavel back to Mayor Murry.

Discussion ensued on the statement that the city found \$2.1 million from Pulte. Interim City Manager Van Wagner explained the funds were received but not appropriated correctly, staff found the issue and it has been corrected.

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ADJOURN: With no further comments, this meeting adjourned at 7:49 pm.

APPROVED:

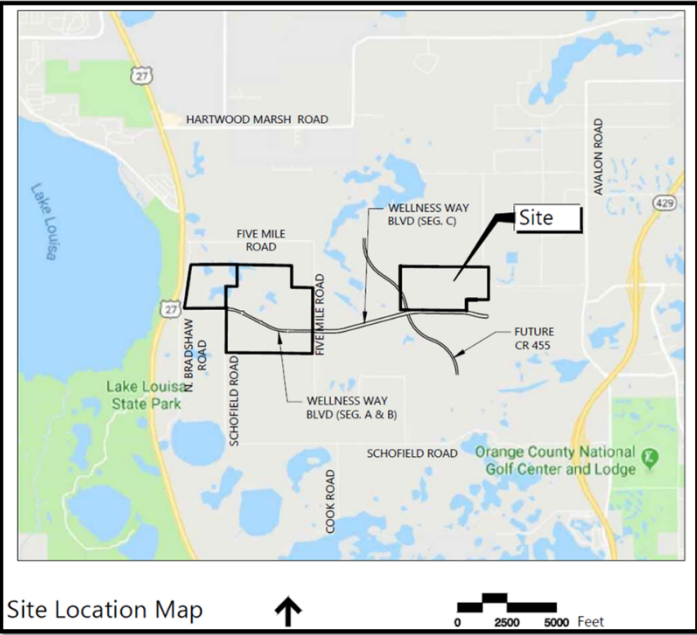
Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



AGENDA ITEM

Meeting Date			
Tuesday, June 10, 2025			
Agenda Item Name			
Plat Approval			
Requested Action			
Recommend approval of Parkside Trails Phase 3 Plat			
Staff Report			
The applicant, Pulte Homes, is requesting the platting of 245 residential lots along with recreation tracts, stormwater tracts and landscape tracts within the Parkside Trails Subdivision. This is the second plat within the overall development, which has been approved for 948 total lots. The first plat was for 251 lots and with this plat, brings the total to 496 total lots. The property is located at the eastern end of Wellness Way Blvd at the Orange County line. As part of the Community Benefit Agreement, Pulte Homes will be paying the second installment of the benefit agreement on or before June 11, 2025, in the amount of \$435,000. The City's surveyor and engineer reviewed the plat and the plat are in compliance with Chapter 177 of the Florida Statutes and the City's Land Development Code. Staff recommends approval of the plat, Parkside Trails Phase 3.			
 Site Location Map			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1. Parkside Trails Ph 3 Plat 4-24-25 CC	Parkside Trails Ph 3 Plat 4-24-25 CC.pdf		

PARKSIDE TRAILS - PHASE 3

REPLATTING A PORTION OF TRACT FD-2 OF PARKSIDE TRAILS – PHASE 1,
AS RECORDED IN PLAT BOOK 84, PAGES 79 THROUGH 92 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
LYING IN SECTION 24, TOWNSHIP 23 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

SHEET 1 OF 8

PLAT BOOK ____ OF ____

PARKSIDE TRAILS – PHASE 3

DEDICATION

THIS IS TO CERTIFY THAT JEN FLORIDA 47 LLC, A FLORIDA LIMITED LIABILITY COMPANY IS THE THE LAWFUL OWNER OF ALL THE LANDS (HEREAFTER REFERRED TO AS "OWNER") AND HAS CAUSED THE SAME TO BE SURVEYED, AND THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS. THE OWNER HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES ALL UTILITY EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC.

1. TO THE CITY OF CLERMONT:
THE UTILITY EASEMENTS OVER, ACROSS AND UPON THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS TRACT SW-5 FOR THE PURPOSE OF ACCESSING SAID UTILITY EASEMENTS.
2. TO PARKSIDE TRAILS COMMUNITY DEVELOPMENT DISTRICT
TRACTS AL-7, AL-8, AL-9, AL-10 AND AL-11 (ALLEYS)
TRACTS LA-7, LA-8, LA-9, LA-11, LA-12 AND LA-13 (LANDSCAPE).
TRACTS OS-13, AND OS-15 (OPEN SPACE).
TRACT REC-5 (RECREATION).
TRACT SW-5 (STORMWATER).
STREETS SHALL BE OWNED AND MAINTAINED BY THE DISTRICT FOR THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, THE UNDERSIGNED JEN FLORIDA 47 LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED ON THIS ____ DAY OF ____ 2025.

BY: JEN FLORIDA 47 LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY:
PRINTED NAME: _____
TITLE: _____

SIGNED AND SEALED IN
THE PRESENCE OF: _____

PRINTED NAME OF WITNESS: _____

PRINTED NAME OF WITNESS: _____

STATE OF
COUNTY OF

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2025, BY _____ AS _____ OF JEN FLORIDA 47 LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____. AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARY PUBLIC _____

PRINTED NAME: _____

COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081 F.S., I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES, AND FIND 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.

NAME: JENNINGS E. GRIFFIN DATE
PROFESSIONAL LAND SURVEYOR. NO. 4486

CERTIFICATE OF APPROVAL OF 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 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 365 DAYS FROM THE DATE OF APPROVAL BY SAID CITY OF CLERMONT, FLORIDA.

ATTEST: CITY OF CLERMONT

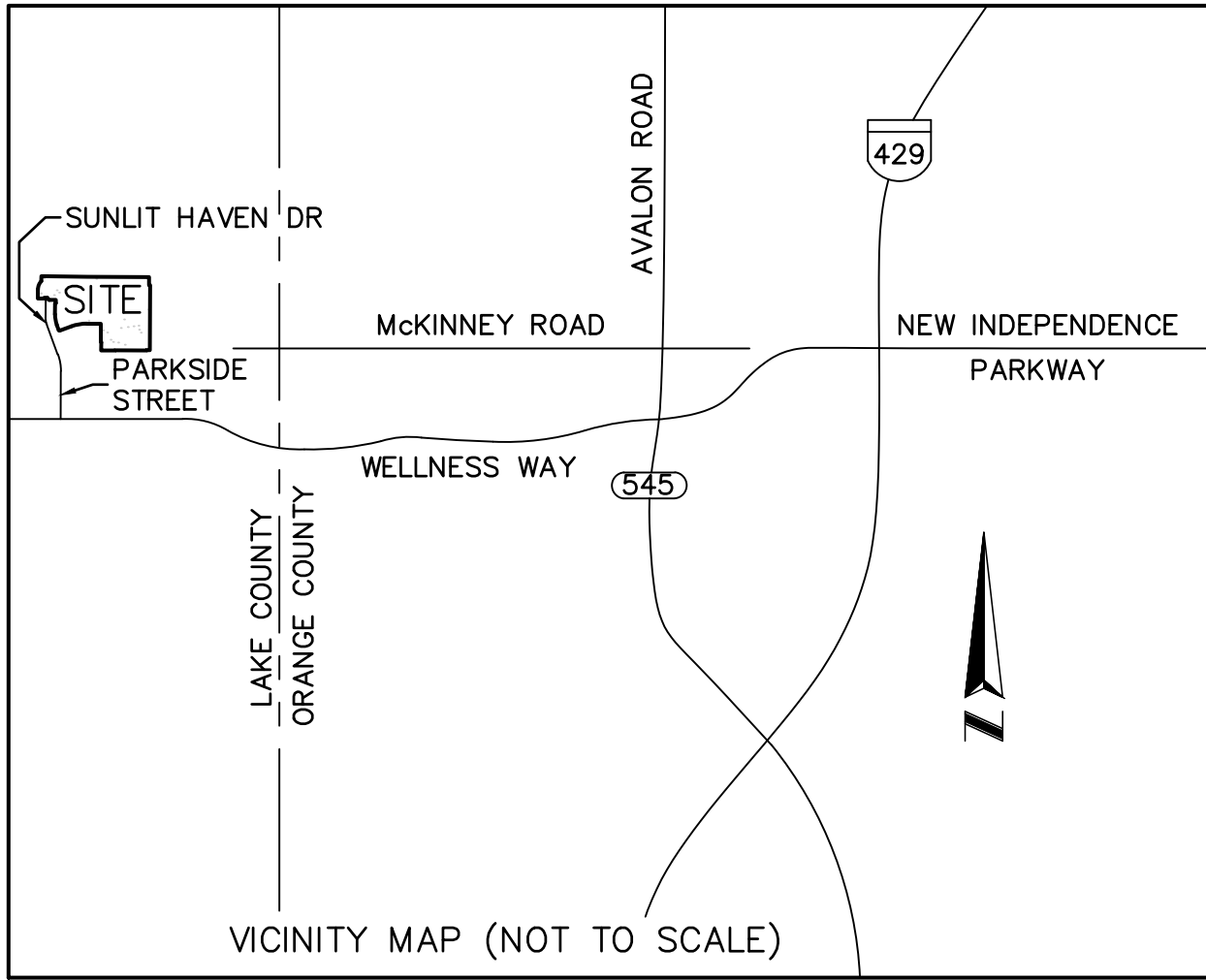
CITY CLERK _____ MAYOR _____

PRINT NAME _____ PRINT NAME _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, F.S., AND WAS FILED FOR RECORD ON ____ AT _____ FILE NO. _____

CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA



VICINITY MAP (NOT TO SCALE)

LEGEND

- SET 4"x4" CONCRETE MONUMENT
LB #8627, PERMANENT REFERENCE MONUMENT (PRM)
- ▣ RECOVERED 4"x4" CONCRETE MONUMENT AS NOTED
- SET NAIL AND DISK
LB #8627, PERMANENT CONTROL POINT (PCP)
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- PI POINT OF INTERSECTION
- NR NON RADIAL
- NT NON TANGENT
- ℄ CENTERLINE
- UE UTILITY EASEMENT
- AUDE ACCESS UTILITY AND DRAINAGE EASEMENT
- ID IDENTIFICATION
- PB PLAT BOOK
- PG(S) PAGE(S)
- CCR# CERTIFIED CORNER RECORD
- R/W RIGHT-OF-WAY
- OA OVERALL
- ORB OFFICIAL RECORD BOOK
- R RADIUS
- CB CHORD BEARING
- CD CHORD LENGTH
- L ARC LENGTH
- Δ CENTRAL ANGLE
- ↷ CHANGE IN DIRECTION
- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR AND MAPPER

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.

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT ON _____, I COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT OR PLAN: THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND PLATTED AND WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON; AND THIS PLAT COMPLIES WITH ALL 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.

BY: _____ DATE: _____

JAMES L. RICKMAN
P.S.M. #5633
ALLEN & COMPANY
LICENSED BUSINESS #8627
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING A PORTION OF TRACT FD-2 PARKSIDE TRAILS PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 84, PAGES 79 THROUGH 92, BEING A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE RUN SOUTH 89°20'55" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 24 FOR A DISTANCE OF 1775.52 FEET TO THE NORTHWEST CORNER OF SAID TRACT FD-2 AND THE POINT OF BEGINNING; THENCE RUN SOUTH 89°20'55" EAST ALONG SAID NORTH LINE AND THE NORTH LINE OF SAID TRACT FD-2 FOR A DISTANCE OF 881.00 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE RUN SOUTH 89°42'53" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24 AND SAID NORTH LINE OF TRACT FD-2 FOR A DISTANCE OF 1166.65 FEET; THENCE DEPARTING SAID NORTH LINES RUN SOUTH 00°16'00" WEST FOR A DISTANCE OF 153.02 FEET; THENCE RUN SOUTH 89°44'00" EAST FOR A DISTANCE OF 19.30 FEET; THENCE RUN SOUTH 00°16'00" WEST FOR A DISTANCE OF 1237.09 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT FD-2; THENCE RUN ALONG SAID SOUTHERLY LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 89°44'00" WEST FOR A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 00°16'00" WEST FOR A DISTANCE OF 5.23 FEET; THENCE RUN NORTH 89°44'00" WEST FOR A DISTANCE OF 600.00 FEET; THENCE RUN SOUTH 00°16'00" WEST FOR A DISTANCE OF 4.00 FEET; THENCE RUN NORTH 89°44'00" WEST FOR A DISTANCE OF 264.01 FEET; THENCE RUN NORTH 00°29'23" EAST FOR A DISTANCE OF 153.46 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF NORTH 24°12'39" WEST, AND A CHORD DISTANCE OF 20.72 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°57'17" FOR A DISTANCE OF 21.36 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°16'00" EAST FOR A DISTANCE OF 335.00 FEET; THENCE RUN NORTH 89°44'00" WEST FOR A DISTANCE OF 268.04 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 850.00 FEET, WITH A CHORD BEARING OF SOUTH 80°08'00" WEST, AND A CHORD DISTANCE OF 299.10 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°16'00" FOR A DISTANCE OF 300.66 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 70°00'00" WEST FOR A DISTANCE OF 233.39 FEET TO THE SOUTHWEST CORNER OF SAID TRACT FD-2 AND THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 15.00 FEET, WITH A CHORD BEARING OF NORTH 65°00'00" WEST, AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN ALONG THE WESTERLY LINE OF SAID TRACT FD-2 THE FOLLOWING BEARINGS AND DISTANCES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 20°00'00" WEST FOR A DISTANCE OF 103.86 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 587.00 FEET, WITH A CHORD BEARING OF NORTH 09°52'00" WEST, AND A CHORD DISTANCE OF 206.55 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°16'00" FOR A DISTANCE OF 207.63 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°16'00" EAST FOR A DISTANCE OF 197.83 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET, WITH A CHORD BEARING OF NORTH 45°16'00" EAST, AND A CHORD DISTANCE OF 21.21 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 23.56 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 00°16'00" EAST FOR A DISTANCE OF 60.00 FEET; THENCE RUN NORTH 89°44'00" WEST FOR A DISTANCE OF 122.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET, WITH A CHORD BEARING OF NORTH 44°44'00" WEST, AND A CHORD DISTANCE OF 56.57 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 62.83 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 89°44'00" WEST FOR A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 00°16'00" WEST FOR A DISTANCE OF 13.43 FEET; THENCE RUN NORTH 89°44'00" WEST FOR A DISTANCE OF 120.00 FEET TO A POINT ON THE EASTERLY LINE OF TRACT SW-4 OF SAID PARKSIDE TRAILS PHASE 1; THENCE RUN ALONG SAID EASTERLY LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 00°16'00" EAST FOR A DISTANCE OF 173.43 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 220.00 FEET, WITH A CHORD BEARING OF NORTH 22°46'00" EAST, AND A CHORD DISTANCE OF 168.38 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00" FOR A DISTANCE OF 172.79 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 00°39'05" EAST FOR A DISTANCE OF 93.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.36 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 24-23-26, AS BEING SOUTH 89°20'55" EAST.
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (NR).
- ALL LOT CORNERS WILL BE SET ACCORDING TO CHAPTER 177.091(9), PRIOR TO TRANSFER OF OWNERSHIP.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION
- TRACTS AL-7, AL-8, AL-9, AL-10 AND AL-11 (ALLEYS) SHALL BE OWNED AND MAINTAINED BY PARKSIDE TRAILS COMMUNITY DEVELOPMENT DISTRICT (THE DISTRICT), ESTABLISHED BY THE CITY OF CLERMONT PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ORDINANCE NO 2024-025.
- TRACTS LA-7, LA-8, LA-9, LA-11, LA-12 AND LA-13 (LANDSCAPE) SHALL BE OWNED AND MAINTAINED BY THE DISTRICT.
- TRACTS OS-13 AND OS-15 (OPEN SPACE) SHALL BE OWNED AND MAINTAINED BY THE DISTRICT.
- TRACT REC-5 (RECREATION) SHALL BE OWNED AND MAINTAINED BY THE DISTRICT.
- TRACT SW-5 (STORMWATER) SHALL BE OWNED AND MAINTAINED BY THE DISTRICT AND WILL BE CONVEYED TO THE DISTRICT BY SEPARATE INSTRUMENT.
- THE ACCESS, UTILITY AND DRAINAGE EASEMENTS (AUDE) SHOWN HEREON WITHIN THE ALLEY TRACTS, ARE DEDICATED TO AND MAINTAINED BY THE DISTRICT.
- DRAINAGE EASEMENTS SHOWN HEREON ARE DEDICATED TO AND MAINTAINED BY THE DISTRICT.
- RECLAIM WATER UTILITY EASEMENTS (RWUE) SHOWN HEREON ARE DEDICATED TO AND MAINTAINED BY THE DISTRICT.
- UPON COMPLETION OF THE UTILITY IMPROVEMENTS, THE DISTRICT WILL PROVIDE SEPARATE INSTRUMENTS OF CONVEYANCE TO THE CITY IN CONNECTION WITH THE CITY'S FINAL ACCEPTANCE OF SUCH IMPROVEMENTS.
- LOT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9), FLORIDA STATUTES AND THE CITY OF CLERMONT LAND DEVELOPMENT REGULATIONS.
- ALL LOTS SHALL INCLUDE A MINIMUM 10' FRONT YARD UTILITY EASEMENT AND A MINIMUM 5' SIDE AND REAR YARD DRAINAGE AND UTILITY EASEMENT DEDICATED TO AND MAINTAINED BY PARKSIDE TRAILS HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (THE ASSOCIATION). THE PROPERTY IS SUBJECT TO THE COMMUNITY DECLARATION.



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PARKSIDE TRAILS - PHASE 3

REPLATTING A PORTION OF TRACT FD-2 OF PARKSIDE TRAILS – PHASE 1,
AS RECORDED IN PLAT BOOK 84, PAGES 79 THROUGH 92 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
LYING IN SECTION 24, TOWNSHIP 23 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

WE HAVE EXAMINED THE FURNISHED PLAT TITLE CERTIFICATION, PREPARED BY SHUTTS & BOWEN LLP, EFFECTIVE DATE: APRIL 23, 2025. THOSE INSTRUMENTS INCLUDED AS ENCUMBRANCES IN THE CERTIFICATION HAVE BEEN EXAMINED AND ARE REFLECTED HEREON TO THE EXTENT THEY AFFECT THE LANDS SURVEYED.

PLAT TITLE CERTIFICATION NUMBER 110613270: ENCUMBRANCES.

1. PERMANENT EASEMENT IN FAVOR OF ORANGE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AS SET FORTH IN ORDER OF TAKING RECORDED APRIL 10, 1987 IN OFFICIAL RECORDS BOOK 915, PAGE 1252, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)
2. PERMANENT EASEMENT RECORDED JANUARY 19, 1989 IN OFFICIAL RECORDS BOOK 1015, PAGE 1385, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)
3. CITY OF CLERMONT ORDINANCE NO. 2022-009 RECORDED OCTOBER 17, 2022 IN OFFICIAL RECORDS BOOK 6039, PAGE 21, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
4. UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER BY AND BETWEEN THE CITY OF CLERMONT, A MUNICIPALITY OF THE STATE OF FLORIDA AND PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY RECORDED OCTOBER 31, 2022 IN OFFICIAL RECORDS BOOK 6046, PAGE 1418, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
5. CITY OF CLERMONT ORDINANCE NO. 2022-011 RECORDED OCTOBER 31, 2022 IN OFFICIAL RECORDS BOOK 6046, PAGE 1440, PUBLIC RECORDS. (AFFECT SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
6. PROPORTIONATE SHARE MITIGATION AGREEMENT PROJECT NAME: CHICONE – WELLNESS WAY SCHOOL CONCURRENCY CASE #2022-40 BY AND BETWEEN SCHOOL BOARD OF LAKE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND PULTE HOME COMPANY, A MICHIGAN LIMITED LIABILITY CORPORATION RECORDED AUGUST 10, 2023 IN OFFICIAL RECORDS BOOK 6192, PAGE 618, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
7. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED AUGUST 31, 2023, IN OFFICIAL RECORDS BOOK 6203, PAGE 227, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
8. DEVELOPMENT AND EASEMENT AGREEMENT (CHICONE PUD) BY AND BETWEEN JEN FLORIDA 47 LLC, A FLORIDA LIMITED LIABILITY COMPANY AND THOMAS J. KARR, JR., A MARRIED MAN RECORDED OCTOBER 31, 2023 IN OFFICIAL RECORDS BOOK 6235, PAGE 459, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
9. UNRECORDED ROADWAY IMPROVEMENT AGREEMENT FOR WELLNESS WAY AND HANCOCK ROAD EXTENSION DATED MARCH 23, 2021 BETWEEN AND AMONG LAKE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND SOUTH LAKE CROSSING I, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SOUTH LAKE CROSSINGS II, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SOUTH LAKE CROSSINGS, III, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND SOUTH LAKE CROSSINGS IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY AS AFFECTED BY PARTIAL ASSIGNMENT AND ASSUMPTION OF ROADWAY IMPROVEMENT AGREEMENT FOR WELLNESS WAY AND HANCOCK ROAD EXTENSION IN FAVOR OF THOMAS J. KARR, JR., A MARRIED MAN AND JEN FLORIDA 47 LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED OCTOBER 31, 2023 IN OFFICIAL RECORDS BOOK 6235, PAGE 537, PUBLIC RECORDS. (AFFECT SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
10. DEVELOPMENT AND EASEMENT AGREEMENT (FABRY) BY AND BETWEEN THE FABRY FAMILY GROUP, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, PAUL E. FABRY AND JEN FLORIDA 47 LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED OCTOBER 31, 2023 IN OFFICIAL RECORDS BOOK 6235, PAGE 568, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
11. MEMORANDUM OF OPTION AGREEMENT BY AND BETWEEN JEN FLORIDA 47 LLC, A FLORIDA LIMITED LIABILITY COMPANY AND PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY OCTOBER 31, 2023 IN OFFICIAL RECORDS BOOK 6235, PAGE 585, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTBALE EASEMENTS)
12. TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BY AND BETWEEN PAUL E. FABRY, THE FABRY FAMILY GROUP, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY AND JEN FLORIDA 47 LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED OCTOBER 31, 2023 IN OFFICIAL RECORDS BOOK 6235, PAGE 591, PUBLIC RECORDS. (AFFECT SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
13. ASSIGNMENT OF DEVELOPMENT RIGHTS IN FAVOR OF JEN FLORIDA 47 LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED OCTOBER 31, 2023 IN OFFICIAL RECORDS BOOK 6235, PAGE 607, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
14. ASSIGNMENT OF DEVELOPMENT RIGHTS IN FAVOR OF JEN FLORIDA 47 LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED OCTOBER 31, 2023 IN OFFICIAL RECORDS BOOK 6235, PAGE 614, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
15. ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY AND DEVELOPMENT RIGHTS AND ENTITLEMENTS IN FAVOR OF JEN FLORIDA 47 LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED OCTOBER 31, 2023 IN OFFICIAL RECORDS BOOK 6235, PAGE 622, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
16. ORDINANCE NO. 2024-025 RECORDED JUNE 27, 2024 IN OFFICIAL RECORDS BOOK 6356, PAGE 2358, PUBLIC RECORDS. (AFFECT SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
17. NOTICE OF ESTABLISHMENT OF PARKSIDE TRAILS COMMUNITY DEVELOPMENT DISTRICT RECORDED JULY 1, 2024 IN OFFICIAL RECORDS BOOK 6358, PAGE 1360, AS AFFECTED BY AMENDED AND RESTATED NOTICE OF ESTABLISHMENT OF THE PARKSIDE TRAILS COMMUNITY DEVELOPMENT DISTRICT RECORDED FEBRUARY 28, 2025 IN BOOK 6483, PAGE 1358, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
18. OWNER/DEVELOPER/BUILDER AGREEMENT BY AND BETWEEN LAKE APOPKA NATURAL GAS DISTRICT, PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY AND JEN FLORIDA 47, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED SEPTEMBER 5, 2024 IN OFFICIAL RECORDS BOOK 6393, PAGE 1167, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
19. PLAT OF PARKSIDE TRAILS-PHASE 1, AS RECORDED SEPTEMBER 17, 2024 IN PLAT OFFICIAL RECORDS BOOK 84, PAGE 79, AS AFFECTED BY AFFIDAVIT CONFIRMING ERROR ON A RECORDED PLAT RECORDED SEPTEMBER 19, 2024 IN OFFICIAL RECORDS BOOK 6401, PAGE 1797, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)
20. COMMUNITY DECLARATION FOR PARKSIDE TRAILS RECORDED OCTOBER 8, 2024 IN OFFICIAL RECORDS BOOK 6412, PAGE 1, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
21. NOTICE OF COMMENCEMENT RECORDED JANUARY 7, 2025 IN OFFICIAL RECORDS BOOK 6457, PAGE 1168, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
22. NOTICE OF COMMENCEMENT RECORDED JANUARY 7, 2025 IN OFFICIAL RECORDS BOOK 6457, PAGE 1257, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
23. NOTICE OF COMMENCEMENT RECORDED FEBRUARY 3, 2025 IN OFFICIAL RECORDS BOOK 6470, PAGE 1263, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
24. PARKSIDE TRAILS COMMUNITY DEVELOPMENT DISTRICT NOTICE OF IMPOSITION OF SPECIAL ASSESSMENTS RECORDED FEBRUARY 5, 2025 IN BOOK 6472, PAGE 847, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)
25. PARKSIDE TRAILS COMMUNITY DEVELOPMENT DISTRICT AMENDED AND RESTATED NOTICE OF IMPOSITION OF SPECIAL ASSESSMENTS RECORDED FEBRUARY 28, 2025 IN BOOK 6483, PAGE 1353, PUBLIC RECORDS. (AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE, NO PLOTTABLE EASEMENTS)



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PLAT BOOK _____ PAGE _____



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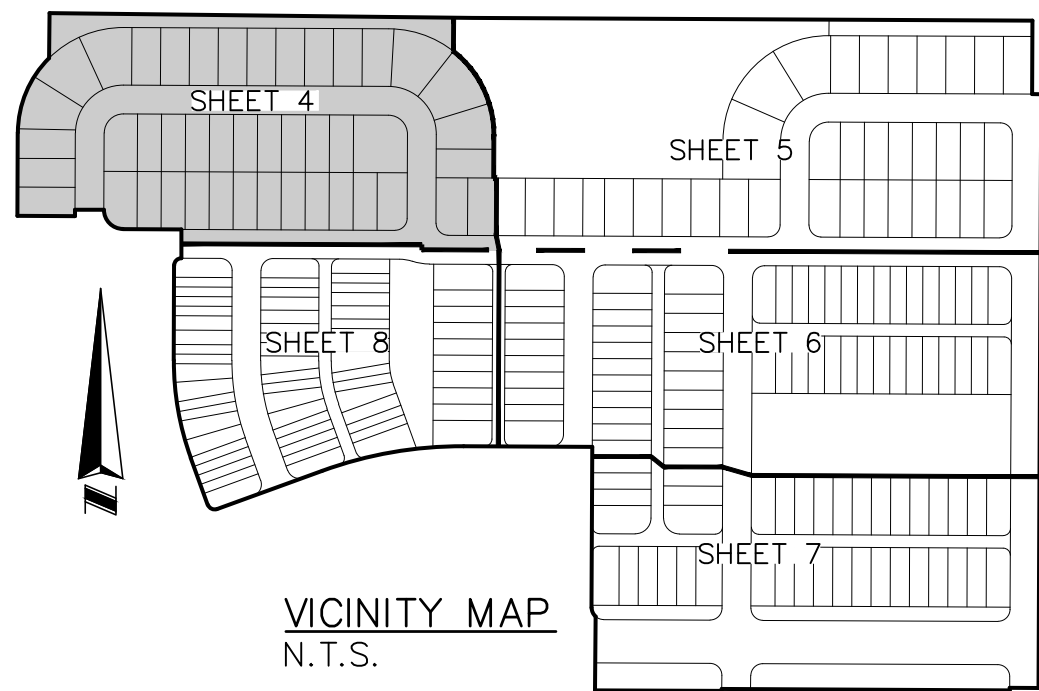
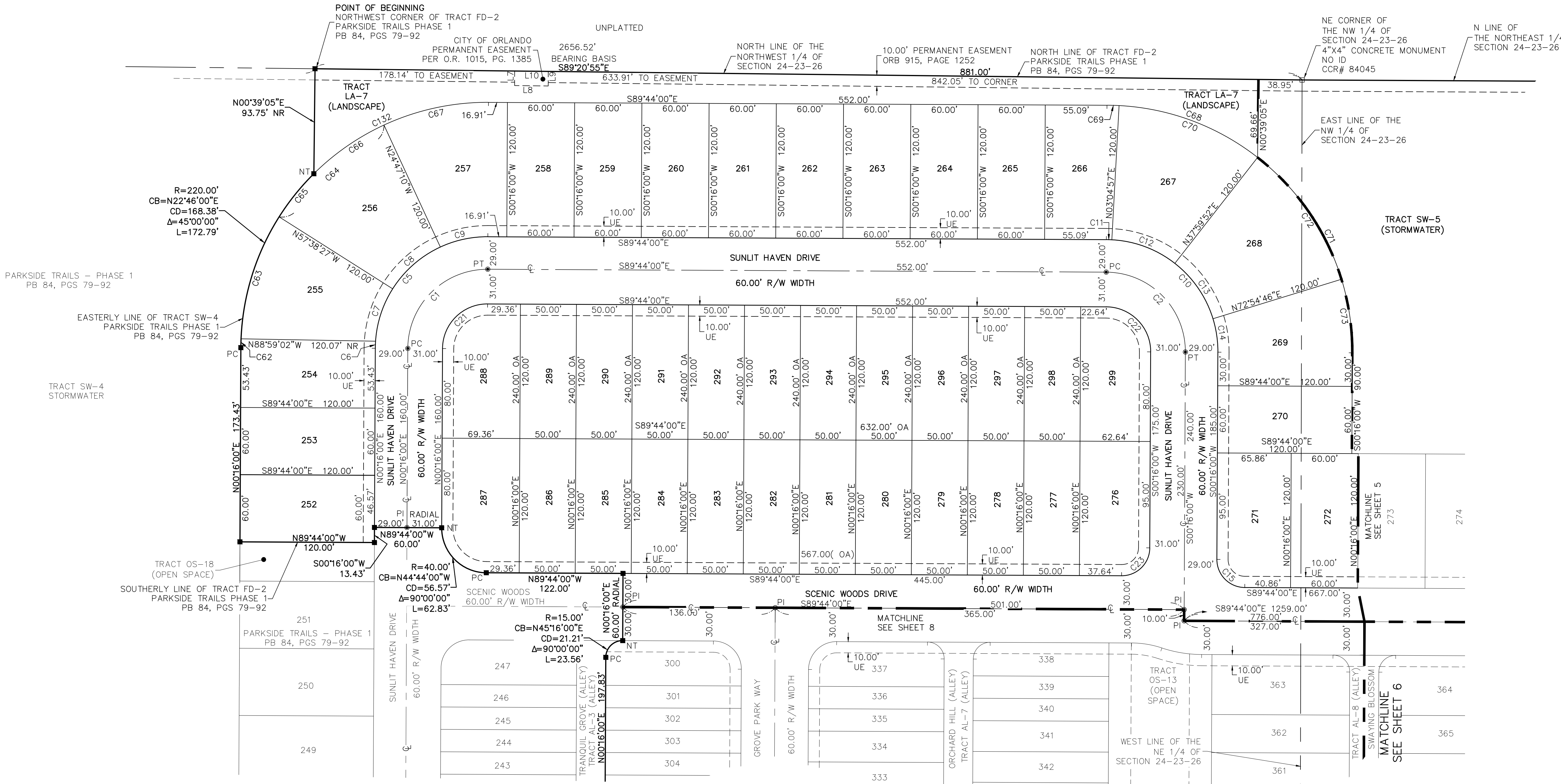
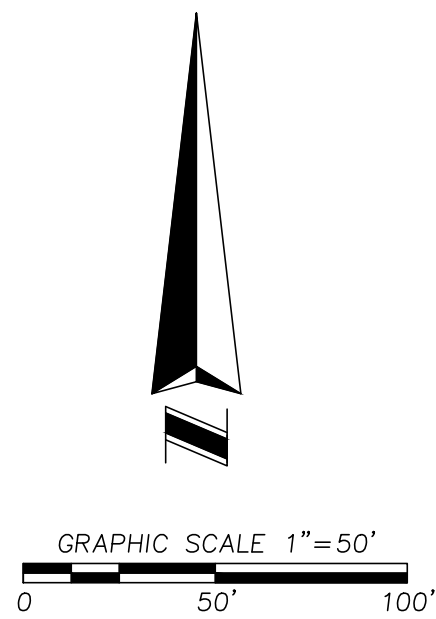
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WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB#8627**

PARKSIDE TRAILS - PHASE 3

REPLATTING A PORTION OF TRACT FD-2 OF PARKSIDE TRAILS - PHASE 1,
AS RECORDED IN PLAT BOOK 84, PAGES 79 THROUGH 92 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
LYING IN SECTION 24, TOWNSHIP 23 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

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CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	71.00'	S45°16'00"W	100.41'	090°00'00"	111.53'
C2	71.00'	N44°44'00"W	100.41'	090°00'00"	111.53'
C5	100.00'	S45°16'00"W	141.42'	090°00'00"	157.08'
C6	100.00'	S02°04'28"W	6.31'	003°36'56"	6.31'
C7	100.00'	S18°07'14"W	49.19'	028°28'37"	49.70'
C8	100.00'	S48°47'12"W	56.56'	032°51'17"	57.34'
C9	100.00'	S77°44'25"W	43.38'	025°03'10"	43.73'
C10	100.00'	N44°44'00"W	141.42'	090°00'00"	157.08'
C11	100.00'	N88°19'32"W	4.91'	002°48'57"	4.91'
C12	100.00'	N69°27'36"W	60.00'	034°54'55"	60.94'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C13	100.00'	N34°32'41"W	60.00'	034°54'55"	60.94'
C14	100.00'	N08°24'37"W	30.17'	017°21'14"	30.29'
C15	25.00'	S44°44'00"E	35.36'	090°00'00"	39.27'
C21	40.00'	S45°16'00"W	56.57'	090°00'00"	62.83'
C22	40.00'	N44°44'00"W	56.57'	090°00'00"	62.83'
C23	25.00'	N45°16'00"E	35.36'	090°00'00"	39.27'
C62	220.00'	S01°17'33"W	7.88'	002°03'06"	7.88'
C63	220.00'	S17°20'20"W	114.03'	030°02'27"	115.35'
C64	220.00'	S48°47'12"W	124.43'	032°51'17"	126.15'
C65	220.00'	S38°48'47"W	49.46'	012°54'27"	49.56'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C66	220.00'	S55°14'25"W	76.21'	019°56'50"	76.59'
C67	220.00'	S77°44'25"W	95.43'	025°03'10"	96.20'
C68	220.00'	N70°52'04"W	142.27'	037°43'52"	144.88'
C69	220.00'	N88°19'32"W	10.81'	002°48'57"	10.81'
C70	220.00'	N69°27'36"W	132.00'	034°54'55"	134.06'
C71	220.00'	N25°52'04"W	193.81'	052°16'08"	200.70'
C72	220.00'	N34°32'41"W	132.00'	034°54'55"	134.06'
C73	220.00'	N08°24'37"W	66.38'	017°21'14"	66.63'
C132	220.00'	S67°46'00"W	168.38'	045°00'00"	172.79'

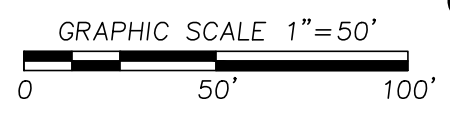
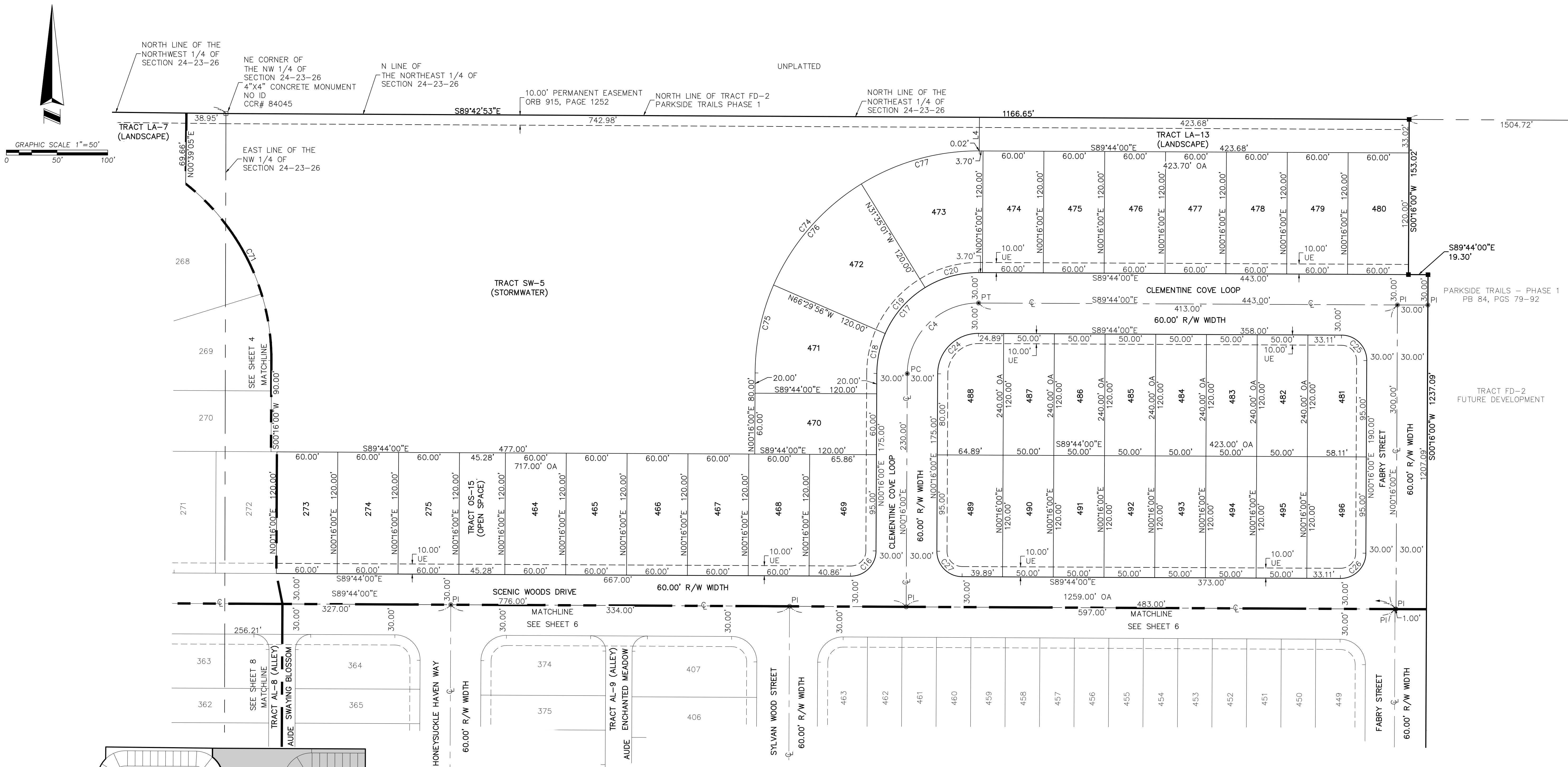
LINE TABLE		
LINE	BEARING	LENGTH
L7	N00°08'38"E	13.00'
L8	N89°20'38"W	30.00'
L9	S00°08'38"W	13.00'
L10	N89°20'41"W	30.03'

PARKSIDE TRAILS - PHASE 3

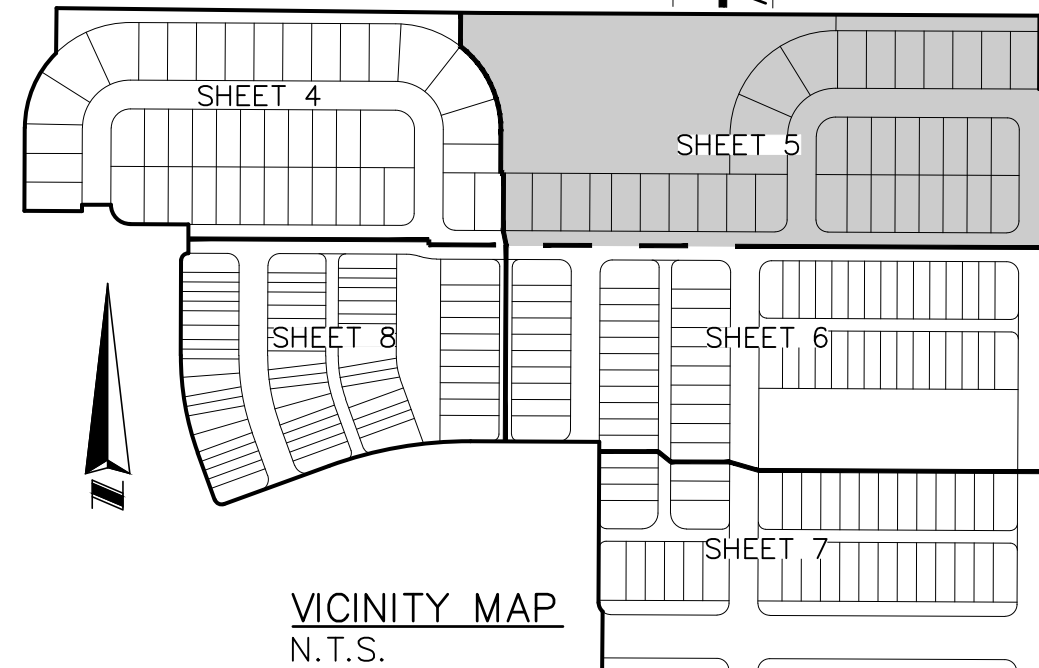
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CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C4	70.00'	S45°16'00"W	98.99'	090°00'00"	109.96'
C16	25.00'	N45°16'00"E	35.36'	090°00'00"	39.27'
C17	100.00'	S45°16'00"W	141.42'	090°00'00"	157.08'
C18	100.00'	S11°53'02"W	40.27'	023°14'04"	40.55'
C19	100.00'	S40°57'31"W	60.00'	034°54'55"	60.94'
C20	100.00'	S74°20'29"W	54.88'	031°51'01"	55.59'
C24	40.00'	S45°16'00"W	56.57'	090°00'00"	62.83'
C25	25.00'	N44°44'00"W	35.36'	090°00'00"	39.27'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C26	25.00'	N45°16'00"E	35.36'	090°00'00"	39.27'
C27	25.00'	S44°44'00"E	35.36'	090°00'00"	39.27'
C71	220.00'	N25°52'04"W	193.81'	052°16'08"	200.70'
C74	220.00'	S45°16'00"W	311.13'	090°00'00"	345.58'
C75	220.00'	S11°53'02"W	88.60'	023°14'04"	89.21'
C76	220.00'	S40°57'31"W	132.00'	034°54'55"	134.06'
C77	220.00'	S74°20'29"W	120.73'	031°51'01"	122.30'

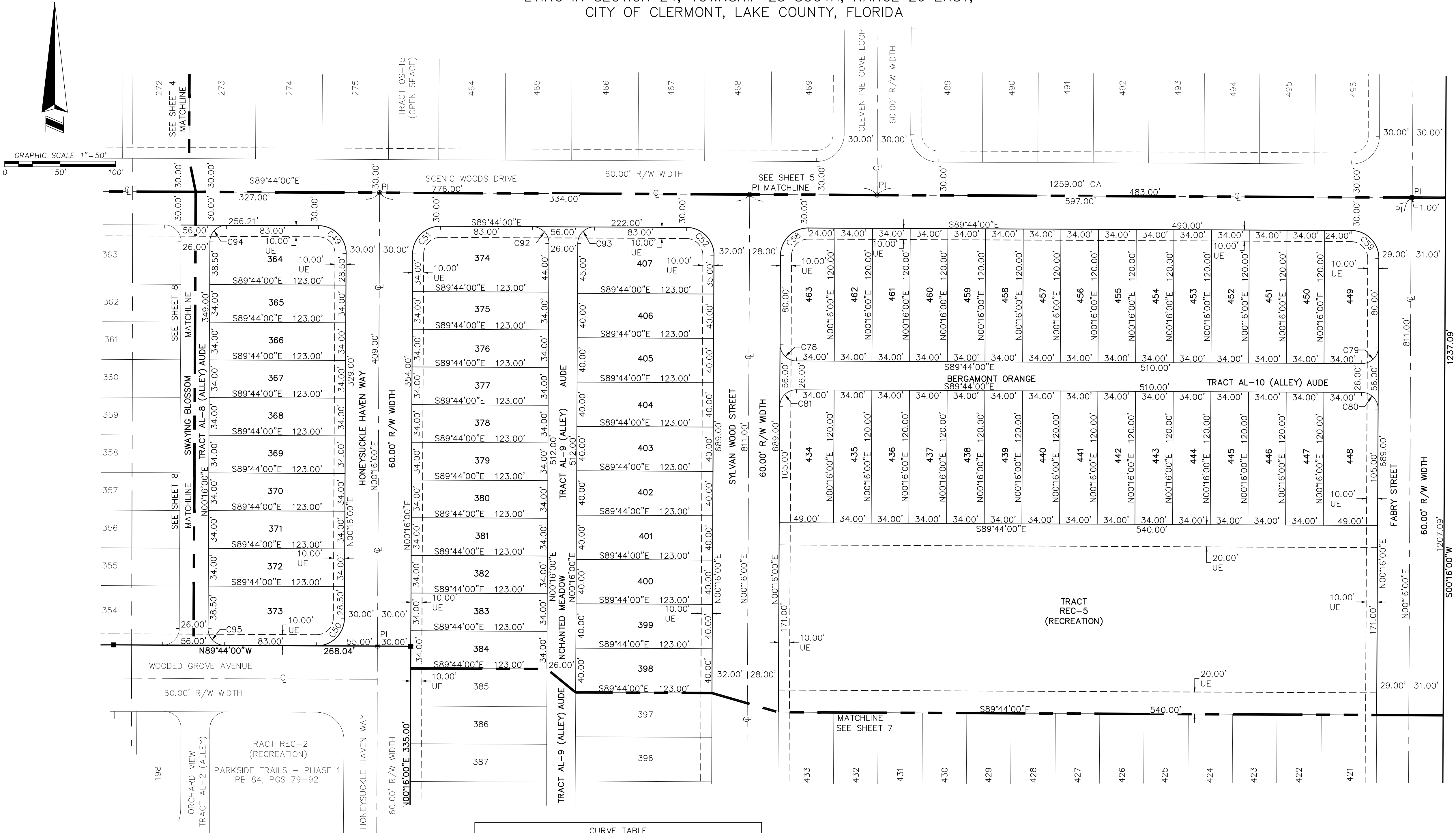
LINE TABLE		
LINE	BEARING	LENGTH
L4	N00°16'00"E	33.16'

PARKSIDE TRAILS - PHASE 3

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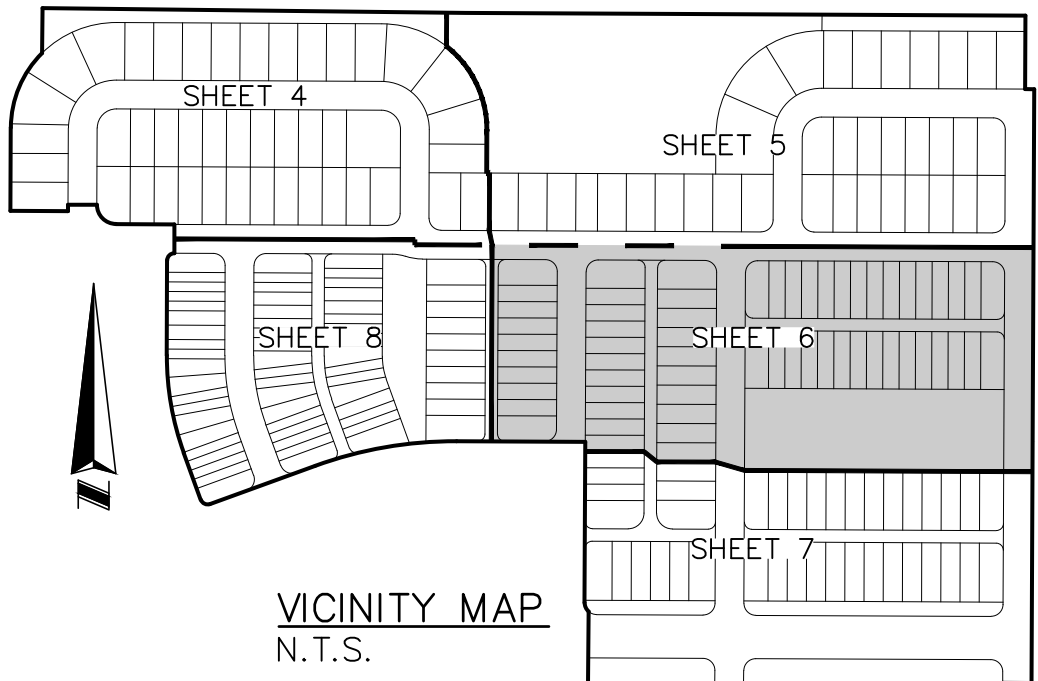
PLAT BOOK ____ PAGE ____



PARKSIDE TRAILS - PHASE 1
PB 84, PGS 79-92

TRACT FD-2
FUTURE DEVELOPMENT

CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA
C49	25.00'	N44°44'00"W	35.36'	090°00'00"
C50	25.00'	N45°16'00"E	35.36'	090°00'00"
C51	25.00'	S45°16'00"W	35.36'	090°00'00"
C52	25.00'	N44°44'00"W	35.36'	090°00'00"
C58	25.00'	S45°16'00"W	35.36'	090°00'00"
C59	25.00'	N44°44'00"W	35.36'	090°00'00"
C78	15.00'	S44°44'00"E	21.21'	090°00'00"
C79	15.00'	N45°16'00"E	21.21'	090°00'00"
C80	15.00'	N44°44'00"W	21.21'	090°00'00"
C81	15.00'	S45°16'00"W	21.21'	090°00'00"
C92	15.00'	N44°44'00"W	21.21'	090°00'00"
C93	15.00'	S45°16'00"W	21.21'	090°00'00"
C94	15.00'	S45°16'00"W	21.21'	090°00'00"
C95	15.00'	S44°44'00"E	21.21'	090°00'00"



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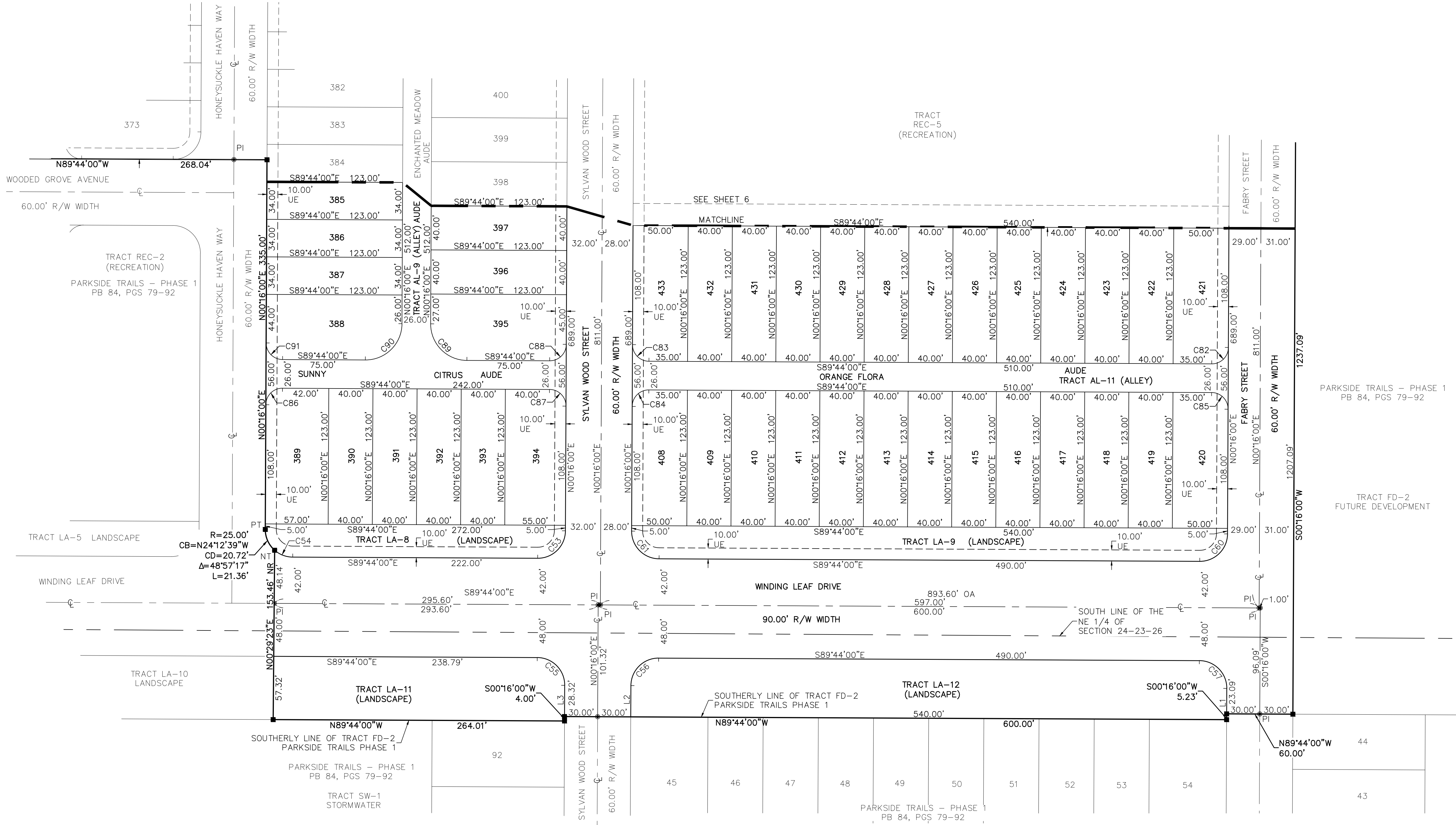
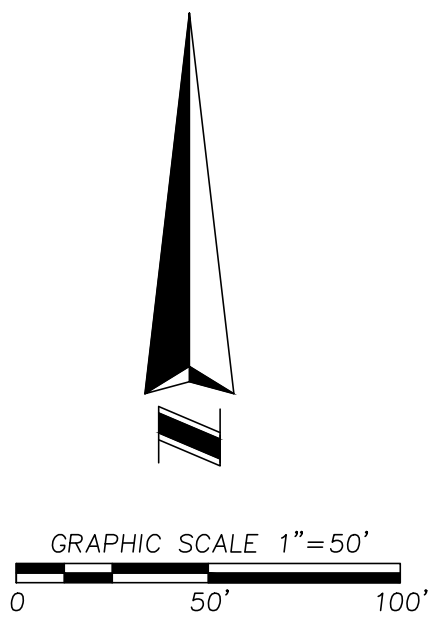
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PARKSIDE TRAILS - PHASE 3

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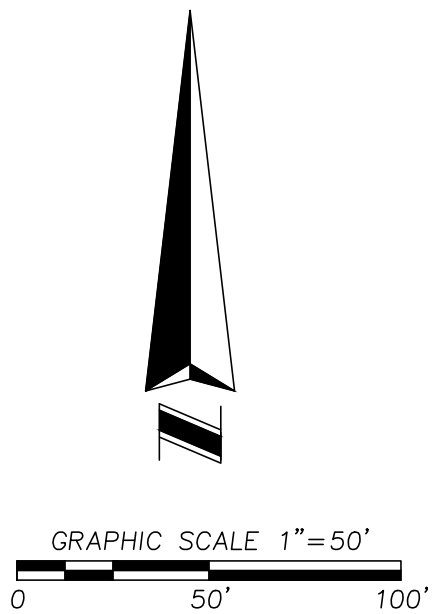
PARKSIDE TRAILS - PHASE 3

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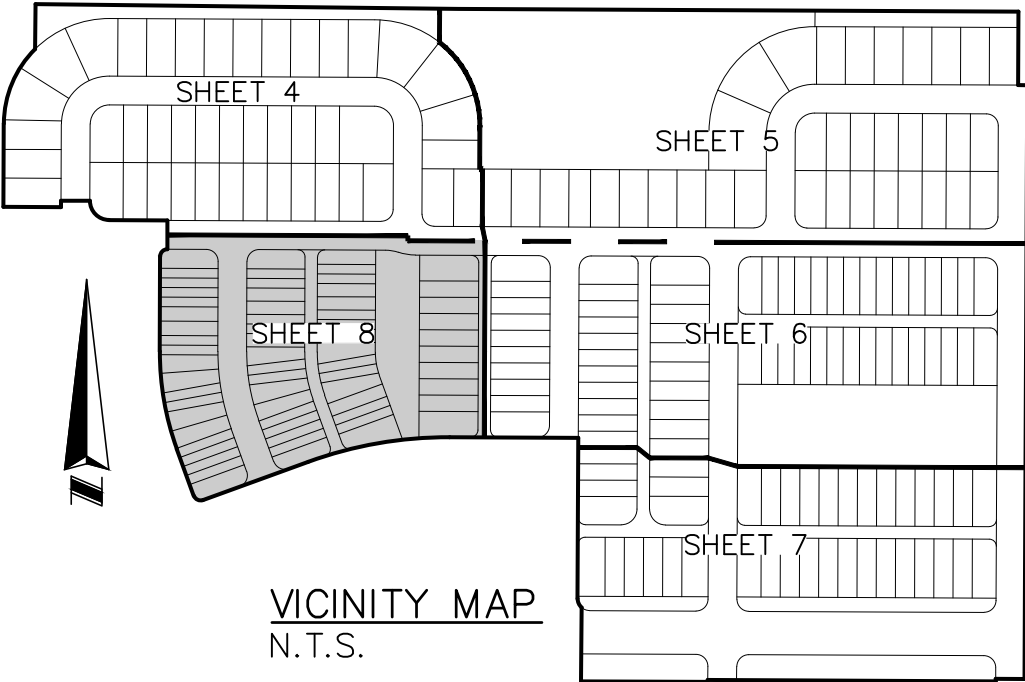
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CITY OF CLERMONT, LAKE COUNTY, FLORIDA

CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA
C3	436.00'	S09°52'00"E	153.42'	020°16'00"
C28	25.00'	N44°44'00"W	35.36'	090°00'00"
C29	25.00'	N25°00'00"E	35.36'	090°00'00"
C30	466.00'	S09°52'00"E	163.98'	020°16'00"
C31	466.00'	S19°55'48"E	1.14'	000°08'25"
C32	466.00'	S18°02'33"E	29.56'	003°38'04"
C33	466.00'	S14°27'13"E	28.81'	003°32'35"
C34	466.00'	S11°27'07"E	20.00'	002°27'33"
C35	466.00'	S08°59'32"E	20.00'	002°27'33"
C36	466.00'	S05°59'28"E	28.81'	003°32'35"
C37	466.00'	S02°25'02"E	29.31'	003°36'18"
C38	466.00'	S00°10'27"E	7.17'	000°52'53"
C39	25.00'	S65°00'00"E	35.36'	090°00'00"
C40	406.00'	S09°52'00"E	142.86'	020°16'00"
C41	406.00'	S17°47'28"E	31.30'	004°25'04"
C42	406.00'	S12°33'21"E	42.84'	006°02'55"
C43	406.00'	S08°07'12"E	20.01'	002°49'25"
C44	406.00'	S05°17'47"E	20.01'	002°49'25"
C45	406.00'	S01°48'32"E	29.41'	004°09'04"
C46	25.00'	S45°16'00"W	35.36'	090°00'00"
C47	87.00'	N80°39'31"W	27.44'	018°08'57"
C48	114.00'	S80°39'31"E	35.96'	018°08'57"
C96	15.00'	N45°16'00"E	21.21'	090°00'00"
C97	15.00'	N44°44'00"W	21.21'	090°00'00"
C98	138.00'	S09°52'00"E	48.56'	020°16'00"
C99	138.00'	S19°01'00"E	4.74'	001°58'01"
C100	138.00'	S13°52'01"E	20.05'	008°19'57"
C101	138.00'	S05°32'02"E	20.05'	008°20'01"
C102	138.00'	S00°33'00"E	3.93'	001°38'01"
C103	285.00'	S09°52'00"E	100.29'	020°16'00"
C104	259.00'	S09°52'00"E	91.14'	020°16'00"
C105	285.00'	S17°47'28"E	21.97'	004°25'04"
C106	285.00'	S13°09'21"E	24.13'	004°51'09"
C107	285.00'	S08°43'03"E	20.01'	004°01'27"
C108	285.00'	S04°41'36"E	20.01'	004°01'27"
C109	285.00'	S01°12'27"E	14.66'	002°56'53"
C110	259.00'	S17°04'40"E	26.41'	005°50'40"
C111	259.00'	S11°56'28"E	20.01'	004°25'43"
C112	259.00'	S07°30'45"E	20.02'	004°25'44"
C113	259.00'	S02°30'56"E	25.14'	005°33'53"



CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA
C114	15.00'	S45°16'00"W	21.21'	090°00'00"
C115	15.00'	N44°44'00"W	21.21'	090°00'00"
C116	850.00'	S88°06'33"W	64.00'	004°18'54"
C117	850.00'	S84°48'05"W	34.12'	002°18'01"
C118	850.00'	S79°57'55"W	109.29'	007°22'19"
C119	850.00'	S74°25'08"W	55.19'	003°43'16"
C120	850.00'	S71°16'45"W	37.95'	002°33'30"
C121	587.00'	N19°56'40"W	1.14'	000°06'41"
C122	587.00'	N18°03'25"W	37.53'	003°39'48"
C123	587.00'	N14°12'00"W	41.49'	004°03'01"
C124	587.00'	N11°11'55"W	20.00'	001°57'09"
C125	587.00'	N09°14'46"W	20.00'	001°57'09"
C126	587.00'	N06°14'41"W	41.49'	004°03'01"
C127	587.00'	N02°19'35"W	38.79'	003°47'12"
C128	587.00'	N00°05'00"W	7.17'	000°41'59"
C129	15.00'	N26°16'45"E	21.68'	092°33'30"
C130	15.00'	S61°51'37"E	20.02'	083°43'14"



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AGENDA ITEM

Meeting Date		
Tuesday, June 10, 2025		
Agenda Item Name		
Plat Approval		
Requested Action		
Recommend approval of Wellness Ridge Phase 4 plat.		
Staff Report		
The applicant, Lennar Homes, is requesting the plat of Wellness Ridge Phase 4, consisting of 181 residential lots with recreation, stormwater, and landscape tracts. The project is located in Wellness Way and is located north of Wellness Way Boulevard and east of Hancock Road. This is the fifth plat within this development, which brings the total number of platted lots to 1,304 lots. The City's surveyor and engineer reviewed the plat, and the plat is in compliance with Chapter 177 of the Florida Statutes and the City's Land Development Code. Staff recommends approval of the plat, Wellness Ridge Phase 4.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. WELLNESS RIDGE PH 4 Plat CC	WELLNESS RIDGE PH 4 Plat CC.pdf	

WELLNESS RIDGE PHASE 4

SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

SHEET 1 OF 11

PLAT BOOK PAGE

DEDICATION
WELLNESS RIDGE PHASE 4

KNOW ALL MEN BY THESE PRESENTS, THAT LSMA WELLNESS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT DOES HEREBY DEDICATE THE FOLLOWING FOR THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES CONTAINED HEREIN AND DEDICATES THE STREETS AND DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC.

1. TO WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT:
TRACTS SW-5C (STORMWATER), SW-5D (STORMWATER), SW-6A (STORMWATER), TRACTS OS-27 (OPEN SPACE), OS-33 (OPEN SPACE), OS-34 (OPEN SPACE), OS-35 (OPEN SPACE) OS-36 (OPEN SPACE), OS-37 (OPEN SPACE), OS-38 (OPEN SPACE), OS-42 (OPEN SPACE), OS-46 (OPEN SPACE), OS-47 (OPEN SPACE), OS-48 (OPEN SPACE), TRACT LA-11 (LANDSCAPE), TRACT LA-25 (LANDSCAPE), REC-7 (RECREATION), TRACT AL-18 (CYCLE ALLEY) AND ALL FENCE EASEMENTS.

2. TO THE CITY OF CLERMONT:
THE STREETS AND UTILITY EASEMENTS OVER, ACROSS AND UPON THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS STORMWATER TRACTS FOR THE PURPOSE OF ACCESSING SAID UTILITY EASEMENTS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET HIS HAND AND SEAL ON _____, 2025.

LSMA WELLNESS, LLC, a Delaware limited liability company
By: LSM LB JV, LLC, a Delaware limited liability company, Its Manager
WITNESSES:
By: LSM LB Investors, LLC a Florida limited liability company, Its Manager
SIGN:.....
PRINT:.....

By: Michael J. Moser, Its Manager
SIGN:.....
PRINT:.....

STATE OF _____ FLORIDA _____ COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY Michael J. Moser, as Manager, SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC

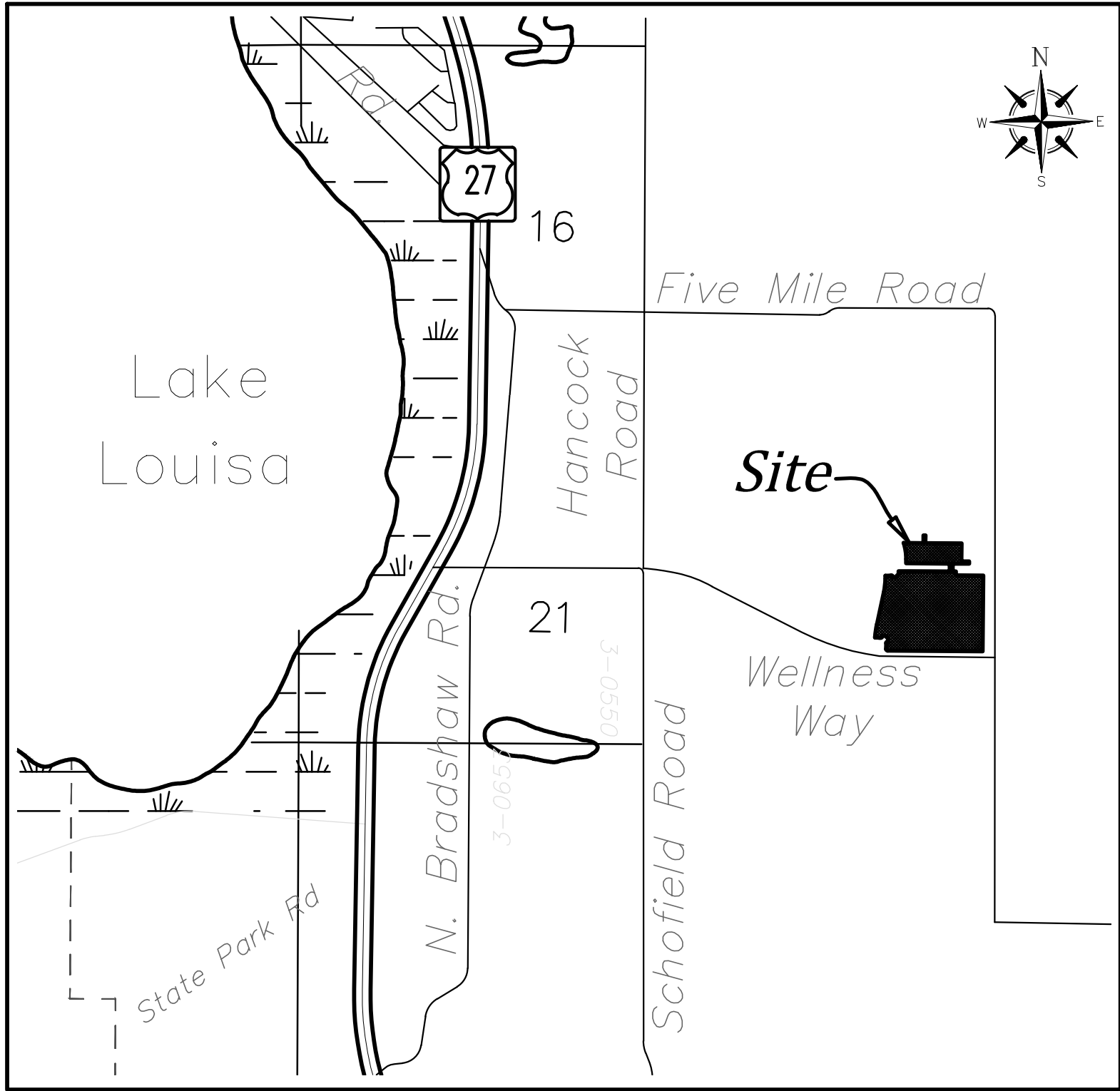
CERTIFICATE OF APPROVAL OF
MUNICIPALITY

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 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 365 DAYS FROM THE DATE OF APPROVAL BY SAID CITY OF CLERMONT, FLORIDA.

ATTEST: CITY OF CLERMONT

CITY CLERK MAYOR

PRINT NAME PRINT NAME



VICINITY MAP
NOT TO SCALE

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SHEET 3	OVERALL DETAIL, TRACT TABLE
SHEETS 4-11	LOT & TRACT DETAILS

LEGEND

P.B. PLAT BOOK	Δ DELTA/CENTRAL ANGLE	O.R.B. OFFICIAL RECORDS BOOK
D.B. DEED BOOK	U.E. UTILITY EASEMENT	D.U.E. DRAINAGE AND UTILITY EASEMENT IDENTIFICATION
BK. BOOK	° DEGREES	ID. IDENTIFICATION
PG. PAGE	' MINUTES	R/W RIGHT OF WAY
SEC. SECTION	" SECONDS	FND. FOUND
TWP. TOWNSHIP	± MORE OR LESS	CL CENTERLINE
RNG. RANGE	L.B. LICENSED BUSINESS	CCR CERTIFIED CORNER RECORD
COR. CORNER	L.S. LICENSED SURVEYOR	D.A.E. DRAINAGE AND ACCESS EASEMENT
AC. ACRES	C.M. CONCRETE MONUMENT	ELEV. ELEVATION
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER	P.I. POINT OF INTERSECTION	(NR) NON RADIAL
P.C.P. PERMANENT CONTROL POINT	P.T. POINT OF TANGENCY	R.P. RADIUS POINT
PRM PERMANENT REFERENCE MONUMENT	P.C. POINT OF CURVE	POL POINT ON LINE
P.R.C. POINT OF REVERSE CURVATURE	W.E. WALL EASEMENT	HOA HOMEOWNERS ASSOCIATION
P.C.C. POINT OF COMPOUND CURVATURE	CHD CHORD	D.A.F.E. DRAINAGE, ACCESS AND FENCE EASEMENT
NAVD NORTH AMERICAN VERTICAL DATUM	CDD COMMUNITY DEVELOPMENT DISTRICT	
FAX FACSIMILE NUMBER	D.E. DRAINAGE EASEMENT	
TEL TELEPHONE NUMBER	NT NON-TANGENT	
☐ DENOTES 4"x4" CONCRETE MONUMENT "PRM L.B. 966"		
○ DENOTES 1/2" IRON ROD WITH CAP "L.B. 966"		
● DENOTES NAIL AND DISK "L.B. 966 P.C.P."		

JOHNSTON'S
SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

LEGAL DESCRIPTION

A PORTION OF THE EAST ½ OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°12'24"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ¼, A DISTANCE OF 499.35 FEET TO THE POINT OF BEGINNING; THENCE RUN S00°27'16"W, A DISTANCE OF 49.14 FEET; THENCE RUN S89°32'44"E, A DISTANCE OF 48.38 FEET; THENCE RUN S00°27'16"W, A DISTANCE OF 60.00 FEET; THENCE RUN S89°32'44"E, A DISTANCE OF 417.96 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FIVE MILE ROAD; THENCE RUN S00°27'16"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1,155.00 FEET TO THE NORTH RIGHT OF WAY LINE OF WELLNESS WAY; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: RUN N89°32'44"W, A DISTANCE OF 1091.40 FEET; THENCE RUN N79°28'41"W, A DISTANCE OF 57.21 FEET; THENCE RUN N89°32'44"W, A DISTANCE OF 225.33 FEET; THENCE RUN N86°40'59"W, A DISTANCE OF 40.05 FEET; THENCE RUN N89°32'44"W, A DISTANCE OF 33.39 FEET; THENCE RUN N44°32'44"W, A DISTANCE OF 35.36 FEET; THENCE RUN N00°27'16"E, A DISTANCE OF 73.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET (CHORD BEARING = N45°27'16"E, CHORD = 35.36 FEET) TO THE POINT OF TANGENCY; THENCE RUN S89°32'44"E, A DISTANCE OF 4.44 FEET; THENCE RUN N00°27'16"E, A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 95°02'42"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.47 FEET (CHORD BEARING = N42°01'23"W, CHORD = 36.88 FEET) TO A POINT; THENCE RUN N84°30'02"W, A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1,230.00 FEET AND A CENTRAL ANGLE OF 00°26'36"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.51 FEET (CHORD BEARING = S05°16'41"W, CHORD = 9.51 FEET) TO A POINT OF REVERSE CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 85°23'53"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.26 FEET (CHORD BEARING = S47°45'19"W, CHORD = 33.91 FEET) TO THE POINT OF TANGENCY; THENCE RUN N89°32'44"W, A DISTANCE OF 25.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,170.00 FEET AND A CENTRAL ANGLE OF 01°38'44"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.32 FEET (CHORD BEARING = N88°43'22"W, CHORD = 62.32 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 25°21'56"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 10.18 FEET (CHORD BEARING = N08°31'58"W, CHORD = 10.10 FEET) TO A POINT OF COMPOUND CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1,343.00 FEET AND A CENTRAL ANGLE OF 08°12'33"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 192.42 FEET (CHORD BEARING = N08°15'16"E, CHORD = 192.26 FEET) TO THE POINT OF TANGENCY; THENCE RUN N12°21'33"E, A DISTANCE OF 496.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1,057.00 FEET AND A CENTRAL ANGLE OF 11°54'17"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 219.62 FEET (CHORD BEARING = N06°24'24"E, CHORD = 219.22 FEET) TO THE POINT OF TANGENCY; THENCE RUN N00°27'16"E, A DISTANCE OF 33.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 18°55'08"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.59 FEET (CHORD BEARING = N09°54'50"E, CHORD = 7.56 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 4,970.00 FEET AND A CENTRAL ANGLE OF 00°59'09"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 85.52 FEET (CHORD BEARING = N86°42'31"E, CHORD = 85.52 FEET) TO A POINT OF COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 93°15'11"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.69 FEET (CHORD BEARING = S46°10'19"E, CHORD = 36.34 FEET) TO A POINT; THENCE RUN S89°32'44"E, A DISTANCE OF 60.00 FEET; THENCE RUN N00°27'16"E, A DISTANCE OF 5.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°01'23"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.41 FEET (CHORD BEARING = N44°27'57"E, CHORD = 34.74 FEET) TO THE POINT OF TANGENCY; THENCE RUN N88°28'39"E, A DISTANCE OF 3.73 FEET; THENCE RUN N01°28'47"W, A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5,030.00 FEET AND A CENTRAL ANGLE OF 01°56'03"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 169.79 FEET (CHORD BEARING = N89°29'15"E, CHORD = 169.78 FEET) TO THE POINT OF TANGENCY; THENCE RUN S89°32'44"E, A DISTANCE OF 610.40 FEET; THENCE RUN N00°27'16"E, A DISTANCE OF 120.00 FEET; THENCE RUN N89°32'44"W, A DISTANCE OF 665.00 FEET; THENCE RUN N00°27'16"E, A DISTANCE OF 63.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 771.00 FEET AND A CENTRAL ANGLE OF 18°31'40"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 249.32 FEET (CHORD BEARING = N08°48'34"W, CHORD = 248.23 FEET) TO A POINT; THENCE RUN S89°32'44"E, A DISTANCE OF 299.96 FEET; THENCE RUN N00°27'16"E, A DISTANCE OF 120.00 FEET; THENCE RUN S89°32'44"E, A DISTANCE OF 30.00 FEET; THENCE RUN S00°27'16"W, A DISTANCE OF 120.00 FEET; THENCE RUN S89°32'44"E, A DISTANCE OF 551.34 FEET; THENCE RUN S00°27'16"W, A DISTANCE OF 273.03 FEET; THENCE RUN S89°32'44"E, A DISTANCE OF 120.00 FEET; THENCE RUN S00°27'16"W, A DISTANCE OF 35.00 FEET; THENCE RUN N89°32'44"W, A DISTANCE OF 251.34 FEET; THENCE RUN S00°27'16"W, A DISTANCE OF 70.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.21 ACRES, MORE OR LESS.

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAKE COUNTY LAND DEVELOPMENT CODE, AND WAS FILED FOR RECORD ON _____ AT _____

CLERK OF THE CIRCUIT COURT
IN AND FOR LAKE COUNTY, FLORIDA
BY.....D.C.

QUALIFICATION STATEMENT OF
SURVEYOR AND MAPPER

KNOW ALL BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED SURVEYOR REGISTERED IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT ON 09/03/2024 HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND PLATTED AND WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON; AND THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, PLATTING, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN LAKE COUNTY, FLORIDA.

.....
RICHARD D. BROWN, P.S.M.
DATED REGISTRATION NO. ..5700.....
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966

JOHNSTON'S
SURVEYING, LLC

900 CROSS PRAIRIE PARKWAY
KISSIMMEE, FLORIDA 34744
TEL. (407) 847-2179
FAX (407) 847-6140

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.

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART I, 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.

SIGNATURE..... DATED.....
NAME: JENNINGS E. GRIFFIN
PROFESSIONAL LAND SURVEYOR NO. 4486

WELLNESS RIDGE PHASE 4

SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

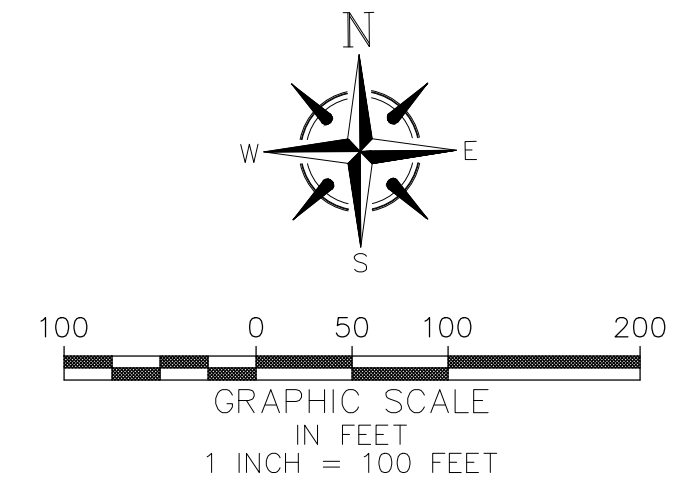
NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS). REFERENCE BEARING BEING THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 22 AS S00°19’09”W.
2. ALL LOT LINES THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL UNLESS DESIGNATED NON–RADIAL (NR).
3. THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND OR ASSIGNS, SHALL HEREIN BE REFERRED TO AS “THE CDD”.
4. THE WELLNESS RIDGE HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND OR ASSIGNS, SHALL HEREIN BE REFERRED TO AS “HOA”.
5. TRACTS LA–11 AND LA–25 (LANDSCAPE TRACTS), TRACTS OS–27, OS–33, OS–34, OS–35, OS–36, OS–37, OS–38, OS–42, OS–46, OS–47 AND OS–48 (OPEN SPACE TRACTS), TRACT REC–7 (RECREATION TRACT) AND TRACTS SW–5C, SW–5D AND SW–6A (STORMWATER TRACTS) SHALL BE OWNED AND MAINTAINED BY THE CDD AFTER CONVEYANCE BY SEPARATE INSTRUMENT TO THE CDD.
6. TRACT AL–18 (CYCLE ALLEY) SHALL BE MAINTAINED BY THE CDD.
7. PER F.S.S. 177.091(28), ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
8. UNLESS OTHERWISE SHOWN HEREON, THERE IS A 10.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ADJACENT TO ALL ROADWAY FRONTAGE. THE CDD AND HOA SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, CORRECT AND/OR REPAIR SAID EASEMENTS UNLESS OTHERWISE NOTED OR SHOWN.
9. THERE ARE 5.00 FOOT WIDE DRAINAGE AND ACCESS EASEMENTS ALONG ALL SIDE AND REAR YARDS, UNLESS OTHERWISE DEPICTED. THE DRAINAGE AND ACCESS EASEMENT AREA SHALL BE OWNED AND MAINTAINED BY THE OWNER OF EACH RESPECTIVE LOT AND SHALL PROVIDE THE CDD AND HOA THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN SAID EASEMENT.
10. ALL NAMED ROADWAYS AND ALLEYS ARE DEDICATED TO THE USE OF THE PUBLIC.
11. PERMANENT CONTROL POINTS (PCP), LOT AND TRACT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES AND THE CITY OF CLERMONT LAND DEVELOPMENT REGULATIONS.
12. A MORTGAGE JOINDER AND CONSENT FOR THIS PROPERTY WILL BE RECORDED BY SEPARATE INSTRUMENT IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
13. THE LANDS SHOWN HEREON ARE SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE WELLNESS RIDGE HOMEOWNERS ASSOCIATION, INC. RECORDED IN OFFICIAL RECORDS BOOK 6067, PAGE 1635 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
14. LANDSCAPING, INCLUDING TREES, IN THE PARKWAY AREAS LOCATED IN THE RIGHTS–OF–WAY IN FRONT OF THE RESIDENTIAL LOTS SHALL BE MAINTAINED BY THE HOA. SIDEWALKS LOCATED WITHIN THE RIGHTS–OF–WAY SHALL BE MAINTAINED BY THE CDD.
15. THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT (CDD) ASSOCIATED WITH THE LANDS SHOWN HEREON WAS ESTABLISHED THROUGH THE CITY COUNCIL FOR THE CITY OF CLERMONT. FLORIDA, IN OFFICIAL RECORDS BOOK 5972, PAGE 694 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
16. THERE IS A BLANKET DRAINAGE EASEMENT OVER TRACTS OS–36, OS–38, OS–42, AND OS–48.
17. THERE IS A 5.00 FOOT WIDE DRAINAGE, ACCESS AND FENCE EASEMENT ALONG THE REAR OF LOTS 1290 THROUGH 1304 AS DEPICTED HEREON. THE DRAINAGE, ACCESS AND FENCE EASEMENT AREA SHALL BE OWNED AND MAINTAINED BY THE OWNER OF EACH RESPECTIVE LOT AND SHALL PROVIDE THE CDD AND HOA THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN SAID EASEMENT.

PROPERTY INFORMATION:

- AT THE TIME OF RECORDING, THIS PLAT IS SUBJECT TO VARIOUS RECORDED INSTRUMENTS, INCLUDING, WITHOUT LIMITATION THE FOLLOWING (BUT WITHOUT RE–IMPOSING THE SAME):
- a.) Right–of–Way Deed recorded in Official Records Book 357, Page 18. **BEING VACATED**
 - b.) Intentionally deleted.
 - c.) Intentionally deleted.
 - d.) Intentionally deleted.
 - e.) Utility Easement recorded in Official Records Book 849, Page 2156, as subordinated in Official Records Book 849, Page 2162. **SHOWN HEREON**
 - f.) Intentionally deleted.
 - g.) Intentionally deleted.
 - h.) Surveyor’s Affidavit recorded in Official Records Book 4020, Page 472. **NOT PLOTTABLE**
 - i.) Terms and conditions of that certain Settlement Agreement by and between Cemex Construction Materials Florida, LLC, Lake Louisa, LLC, Lake County, Florida a political subdivision of the State of Florida; South Lake Crossings I, LLC, a Florida limited liability company; South Lake Crossings II, LLC, a Florida limited liability company; South Lake Crossings III, LLC, a Florida limited liability company; South Lake Crossings IV, LLC, a Florida limited liability company; Catherine E. Ross Groves, Inc., a Florida corporation; Clonts Groves, Inc., a Florida corporation and Cra–Mar Groves, Inc., a Florida corporation recorded in Official Records Book 5030, Page 1620. **NOT PLOTTABLE**
 - j.) Terms and conditions of MCUP Application; Lake County “Planning Horizon 2030” Comprehensive Plan; Development Agreement and Impact Fee Credits Agreement as evidenced by that certain Settlement Agreement by and between Cemex Construction Materials Florida, LLC, Lake Louisa, LLC, Lake County, Florida a political subdivision of the State of Florida; South Lake Crossings I, LLC, a Florida limited liability company; South Lake Crossings II, LLC, a Florida limited liability company; South Lake Crossings III, LLC, a Florida limited liability company; South Lake Crossings IV, LLC, a Florida limited liability company; Catherine E. Ross Groves, Inc., a Florida corporation; Clonts Groves, Inc., a Florida corporation and Cra–Mar Groves, Inc., a Florida corporation recorded in Official Records Book 5030, Page 1620. **NOT PLOTTABLE**
 - k.) Ordinance No. 2019–04 of the City Council of the City of Clermont recorded Official Records Book 5415, Page 1845. **NOT PLOTTABLE**
 - l.) Ordinance No. 2019–06 of the City Council of the City of Clermont recorded Official Records Book 5416, Page 2325. **NOT PLOTTABLE**
 - m.) Intentionally deleted.
 - n.) Utility Impact Fee Credit Agreement, pursuant to and assigned by Partial Assignment and Assumption of Utility Impact Fee Credit Agreement between and among the South Lake Crossings I, LLC, a Florida limited liability company, South Lake Crossings III, LLC, a Florida limited liability company, and LSMA Wellness, LLC, a Delaware limited liability company recorded in Official Records Book 5775, Page 1596; as amended by First Amendment Utility Impact Fee Credit Agreement recorded in Official Records Book 6197, Page 1883. **NOT PLOTTABLE**
 - o.) Memorandum of Option Agreement (WELLNESS WAY),by and between LSMA Wellness, LLC, a Delaware limited liability company and Lennar Homes, LLC, a Florida limited liability company recorded in Official Records Book 5778, Page 1124; as amended by Amendment to Memorandum of Option Agreement (WELLNESS WAY) recorded in Official Records Book 6197, Page 1869. **NOT PLOTTABLE**
 - p.) Ordinance No. 2022–018 recorded in Official Records Book 5956, Page 2309, and recorded in Official Records Book 5960, Page 630. **NOT PLOTTABLE**
 - q.) Notice of Establishment of the Wellness Ridge Community Development District recorded in Official Records Book 5972, Page 694; Final Judgment Validating Bonds recorded in Official Records Book 6028, Page 2226. **NOT PLOTTABLE**
 - r.) Partial Assignment and Assumption of Roadway Improvement Agreement For Wellness Way and Hancock Road Extension by and among South Lake Crossing I, LLC, a Florida limited liability company, South Lake Crossing II, LLC, a Florida limited liability company, South Lake Crossing III, LLC, a Florida limited liability company, South Lake Crossing IV, LLC, a Florida limited liability company, Thomas J. Karr, Jr., and LSMA Wellness, LLC, a Delaware limited liability company recorded in Official Records Book 6006, Page 2335; as amended by Amendment to Partial Assignment and Assumption of Roadway Improvement Agreement For Wellness Way and Hancock Road Extension recorded in Official Records Book 6197, Page 1889. **NOT PLOTTABLE**
 - s.) Post–Closing Agreement by and among LSMA Wellness, LLC, a Delaware limited liability company, Lennar Homes, LLC, a Florida limited liability company, South Lake Crossing I, LLC, a Florida limited liability company, and South Lake Crossing III, LLC, a Florida limited liability company recorded in Official Records Book 6199, Page 344. **NOT PLOTTABLE**
 - t.) Utility Easement recorded in Official Records Book 6345, Page 1373. **SHOWN HEREON**
 - u.) Joinder and Consent of Plat Dedication recorded in Official Records Book 6352, Page 515. **NOT PLOTTABLE**

WELLNESS RIDGE PHASE 4

SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

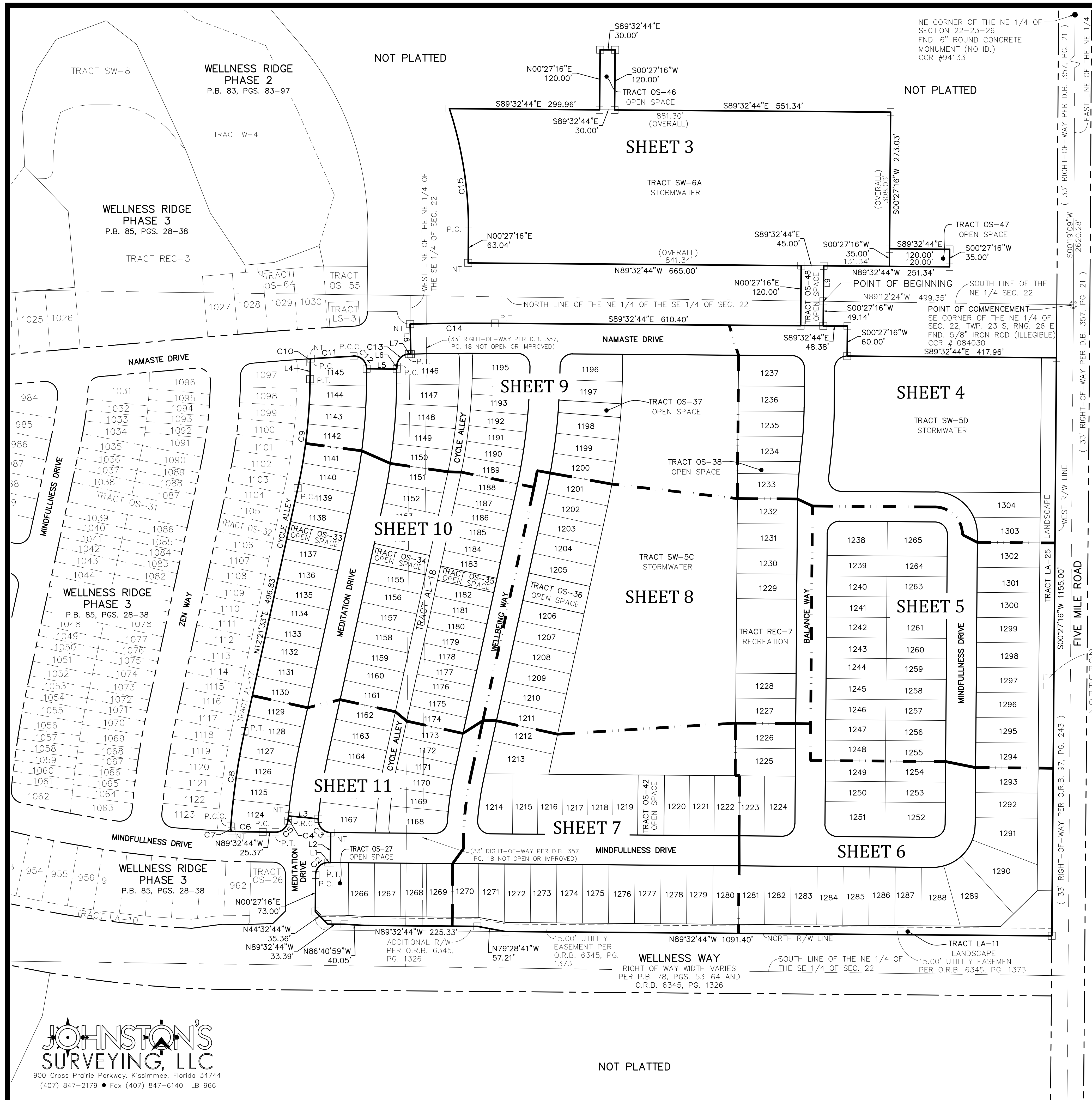
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
C2	25.00'	90°00'00"	39.27'	N45°27'16"E	35.36'
C3	25.00'	95°02'42"	41.47'	N42°01'23"W	36.88'
C4	1230.00'	0°26'36"	9.51'	S05°16'41"W	9.51'
C5	25.00'	85°23'53"	37.26'	S47°45'19"W	33.91'
C6	2170.00'	1°38'44"	62.32'	N88°43'22"W	62.32'
C7	23.00'	25°21'56"	10.18'	N08°31'58"W	10.10'
C8	1343.00'	8°12'33"	192.42'	N08°15'16"E	192.26'
C9	1057.00'	11°54'17"	219.62'	N06°24'24"E	219.22'
C10	23.00'	18°55'08"	7.59'	N09°54'50"E	7.56'
C11	4970.00'	0°59'09"	85.52'	N86°42'31"E	85.52'
C12	25.00'	93°15'11"	40.69'	S46°10'19"E	36.34'
C13	25.00'	88°01'23"	38.41'	N44°27'57"E	34.74'
C14	5030.00'	1°56'03"	169.79'	N89°29'15"E	169.78'
C15	771.00'	18°31'40"	249.32'	N08°48'34"W	248.23'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°32'44"E	4.44'
L2	N00°27'16"E	60.00'
L3	S84°30'02"E	60.00'
L4	N00°27'16"E	33.41'
L5	N89°32'44"W	60.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L6	N00°27'16"E	5.02'
L7	N88°28'39"E	3.73'
L8	S01°28'47"E	60.00'
L9	N00°27'16"E	70.86'

TRACT TABLE:

TRACT NAME	PURPOSE	OWNERSHIP/MAINTENANCE
AL-18 (CYCLE ALLEY)	ALLEY	WELLNESS RIDGE CDD
LA-11	LANDSCAPE	WELLNESS RIDGE CDD
LA-25	LANDSCAPE	WELLNESS RIDGE CDD
OS-27	OPEN SPACE	WELLNESS RIDGE CDD
OS-33	OPEN SPACE	WELLNESS RIDGE CDD
OS-34	OPEN SPACE	WELLNESS RIDGE CDD
OS-35	OPEN SPACE	WELLNESS RIDGE CDD
OS-36	OPEN SPACE	WELLNESS RIDGE CDD
OS-37	OPEN SPACE	WELLNESS RIDGE CDD
OS-38	OPEN SPACE	WELLNESS RIDGE CDD
OS-42	OPEN SPACE	WELLNESS RIDGE CDD
OS-46	OPEN SPACE	WELLNESS RIDGE CDD
OS-47	OPEN SPACE	WELLNESS RIDGE CDD
OS-48	OPEN SPACE	WELLNESS RIDGE CDD
REC-7	RECREATION	WELLNESS RIDGE CDD
SW-5C	STORMWATER	WELLNESS RIDGE CDD
SW-5D	STORMWATER	WELLNESS RIDGE CDD
SW-6A	STORMWATER	WELLNESS RIDGE CDD



SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

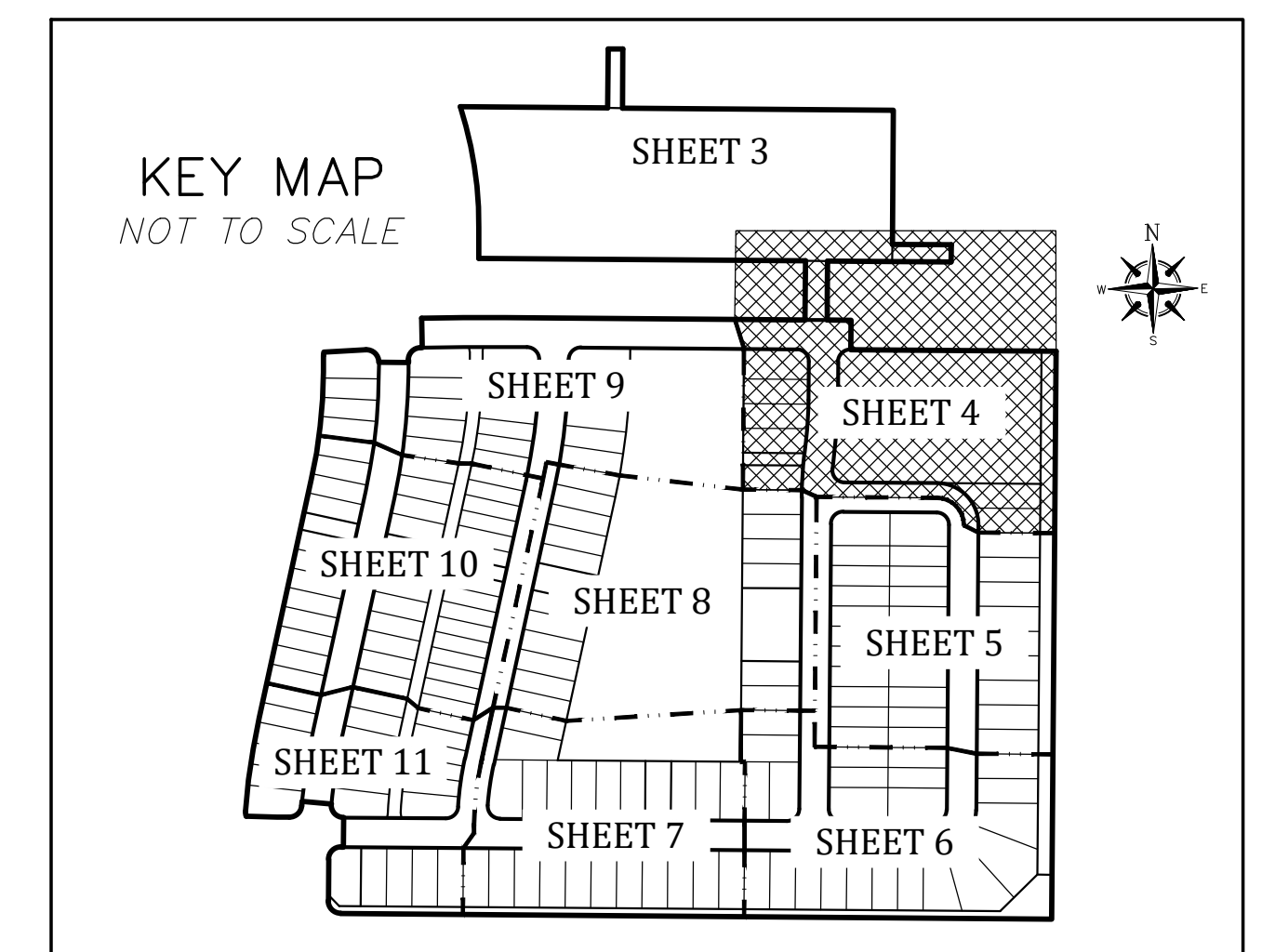
PLAT
BOOK

TRACT SW-6A
STORMWATER

NE CORNER OF THE NE 1/4 OF
SECTION 22-23-26
FND. 6" ROUND CONCRETE
MONUMENT (NO ID.)
CCR #94133

POINT OF COMMENCEMENT _____
SE CORNER OF THE NE 1/4 OF
SEC. 22, TWP. 23 S, RNG. 26 E
FND. 5/8" IRON ROD (ILLEGIBLE)
CCR # 084030

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
C17	800.00'	6'00"00"	83.78'	N03°27'16"E	83.74'
C18	800.00'	6'00"00"	83.78'	S03°27'16"W	83.74'
C24	55.00'	90°00'00"	86.39'	N44°32'44"W	77.78'
C25	800.00'	5°55'01"	82.62'	S03°29'45"W	82.58'
C26	800.00'	0°04'59"	1.16'	S00°29'45"W	1.16'
C27	25.00'	90°00'00"	39.27'	S45°27'16"W	35.36'
C28	830.00'	6'00"00"	86.92'	N03°27'16"E	86.88'
C29	25.00'	96°00'00"	41.89'	S41°32'44"E	37.16'
C30	85.00'	90°00'00"	133.52'	N44°32'44"W	120.21'
C31	25.00'	90°00'00"	39.27'	N44°32'44"W	35.36'
C32	85.00'	24°18'57"	36.07'	N11°42'12"W	35.80'
C33	85.00'	65°41'03"	97.44'	N56°42'12"W	92.20'
C45	830.00'	6'00"00"	86.92'	S03°27'16"W	86.88'
C46	770.00'	6'00"00"	80.63'	N03°27'16"E	80.60'
C47	25.00'	90°00'00"	39.27'	N44°32'44"W	35.36'
C48	830.00'	1°01'23"	14.82'	S00°57'57"W	14.82'
C49	830.00'	3°27'22"	50.07'	S03°12'20"W	50.06'
C50	830.00'	1°31'15"	22.03'	S05°41'38"W	22.03'
C51	770.00'	1°38'11"	21.99'	N05°38'10"E	21.99'
C52	770.00'	3°43'29"	50.06'	N02°57'20"E	50.05'
C53	770.00'	0°38'20"	8.58'	N00°46'26"E	8.58'
C154	95.00'	26°31'31"	43.98'	N77°11'30"E	43.59'



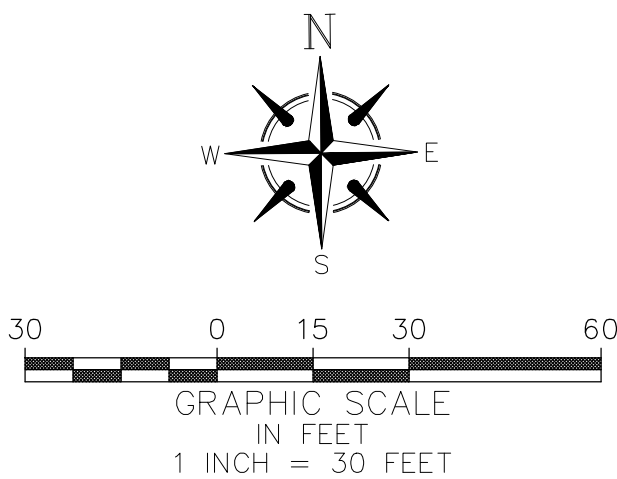
WELLNESS RIDGE PHASE 4

SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

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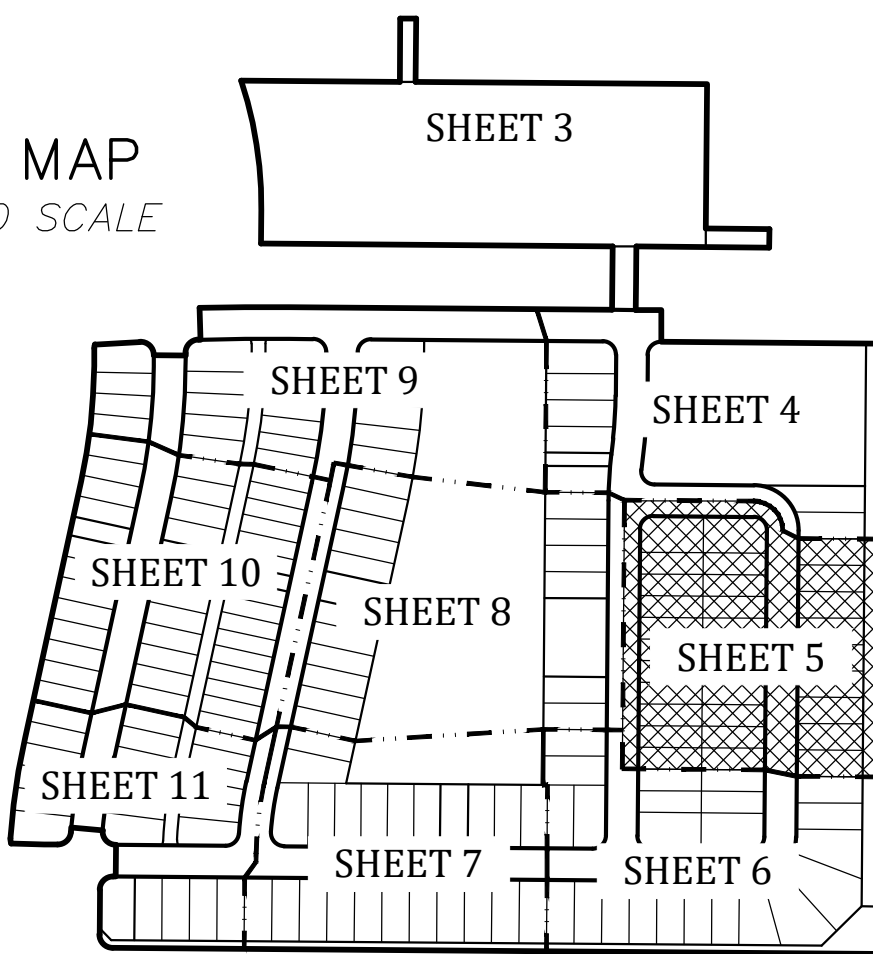
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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
C18	800.00'	6°00'00"	83.78'	S03°27'16"W	83.74'
C24	55.00'	90°00'00"	86.39'	N44°32'44"W	77.78'
C25	800.00'	5°55'01"	82.62'	S03°29'45"W	82.58'
C26	800.00'	0°04'59"	1.16'	S00°29'45"W	1.16'
C29	25.00'	96°00'00"	41.89'	S41°32'44"E	37.16'
C30	85.00'	90°00'00"	133.52'	N44°32'44"W	120.21'
C31	25.00'	90°00'00"	39.27'	N44°32'44"W	35.36'
C32	85.00'	24°18'57"	36.07'	N11°42'12"W	35.80'
C33	85.00'	65°41'03"	97.44'	N56°42'12"W	92.20'
C37	25.00'	90°00'00"	39.27'	S45°27'16"W	35.36'
C45	830.00'	6°00'00"	86.92'	S03°27'16"W	86.88'
C48	830.00'	1°01'23"	14.82'	S00°57'57"W	14.82'
C49	830.00'	3°27'22"	50.07'	S03°12'20"W	50.06'



KEY MAP
NOT TO SCALE



JOHNSTON'S
SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
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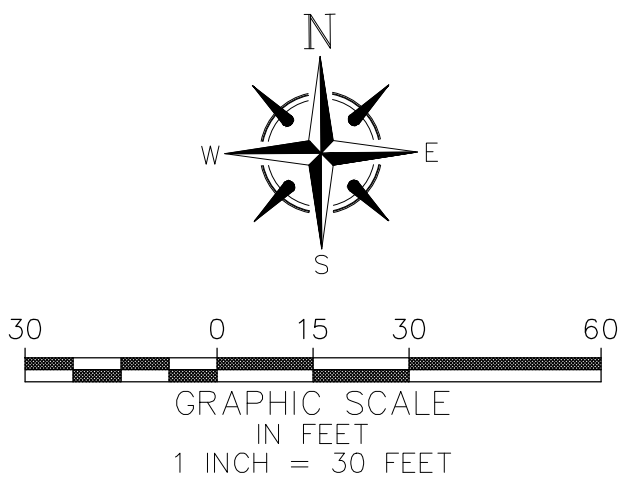
WELLNESS RIDGE PHASE 4

SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

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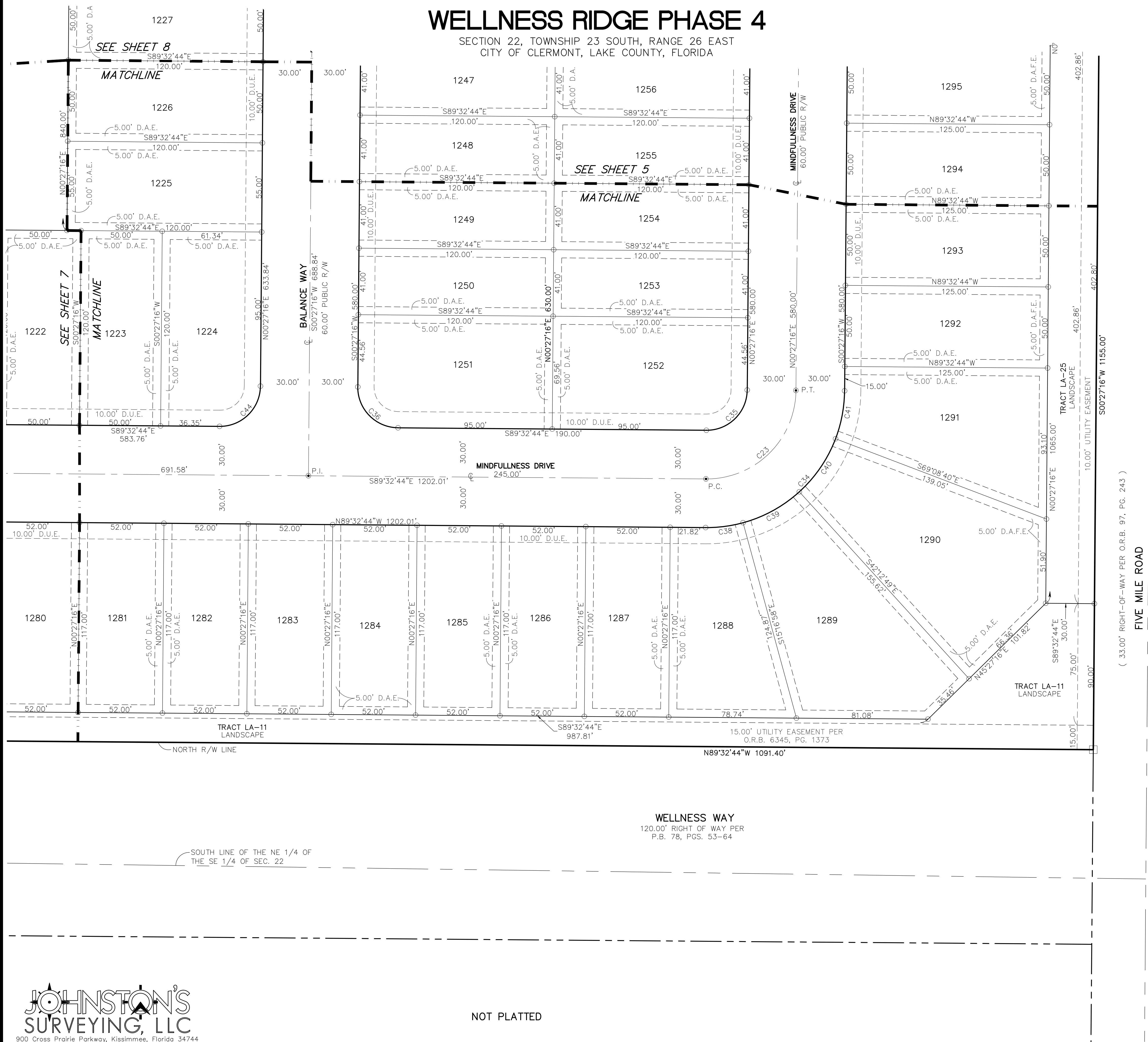
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CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
C23	55.00'	90°00'00"	86.39'	N45°27'16"E	77.78'
C34	85.00'	90°00'00"	133.52'	N45°27'16"E	120.21'
C35	25.00'	90°00'00"	39.27'	N45°27'16"E	35.36'
C36	25.00'	90°00'00"	39.27'	S44°32'44"E	35.36'
C38	85.00'	15°44'14"	23.35'	N82°35'09"E	23.27'
C39	85.00'	26°55'51"	39.95'	N61°15'07"E	39.59'
C40	85.00'	26°55'51"	39.95'	N34°19'15"E	39.59'
C41	85.00'	20°24'04"	30.27'	N10°39'18"E	30.11'
C44	25.00'	90°00'00"	39.27'	N45°27'16"E	35.36'



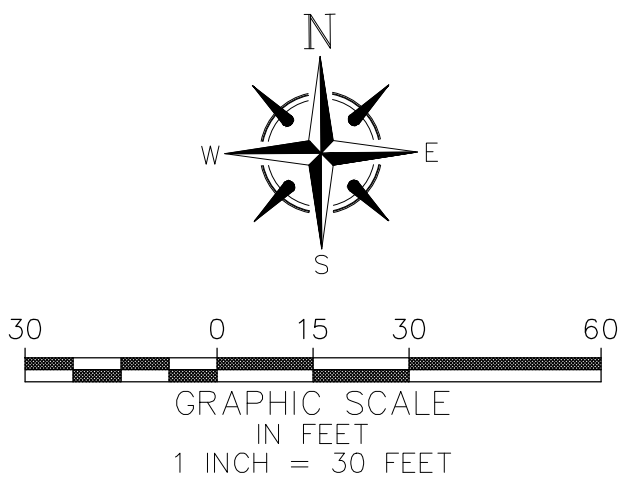
WELLNESS RIDGE PHASE 4

SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

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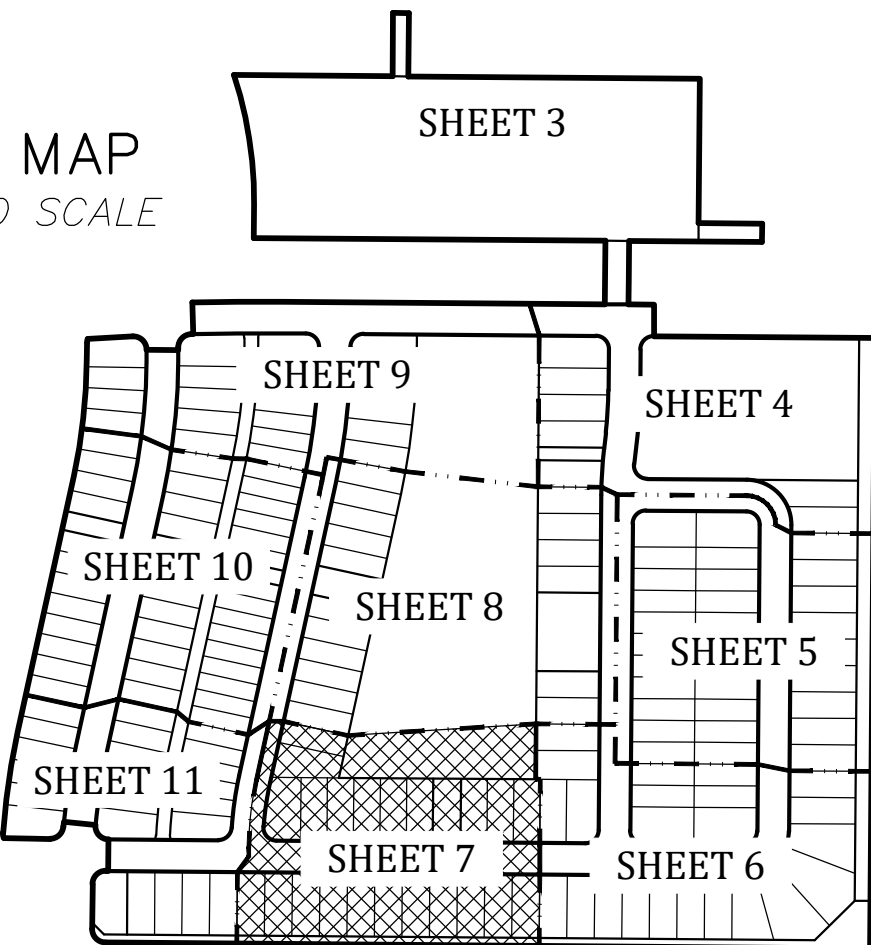
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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
C19	625.50'	11°54'17"	129.96'	S06°24'24"W	129.73'
C42	25.00'	86°44'03"	37.84'	N47°05'14"E	34.33'
C43	25.00'	93°53'33"	40.97'	S42°35'57"E	36.54'
C56	599.00'	8°00'44"	83.76'	S08°02'23"W	83.70'
C79	659.00'	8°38'20"	99.36'	S08°02'23"W	99.27'
C80	659.00'	1°46'45"	20.46'	S04°36'35"W	20.46'
C81	659.00'	2°44'25"	31.52'	S06°52'11"W	31.52'
C82	659.00'	2°44'25"	31.52'	S09°36'36"W	31.52'
C83	659.00'	1°22'45"	15.86'	S11°40'11"W	15.86'

KEY MAP
NOT TO SCALE



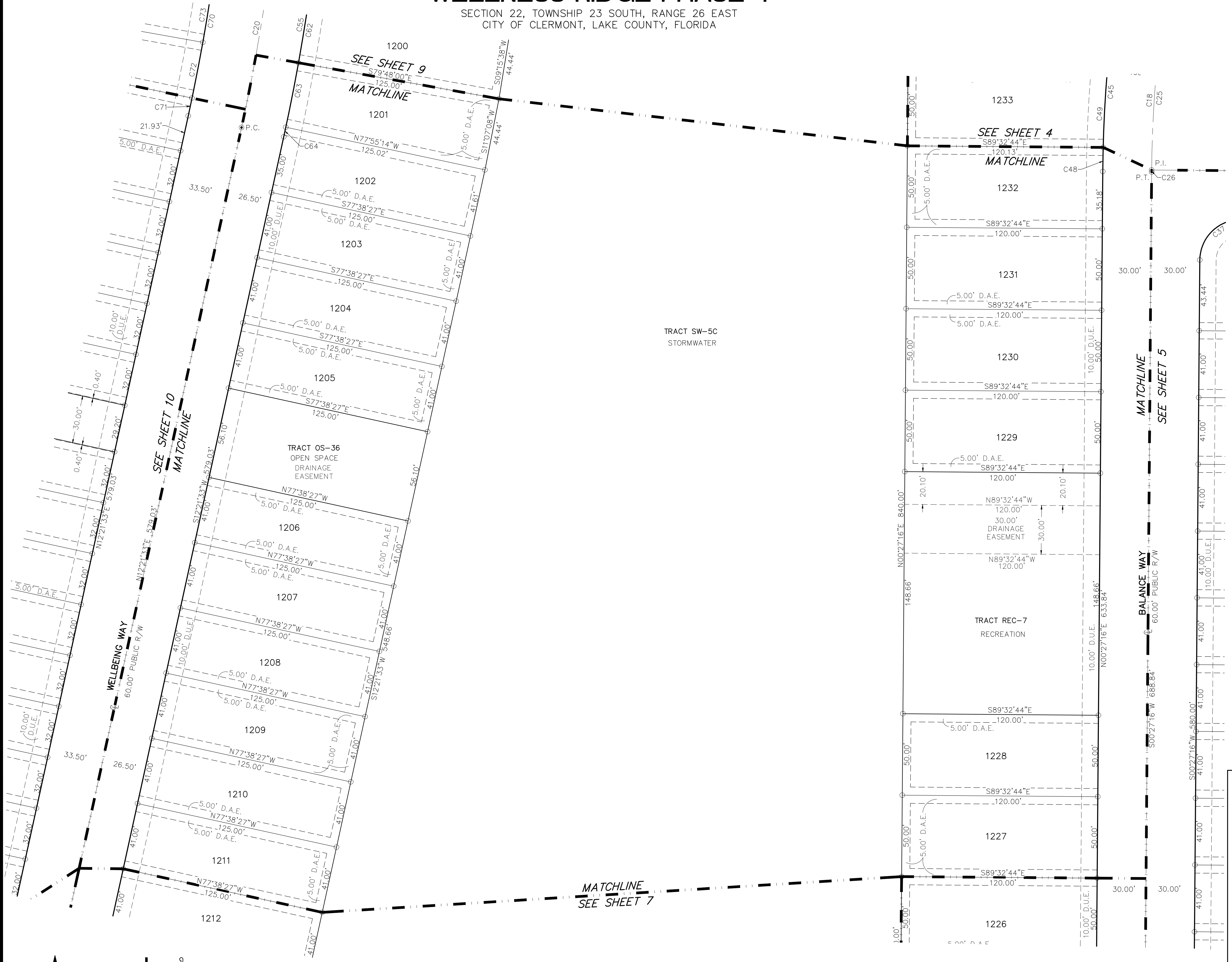
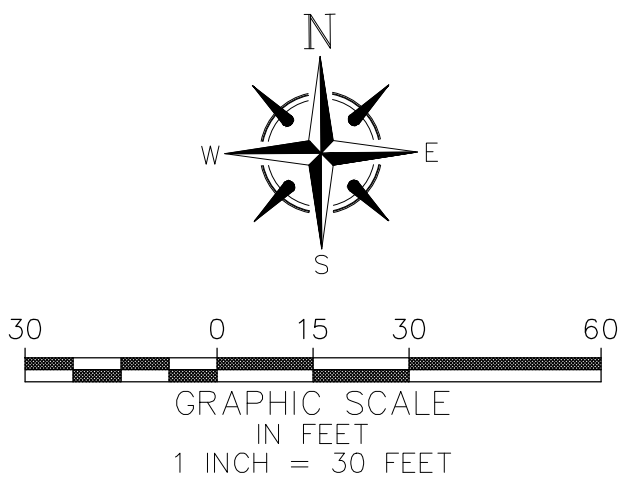
WELLNESS RIDGE PHASE 4

SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

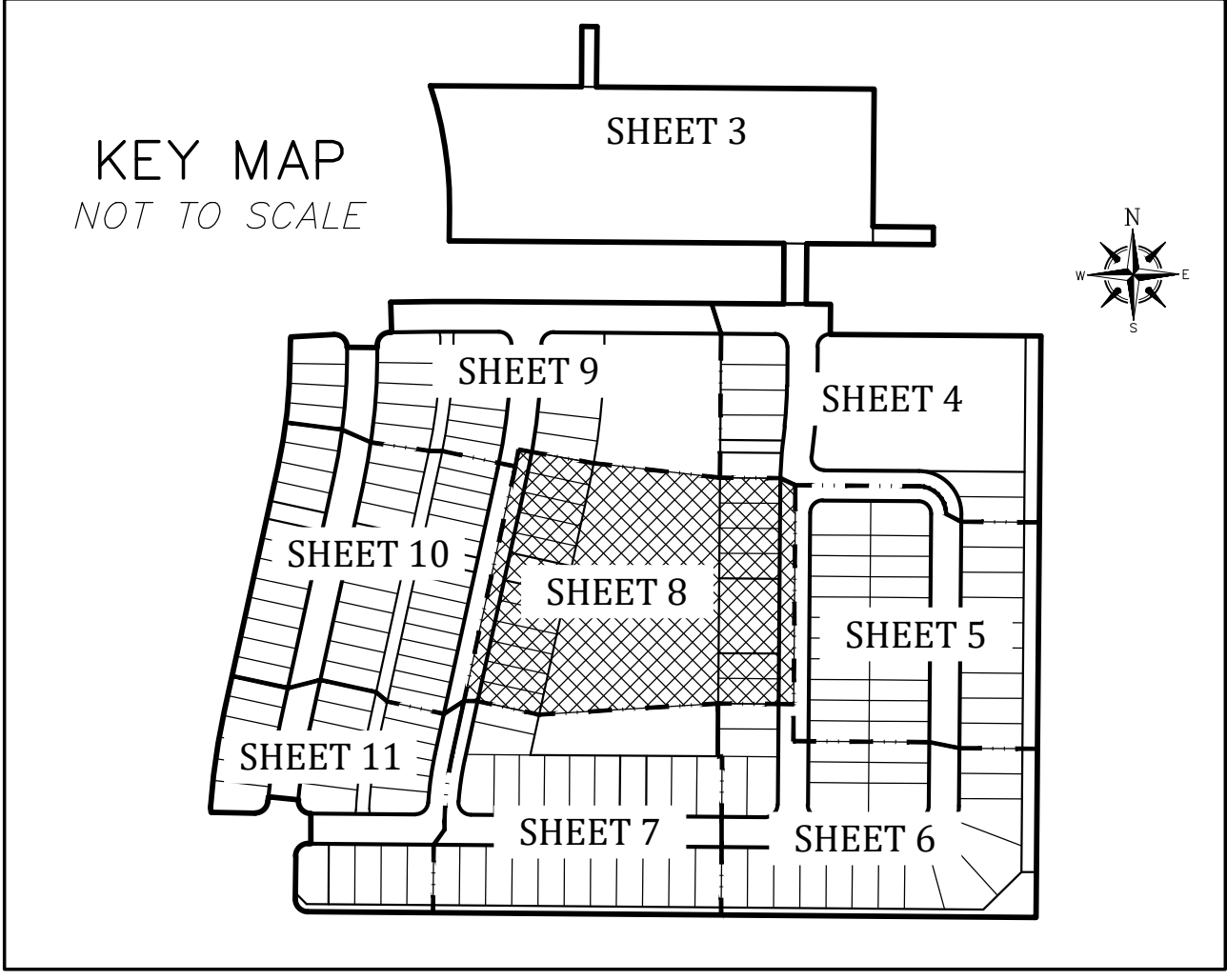
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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
C18	800.00'	6°00'00"	83.78'	S03°27'16"W	83.74'
C20	1203.50'	12°25'16"	260.90'	N06°08'55"E	260.39'
C25	800.00'	5°55'01"	82.62'	S03°29'45"W	82.58'
C26	800.00'	0°04'59"	1.16'	S00°29'45"W	1.16'
C37	25.00'	90°00'00"	39.27'	S45°27'16"W	35.36'
C45	830.00'	6°00'00"	86.92'	S03°27'16"W	86.88'
C48	830.00'	1°01'23"	14.82'	S00°57'57"W	14.82'
C49	830.00'	3°27'22"	50.07'	S03°12'20"W	50.06'
C55	1230.00'	12°08'15"	260.56'	N06°17'26"E	260.07'
C62	1230.00'	1°52'45"	40.34'	N09°15'38"E	40.34'
C63	1230.00'	1°52'45"	40.34'	N11°08'23"E	40.34'
C64	1230.00'	0°16'47"	6.01'	N12°13'09"E	6.01'
C70	1170.00'	12°09'35"	248.31'	N06°16'45"E	247.84'
C71	1170.00'	0°32'49"	11.17'	N12°05'08"E	11.17'
C72	1170.00'	1°42'30"	34.88'	N10°57'29"E	34.88'
C73	1170.00'	1°42'30"	34.88'	N09°14'59"E	34.88'



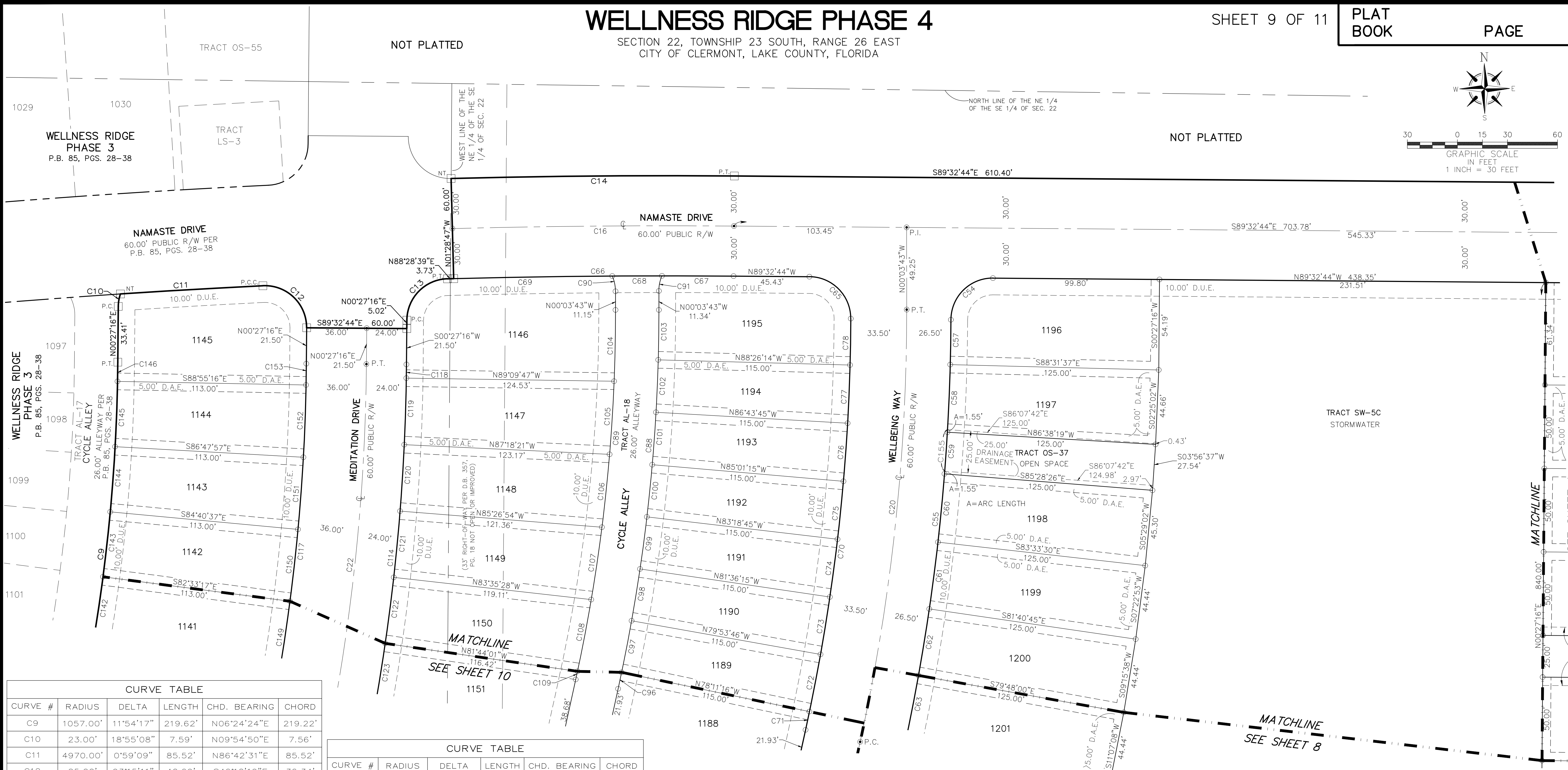
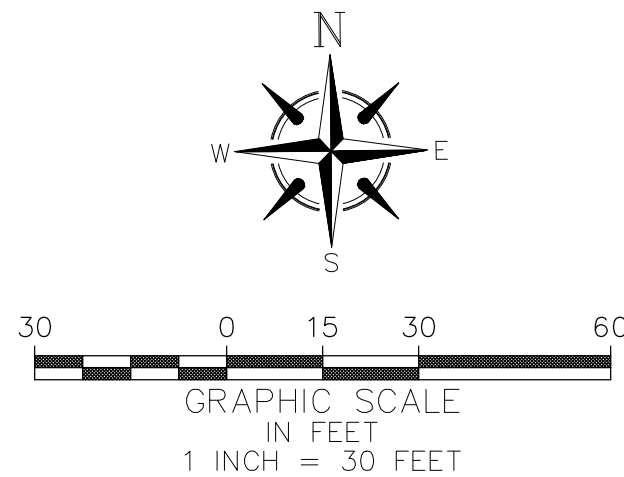
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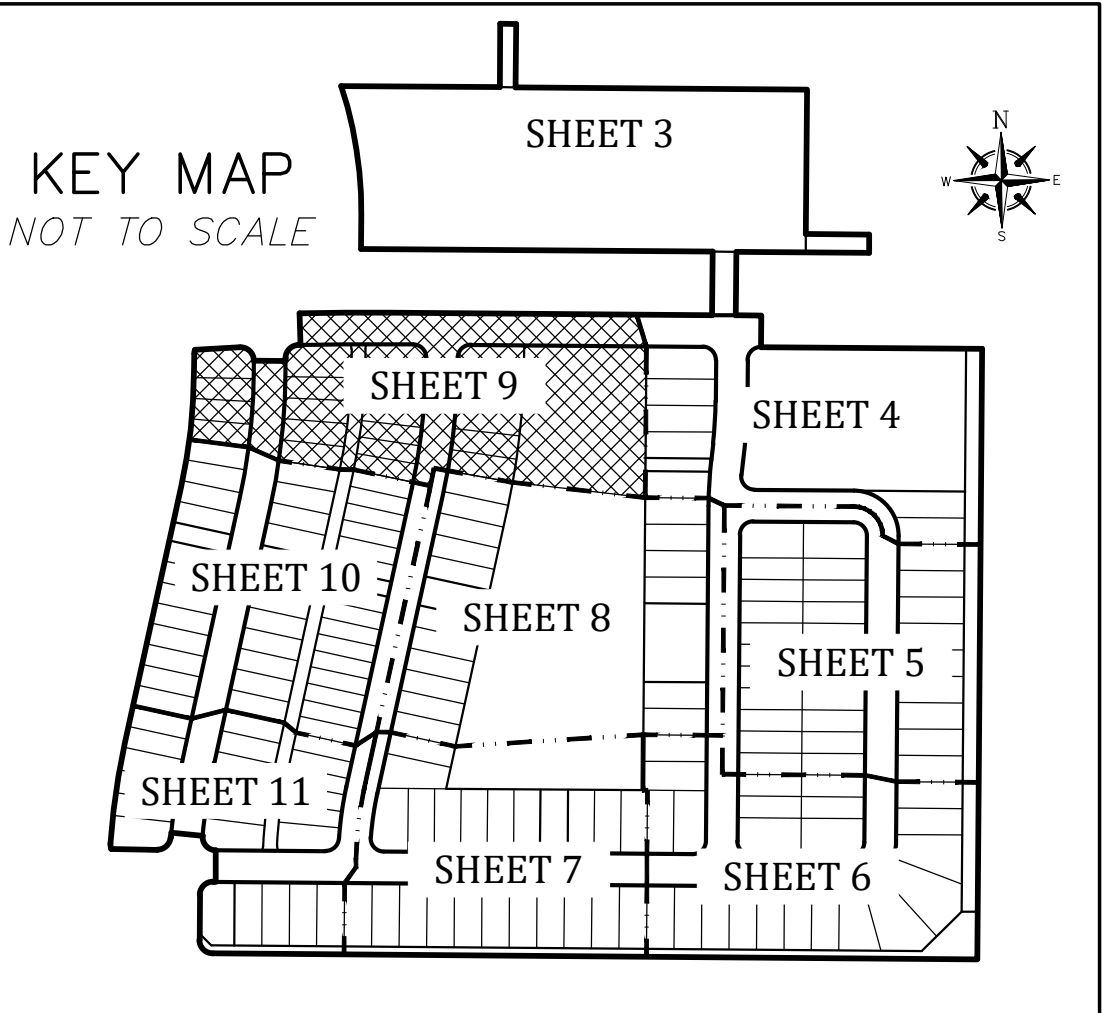


CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
C9	1057.00'	11°54'17"	219.62'	N06°24'24"E	219.22'
C10	23.00'	18°55'08"	7.59'	N09°54'50"E	7.56'
C11	4970.00'	0°59'09"	85.52'	N86°42'31"E	85.52'
C12	25.00'	93°15'11"	40.69'	S46°10'19"E	36.34'
C13	25.00'	88°01'23"	38.41'	S44°27'57"W	34.74'
C14	5030.00'	1°56'03"	169.79'	N89°29'15"E	169.78'
C16	5000.00'	1°56'03"	168.78'	S89°29'15"W	168.77'
C20	1203.50'	12°25'16"	260.90'	N06°08'55"E	260.39'
C22	1206.00'	11°54'17"	250.58'	N06°24'24"E	250.13'
C54	25.00'	90°13'58"	39.37'	S45°20'17"W	35.43'
C55	1230.00'	12°08'15"	260.56'	N06°17'26"E	260.07'
C57	1230.00'	1°15'05"	26.86'	N00°50'51"E	26.86'
C58	1230.00'	1°53'18"	40.54'	N02°25'02"E	40.54'
C59	1230.00'	1°09'52"	25.00'	N03°56'37"E	25.00'
C60	1230.00'	1°54'57"	41.13'	N05°29'02"E	41.12'
C61	1230.00'	1°52'45"	40.34'	N07°22'53"E	40.34'
C62	1230.00'	1°52'45"	40.34'	N09°15'38"E	40.34'
C63	1230.00'	1°52'45"	40.34'	N11°08'23"E	40.34'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
C65	25.00'	89°44'42"	39.16'	N44°40'23"W	35.28'
C66	4970.00'	1°56'03"	167.76'	S89°29'15"W	167.76'
C67	4970.00'	0°29'42"	42.93'	N89°47'35"W	42.93'
C68	4970.00'	0°20'35"	29.76'	S89°47'17"W	29.76'
C69	4970.00'	1°05'46"	95.07'	S89°04'06"W	95.07'
C70	1170.00'	12°09'35"	248.31'	N06°16'45"E	247.84'
C71	1170.00'	0°32'49"	11.17'	N12°05'08"E	11.17'
C72	1170.00'	1°42'30"	34.88'	N10°57'29"E	34.88'
C73	1170.00'	1°42'30"	34.88'	N09°14'59"E	34.88'
C74	1170.00'	1°42'30"	34.88'	N07°32'30"E	34.88'
C75	1170.00'	1°42'30"	34.88'	N05°50'00"E	34.88'
C76	1170.00'	1°42'30"	34.88'	N04°07'30"E	34.88'
C77	1170.00'	1°42'30"	34.88'	N02°25'01"E	34.88'
C78	1170.00'	1°21'48"	27.84'	N00°52'52"E	27.84'
C88	1055.00'	12°25'16"	228.71'	N06°08'55"E	228.26'
C89	1029.00'	12°25'16"	223.07'	N06°08'55"E	222.64'
C90	23.00'	23°28'46"	9.43'	N11°48'06"W	9.36'
C91	23.00'	23°10'45"	9.30'	S11°31'40"W	9.24'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
C96	1055.00'	0°32'49"	10.07'	N12°05'08"E	10.07'
C97	1055.00'	1°42'30"	31.45'	N10°57'29"E	31.45'
C98	1055.00'	1°42'30"	31.45'	N09°14'59"E	31.45'
C99	1055.00'	1°42'30"	31.45'	N07°32'30"E	31.45'
C100	1055.00'	1°42'30"	31.45'	N05°50'00"E	31.45'
C101	1055.00'	1°42'30"	31.45'	N04°07'30"E	31.45'
C102	1055.00'	1°42'30"	31.45'	N02°25'01"E	31.45'
C103	1055.00'	1°37'28"	29.91'	N00°45'01"E	29.91'
C104	1029.00'	2°22'37"	42.69'	N01°07'36"E	42.69'
C105	1029.00'	2°26'42"	43.91'	N03°32'16"E	43.91'
C106	1029.00'	2°26'35"	43.87'	N05°58'54"E	43.87'
C107	1029.00'	2°26'26"	43.83'	N08°25'24"E	43.83'
C108	1029.00'	2°26'15"	43.77'	N10°51'44"E	43.77'
C109	1029.00'	0°16'41"	4.99'	N12°13'12"E	4.99'
C114	1230.00'	11°54'17"	255.56'	N06°24'24"E	255.11'
C117	1170.00'	11°54'17"	243.10'	N06°24'24"E	242.66'
C118	1230.00'	0°22'57"	8.21'	N00°38'44"E	8.21'
C119	1230.00'	1°51'26"	39.87'	N01°45'56"E	39.87'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
C120	1230.00'	1°51'26"	39.87'	N03°37'22"E	39.87'
C121	1230.00'	1°51'26"	39.87'	N05°28'49"E	39.87'
C122	1230.00'	1°51'26"	39.87'	N07°20'15"E	39.87'
C123	1230.00'	1°51'26"	39.87'	N09°11'42"E	39.87'
C142	1057.00'	2°07'20"	39.15'	N08°30'22"E	39.15'
C143	1057.00'	2°07'20"	39.15'	N06°23'03"E	39.15'
C144	1057.00'	2°07'20"	39.15'	N04°15'43"E	39.15'
C145	1057.00'	2°07'20"	39.15'	N02°08'24"E	39.15'
C146	1057.00'	0°37'28"	11.52'	N00°46'00"E	11.52'
C149	1170.00'	2°07'20"	43.33'	N08°30'22"E	43.33'
C150	1170.00'	2°07'20"	43.33'	N06°23'03"E	43.33'
C151	1170.00'	2°07'20"	43.33'	N04°15'43"E	43.33'
C152	1170.00'	2°07'20"	43.33'	N02°08'24"E	43.33'
C153	1170.00'	0°37'28"	12.75'	N00°46'00"E	12.75'
C155	1230.00'	1°09'52"	25.00'	N03°52'18"E	25.00'



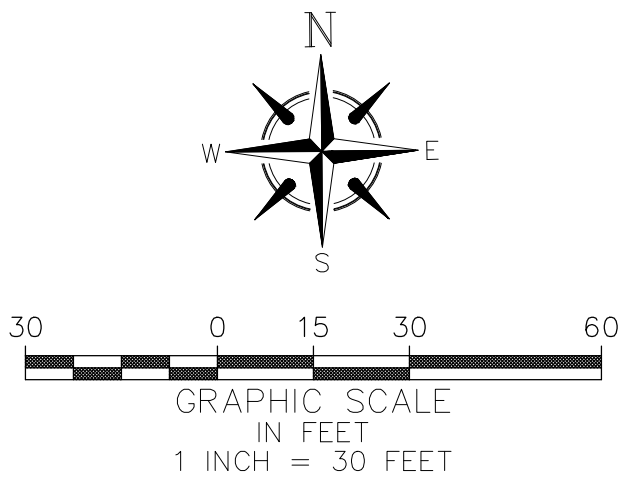
WELLNESS RIDGE PHASE 4

SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

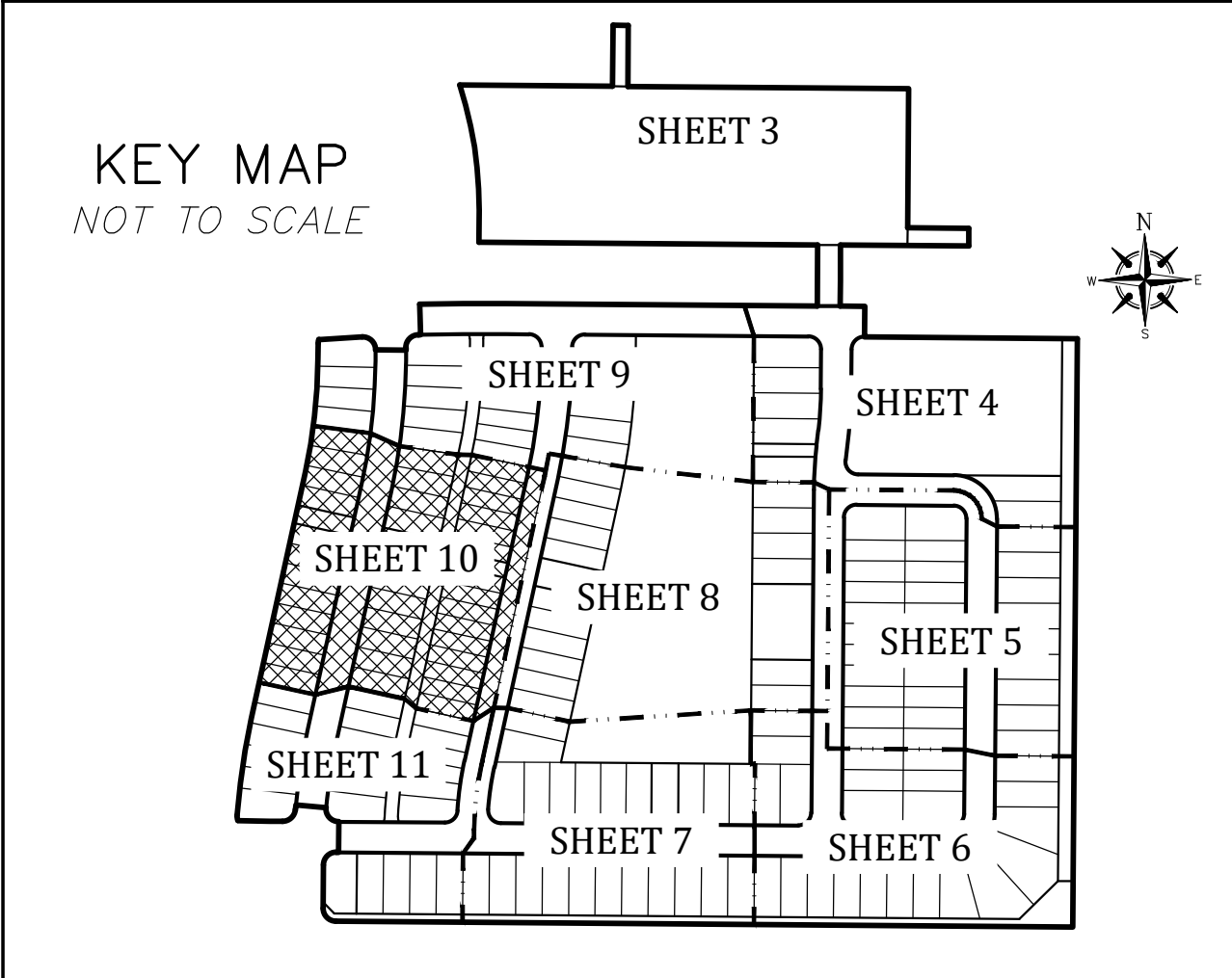
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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
C9	1057.00'	11°54'17"	219.62'	N06°24'24"E	219.22'
C20	1203.50'	12°25'16"	260.90'	N06°08'55"E	260.39'
C22	1206.00'	11°54'17"	250.58'	N06°24'24"E	250.13'
C55	1230.00'	12°08'15"	260.56'	N06°17'26"E	260.07'
C62	1230.00'	1°52'45"	40.34'	N09°15'38"E	40.34'
C63	1230.00'	1°52'45"	40.34'	N11°08'23"E	40.34'
C64	1230.00'	0°16'47"	6.01'	N12°13'09"E	6.01'
C70	1170.00'	12°09'35"	248.31'	N06°16'45"E	247.84'
C71	1170.00'	0°32'49"	11.17'	N12°05'08"E	11.17'
C72	1170.00'	1°42'30"	34.88'	N10°57'29"E	34.88'
C88	1055.00'	12°25'16"	228.71'	N06°08'55"E	228.26'
C89	1029.00'	12°25'16"	223.07'	N06°08'55"E	222.64'
C96	1055.00'	0°32'49"	10.07'	N12°05'08"E	10.07'
C97	1055.00'	1°42'30"	31.45'	N10°57'29"E	31.45'
C108	1029.00'	2°26'15"	43.77'	N10°51'44"E	43.77'
C109	1029.00'	0°16'41"	4.99'	N12°13'12"E	4.99'
C114	1230.00'	11°54'17"	255.56'	N06°24'24"E	255.11'
C117	1170.00'	11°54'17"	243.10'	N06°24'24"E	242.66'
C122	1230.00'	1°51'26"	39.87'	N07°20'15"E	39.87'
C123	1230.00'	1°51'26"	39.87'	N09°11'42"E	39.87'
C124	1230.00'	1°51'26"	39.87'	N11°03'08"E	39.87'
C125	1230.00'	0°22'41"	8.12'	N12°10'12"E	8.12'
C140	1057.00'	0°37'39"	11.58'	N12°02'43"E	11.58'
C141	1057.00'	2°09'52"	39.93'	N10°38'58"E	39.93'
C142	1057.00'	2°07'20"	39.15'	N08°30'22"E	39.15'
C147	1170.00'	0°37'39"	12.81'	N12°02'43"E	12.81'
C148	1170.00'	2°09'52"	44.20'	N10°38'58"E	44.19'
C149	1170.00'	2°07'20"	43.33'	N08°30'22"E	43.33'



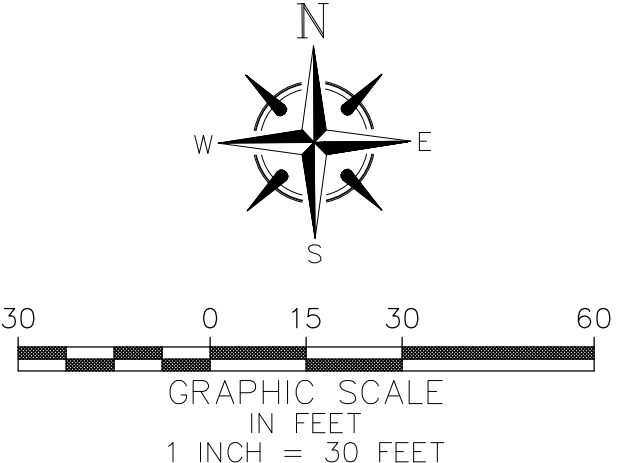
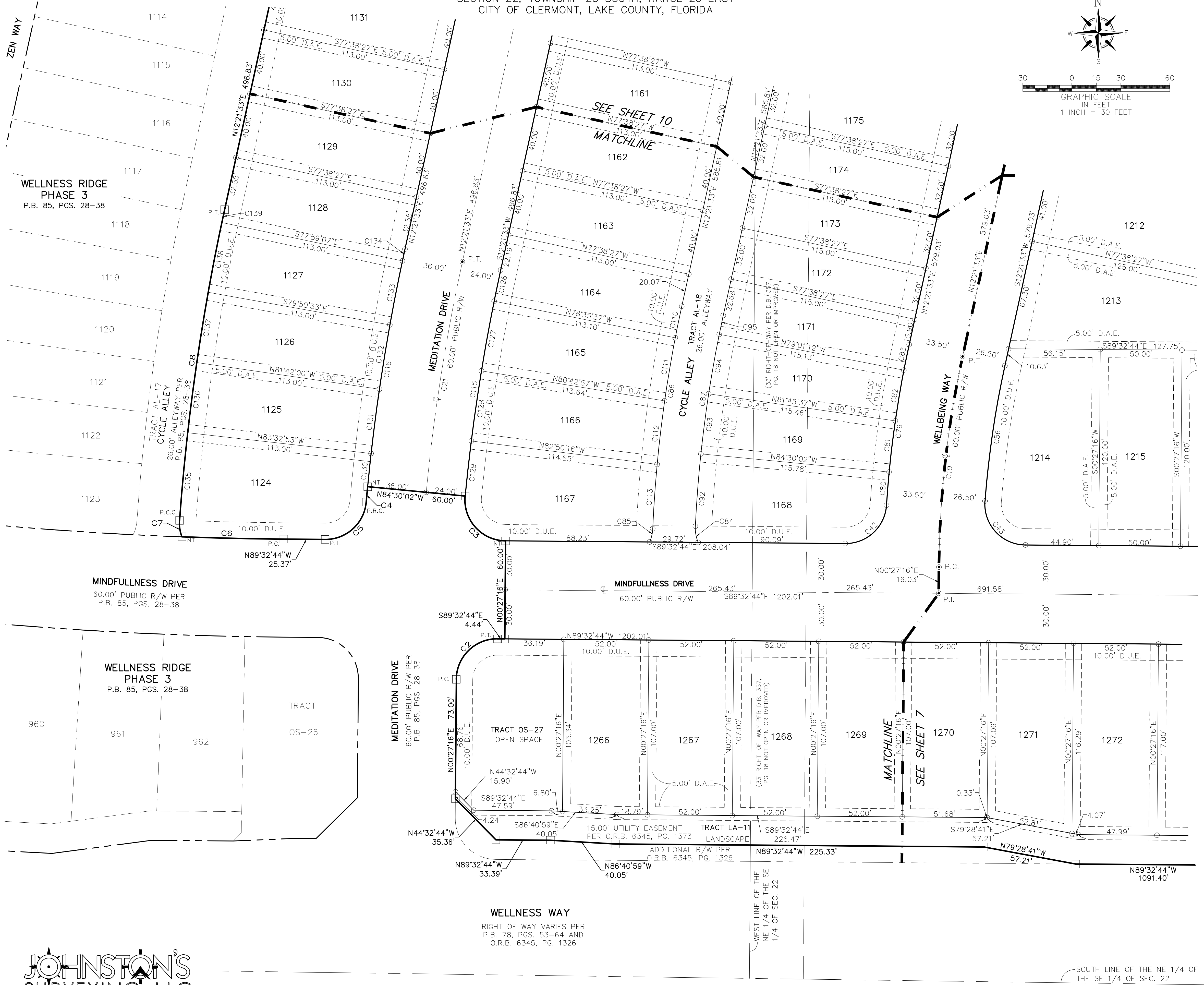
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CITY OF CLERMONT, LAKE COUNTY, FLORIDA

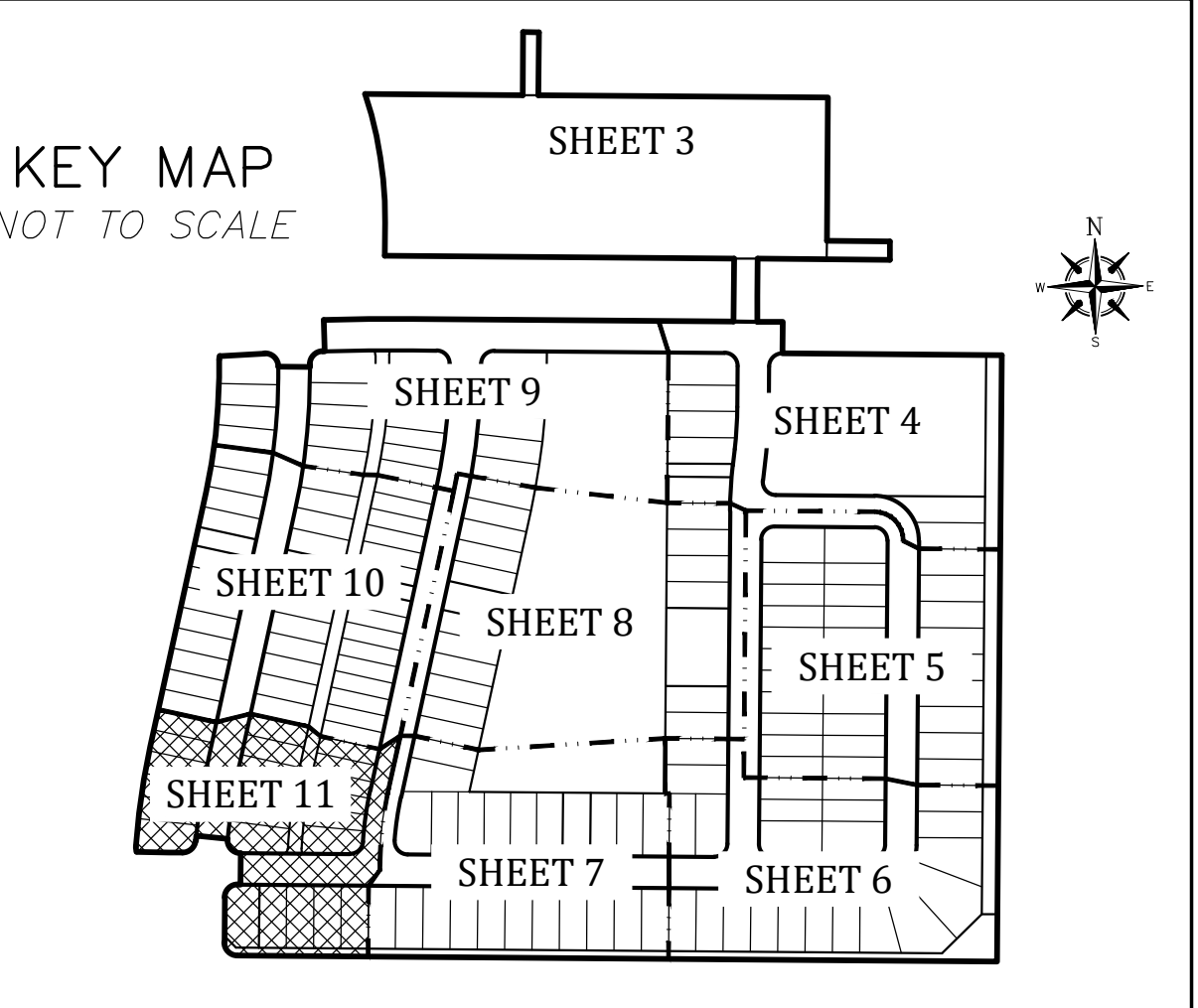
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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD
C2	25.00'	90°00'00"	39.27'	N45°27'16"E	35.36'
C3	25.00'	95°02'42"	41.47'	N42°01'23"W	36.88'
C4	1230.00'	0°26'36"	9.51'	S05°16'41"W	9.51'
C5	25.00'	85°23'53"	37.26'	S47°45'19"W	33.91'
C6	2170.00'	1°38'44"	62.32'	N88°43'22"W	62.32'
C7	23.00'	25°21'56"	10.18'	N08°31'58"W	10.10'
C8	1343.00'	8°12'33"	192.42'	N08°15'16"E	192.26'
C19	625.50'	11°54'17"	129.96'	S06°24'24"W	129.73'
C21	1194.00'	6°51'34"	142.95'	S08°55'46"W	142.86'
C42	25.00'	86°44'03"	37.84'	N47°05'14"E	34.33'
C43	25.00'	93°53'33"	40.97'	S42°35'57"E	36.54'
C56	599.00'	8°00'44"	83.76'	S08°21'11"W	83.70'
C79	659.00'	8°38'20"	99.36'	S08°02'23"W	99.27'
C80	659.00'	1°46'45"	20.46'	S04°36'35"W	20.46'
C81	659.00'	2°44'25"	31.52'	S06°52'11"W	31.52'
C82	659.00'	2°44'25"	31.52'	S09°36'36"W	31.52'
C83	659.00'	1°22'45"	15.86'	S11°40'11"W	15.86'
C84	23.00'	25°17'42"	10.15'	S09°56'02"E	10.07'
C85	23.00'	20°58'27"	8.42'	N13°00'11"E	8.37'
C86	800.00'	9°50'35"	137.44'	S07°26'15"W	137.27'
C87	774.00'	9°38'44"	130.30'	S07°32'11"W	130.15'
C92	774.00'	3°17'04"	44.37'	S04°21'21"W	44.36'
C93	774.00'	2°44'33"	37.05'	S07°22'10"W	37.05'
C94	774.00'	2°44'29"	37.03'	S10°06'41"W	37.03'
C95	774.00'	0°52'37"	11.85'	S11°55'14"W	11.85'
C110	800.00'	1°24'38"	19.69'	S11°39'14"W	19.69'
C111	800.00'	2°48'12"	39.14'	S09°32'49"W	39.14'
C112	800.00'	2°48'07"	39.12'	S06°44'40"W	39.12'
C113	800.00'	2°49'39"	39.48'	S03°55'47"W	39.48'
C115	1170.00'	6°51'34"	140.07'	S08°55'46"W	139.99'
C116	1230.00'	6°51'34"	147.26'	S08°55'46"W	147.17'
C126	1170.00'	0°57'10"	19.46'	S11°52'58"W	19.46'
C127	1170.00'	2°07'20"	43.33'	S10°20'43"W	43.33'
C128	1170.00'	2°07'20"	43.33'	S08°13'23"W	43.33'
C129	1170.00'	1°39'45"	33.95'	S06°19'51"W	33.95'
C130	1230.00'	0°57'08"	20.44'	S05°58'33"W	20.44'
C131	1230.00'	1°50'53"	39.68'	S07°22'33"W	39.67'
C132	1230.00'	1°51'26"	39.87'	S09°13'43"W	39.87'
C133	1230.00'	1°51'26"	39.87'	S11°05'10"W	39.87'
C134	1230.00'	0°20'40"	7.39'	S12°11'13"W	7.39'
C135	1343.00'	2°18'07"	53.96'	S05°18'03"W	53.95'
C136	1343.00'	1°50'53"	43.32'	S07°22'33"W	43.32'
C137	1343.00'	1°51'26"	43.54'	S09°13'43"W	43.53'
C138	1343.00'	1°51'26"	43.54'	S11°05'10"W	43.53'
C139	1343.00'	0°20'40"	8.07'	S12°11'13"W	8.07'





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, June 10, 2025	
Agenda Item Name	
Piggyback Purchase <i>Fire Station 3 Generator</i>	
Requested Action	
Requesting approval to purchase under Florida Sheriffs Association Contract No. FSA23-EQU21.0 with GenServe, LLC. to replace a generator in the amount of \$117,270.	
Staff Report	
The Procurement Services Department, in coordination with the Fire Department, recommends approval of this action. The Fire Department has been awarded a grant through FEMA's Hazard Mitigation Grant Program (HMGP), Project #4680-012-R, to replace a failed emergency generator at Fire Station #3. The existing generator, manufactured in 2007 and placed into service in 2009, is now seventeen years old and no longer meets the station's current emergency power requirements. The generator has proven unreliable, failing to operate during critical moments, including a power outage caused by a hurricane in 2022, and during pre-storm preparedness operations for Hurricanes Idalia (2023) and Milton (2024). It has been deemed necessary to replace the unit to ensure reliable emergency power during future events due to these failures. . The HMGP grant is a cost-sharing award, with the federal share totaling \$87,952.50 to be reimbursed to the City of Clermont. To ensure transparency, the Procurement Services Department issued a Request for Interest (RFI) No. 25-080 to notify local vendors of the City's intent to purchase under an existing governmental contract. The RFI was posted on the City's website for seven (7) business days. At the conclusion of the posting period, no vendor interest was received. Based on this, the staff recommended that the City Council approve the purchase under the Florida Sheriffs Association contract. The Florida Sheriffs Association contract, number FSA23-EQU21.0, was awarded through a fully competitive solicitation process and complies with the City of Clermont's Procurement Policy and the requirements of the awarded federally funded grant. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest.	
Additional Analysis	
Fiscal Impact Summary	
The Fire Station 3 generator purchase and installation is included in the current year's approved budget.	

Department Account Code: 10522-66401-22803		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$29,317.50	10522-66401-22803 - Fire Capital Equipment Fire Station #3	\$125,000
Exhibits Attached (copies of original agreements)		
1.	GenServe Quote No. Q-81307	GenServe Quote No. Q-81307 .pdf
2.	Federal Grant Agreement No. H1116 Project No. 4680-012-R	Federal Grant Agreement No. H1116 Project No. 4680-012-R.pdf
3.	RFI 25-080	RFI 25-080.pdf



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](https://www.genserveinc.com)

SERVICE, SALES, RENTALS



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

April 25, 2025

Rick Casler
Assistant Chief of Administration
439 West Highway 50
Clermont, Florida 34711

Re: Project #4680-012-R, City of Clermont

Dear Rick Casler,

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1116 between the City of Clermont and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Jazmine.Martinez@em.myflorida.com. The Project Manager for this contract is:

Jazmine Martinez, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Jazmine Martinez at (850) 815-4572.

Respectfully,

Laura Dhuwe

Digitally signed by Laura
Dhuwe
Date: 2025.05.16 12:26:05
-04'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

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 Murry, Mayor

Date: 4-8-2025

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe Digitally signed by Laura Dhuwe
Date: 2025.05.16 12:24:12 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 16-MAY-2025

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 revaluation 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 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/governmental/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 (l)(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 ClermontREMIT ADDRESS: 439 West Highway 50CITY: Clermont STATE: Florida ZIP CODE: 34711PROJECT TYPE: Generator PROJECT #: 4680-012-RPROGRAM: 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 (estimated)</u>
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

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

Tim Murry, Mayor
Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

4-8-2025

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: Date:	Tim Murry MAYOR 4-8-2025	

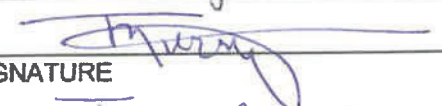
ATTACHMENT M

**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>GENSEERVE 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 Drive 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@genseerveinc.com</u>		
Certified By: 		
AUTHORIZED SIGNATURE		
Print Name and Title: <u>Tim Murry, Mayor</u>		
Date: <u>4-8-2025</u>		

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.



REQUEST FOR INFORMATION

RFI 25-080

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE GENERATOR

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

RELEASE DATE: May 22, 2025

DEADLINE FOR QUESTIONS: May 30, 2025

RESPONSE DEADLINE: May 30, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

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

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

Attachments:

B - Vendor Information

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Generator

1.2. Contact Information

Ramsey Jimenez

Senior Procurement Agent

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

Phone: [\(352\) 241-7353](tel:(352)241-7353)

Department:

Procurement Services

1.3. Timeline

Solicitation Release Date	May 22, 2025
Question Deadline	May 30, 2025, 12:00pm
Response Deadline	May 30, 2025, 3:00pm

2. Response Procedures

2.1. Electronic Bidding System

The City of Clermont uses OpenGov ("Software Administrator"), an e-Procurement system ("Portal") that provides bid notification services to interested vendors. The Portal allows for vendors to register online and receive notification of new solicitations, addenda, and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: <https://procurement.opengov.com/portal/clermontfl>.

The City of Clermont uses the NIGP Commodity Codes to notify vendors of whenever projects are issued that include category codes that match the codes added to the vendor profile.

2.2. Standard RFI

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

- A. Company Name: GenServ
- B. Contract Number and Title: FSA23-EQU21.0: Equipment Item #193
- C. Length of Contract: Through September 30, 2025
- D. Product or Service Provided: 180KW, 208V, 3P, Diesel Generator
- E. Estimated Annual Expenditure: \$117,270.00

If you're a local vendor, please contact the Procurement Services Director by email prior to Friday, May 30, 2025 to advise whether your company can provide any of the products or services mentioned above.

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 10, 2025		
Agenda Item Name		
Resolution No. 2025-016R <i>Emergency Declaration Authority</i>		
Requested Action		
Approve resolution 2025-016R		
Staff Report		
The 2025 Hurricane Season began on June first. This resolution provides the Mayor, or, in the Mayor's absence, the Mayor Pro Tem with the limited authority to declare a state of emergency in accordance with Section 252.3 of the Florida Statutes within the municipal boundaries, subject to the following: • The Governor of the State of Florida and/or the Lake County Board of County Commissioners have declared a state of emergency to include all or part of Lake County. • The City Council is notified with reasonable dispatch that a state of emergency has been declared.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2025-016R - SOE Delegation to Mayor (06.10.2025)	2025-016R - SOE Delegation to Mayor (06.10.2025).pdf	
2. 25238 Emergency management powers of political subdivisions (1)	25238 Emergency management powers of political subdivisions (1).doc	



CITY OF CLERMONT
RESOLUTION NO. 2025-016R

**A RESOLUTION OF THE CITY OF CLERMONT CITY COUNCIL
RELATING TO A FUTURE DECLARATION OF LOCAL STATE OF
EMERGENCIES TO INCLUDE A DELEGATION OF AUTHORITY TO
THE MAYOR IN SPECIFIED INSTANCES; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, Chapter 252, Florida Statutes, Emergency Management provides for Local Emergencies; and

WHEREAS, it is anticipated that significant weather and other conditions, could present a serious threat to the public health, safety and welfare and that such conditions could cause significant damage to infrastructure and personal property;

WHEREAS, in accordance with Section 252.38, *Florida Statutes*, the City of Clermont has the authority to declare a state of emergency within the municipal boundaries of the City and invoke any and all emergency provisions, regulations, policies and programs as may be authorized by the State of Florida, State Statutes and County or City ordinances.

WHEREAS, in an emergency the immediate and efficient implementation of the authority granted to the City Council is necessary to limit and reduce the impact to the City and its population.

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

SECTION 1: EMERGENCY DECLARATION AUTHORITY DELEGATED TO MAYOR

The City Council does hereby delegate to the Mayor, or in the Mayor's absence, the Mayor Pro Tem, the limited authority to declare a state of emergency in accordance with Section 252.38, *Florida Statutes* within the municipal boundaries subject to the following:

- a. The Governor of the State of Florida and/or the Lake County Board of County Commissioners has declared a state of emergency to include all or part of Lake County; and
- b. The City Council is notified with reasonable dispatch that a state of emergency has been declared.

SECTION 2: EFFECTIVE DATE; DURATION

Any state of emergency declared hereunder shall take effect upon signature and shall be in effect for seven (7) days unless extended by the Mayor, or in the Mayor's absence, the Mayor Pro Tem for an emergency order entered in response to a hurricane or other weather condition or, for other emergency events, by a majority vote of the City Council or terminated as provided herein.



CITY OF CLERMONT
RESOLUTION NO. 2025-016R

SECTION 3: TERMINATION

The Mayor, or in the Mayor's absence, the Mayor Pro Tem, may terminate any State of Emergency declared hereunder as may be required.



CITY OF CLERMONT
RESOLUTION NO. 2025-016R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 10th day of June 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

West's Florida Statutes Annotated

Title XVII. Military Affairs and Related Matters (Chapters 249-252) (Refs & Annos)
--

Chapter 252. Emergency Management (Refs & Annos)
--

Part I. General Provisions (Refs & Annos)

West's F.S.A. § 252.38

252.38. Emergency management powers of political subdivisions

Effective: July 1, 2021

Currentness

Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state.

(1) Counties.--

(a) In order to provide effective and orderly governmental control and coordination of emergency operations in emergencies within the scope of ss. 252.31-252.90, each county within this state shall be within the jurisdiction of, and served by, the division. Except as otherwise provided in ss. 252.31-252.90, each local emergency management agency shall have jurisdiction over and serve an entire county. Unless part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3)(b) which is recognized by the Governor by executive order or rule, each county must establish and maintain such an emergency management agency and shall develop a county emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program. Counties that are part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3)(b) which is recognized by the Governor by executive order or rule shall cooperatively develop an emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program.

(b) Each county emergency management agency created and established pursuant to ss. 252.31-252.90 shall have a director. The director must meet the minimum training and education qualifications established in a job description approved by the county. The director shall be appointed by the board of county commissioners or the chief administrative officer of the county, as described in chapter 125 or the county charter, if applicable, to serve at the pleasure of the appointing authority, in conformance with applicable resolutions, ordinances, and laws. A county constitutional officer, or an employee of a county constitutional officer, may be appointed as director following prior notification to the division. Each board of county commissioners shall promptly inform the division of the appointment of the director and other personnel. Each director has direct responsibility for the organization, administration, and operation of the county emergency management agency. The director shall coordinate emergency management activities, services, and programs within the county and shall serve as liaison to the division and other local emergency management agencies and organizations.

(c) Each county emergency management agency shall perform emergency management functions within the territorial limits of the county within which it is organized and, in addition, shall conduct such activities outside its territorial limits as are

required pursuant to ss. 252.31-252.90 and in accordance with state and county emergency management plans and mutual aid agreements. Counties shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during postdisaster emergency operations.

(d) During a declared state or local emergency and upon the request of the director of a local emergency management agency, the district school board or school boards in the affected area shall participate in emergency management by providing facilities and necessary personnel to staff such facilities. Each school board providing transportation assistance in an emergency evacuation shall coordinate the use of its vehicles and personnel with the local emergency management agency.

(e) County emergency management agencies may charge and collect fees for the review of emergency management plans on behalf of external agencies and institutions. Fees must be reasonable and may not exceed the cost of providing a review of emergency management plans in accordance with fee schedules established by the division.

(2) Municipalities.--Legally constituted municipalities are authorized and encouraged to create municipal emergency management programs. Municipal emergency management programs shall coordinate their activities with those of the county emergency management agency. Municipalities without emergency management programs shall be served by their respective county agencies. If a municipality elects to establish an emergency management program, it must comply with all laws, rules, and requirements applicable to county emergency management agencies. Each municipal emergency management plan must be consistent with and subject to the applicable county emergency management plan. In addition, each municipality must coordinate requests for state or federal emergency response assistance with its county. This requirement does not apply to requests for reimbursement under federal public disaster assistance programs.

(3) Emergency management powers; political subdivisions.--

(a) In carrying out the provisions of ss. 252.31-252.90, each political subdivision shall have the power and authority:

1. To appropriate and expend funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergency; and direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies.

2. To appoint, employ, remove, or provide, with or without compensation, coordinators, rescue teams, fire and police personnel, and other emergency management workers.

3. To establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

4. To assign and make available for duty the offices and agencies of the political subdivision, including the employees,

property, or equipment thereof relating to firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operation purposes, as the primary emergency management forces of the political subdivision for employment within or outside the political limits of the subdivision.

5. To request state assistance or invoke emergency-related mutual-aid assistance by declaring a state of local emergency in the event of an emergency affecting only one political subdivision. The duration of each state of emergency declared locally is limited to 7 days; it may be extended, as necessary, in 7-day increments. Further, the political subdivision has the power and authority to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.

b. Entering into contracts.

c. Incurring obligations.

d. Employment of permanent and temporary workers.

e. Utilization of volunteer workers.

f. Rental of equipment.

g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

h. Appropriation and expenditure of public funds.

(b) Upon the request of two or more adjoining counties, or if the Governor finds that two or more adjoining counties would be better served by an interjurisdictional arrangement than by maintaining separate emergency management agencies and services, the Governor may delineate by executive order or rule an interjurisdictional area adequate to plan for, prevent, mitigate, or respond to emergencies in such area and may direct steps to be taken as necessary, including the creation of an interjurisdictional relationship, a joint emergency plan, a provision for mutual aid, or an area organization for emergency planning and services. A finding of the Governor pursuant to this paragraph shall be based on one or more factors related to the difficulty of maintaining an efficient and effective emergency prevention, mitigation, preparedness, response, and recovery system on a unijurisdictional basis, such as:

1. Small or sparse population.
2. Limitations on public financial resources severe enough to make maintenance of a separate emergency management agency and services unreasonably burdensome.
3. Unusual vulnerability to emergencies as evidenced by a past history of emergencies, topographical features, drainage characteristics, emergency potential, and presence of emergency-prone facilities or operations.
4. The interrelated character of the counties in a multicounty area.
5. Other relevant conditions or circumstances.

(4) Expiration and extension of emergency orders.--

(a) As used in this subsection, the term “emergency order” means an order or ordinance issued or enacted by a political subdivision in response to an emergency pursuant to this chapter or chapter 381 that limits the rights or liberties of individuals or businesses within the political subdivision. The term does not apply to orders issued in response to hurricanes or other weather-related emergencies.

(b) It is the intent of the Legislature to minimize the negative effects of an emergency order issued by a political subdivision. Notwithstanding any other law, an emergency order issued by a political subdivision must be narrowly tailored to serve a compelling public health or safety purpose. Any such emergency order must be limited in duration, applicability, and scope in order to reduce any infringement on individual rights or liberties to the greatest extent possible.

(c) An emergency order automatically expires 7 days after issuance but may be extended by a majority vote of the governing body of the political subdivision, as necessary, in 7-day increments for a total duration of not more than 42 days.

(d) The Governor may, at any time, invalidate an emergency order issued by a political subdivision if the Governor determines that such order unnecessarily restricts individual rights or liberties.

(e) Upon the expiration of an emergency order, a political subdivision may not issue a substantially similar order.

Credits

252.38. Emergency management powers of political subdivisions, FL ST § 252.38

Laws 1974, c. 74-285, § 1; Laws 1977, c. 77-174, § 1; Laws 1981, c. 81-169, § 22; Laws 1983, c. 83-334, § 21. Amended by Laws 1992, c. 92-279, § 102, eff. July 1, 1992; Laws 1993, c. 93-211, § 14, eff. May 12, 1993; Laws 1995, c. 95-148, § 132, eff. July 10, 1995; Laws 2000, c. 2000-140, § 5, eff. Oct. 1, 2000; Laws 2001, c. 2001-61, § 34, eff. July 3, 2001; Laws 2021, c. 2021-8, § 12, eff. July 1, 2021.

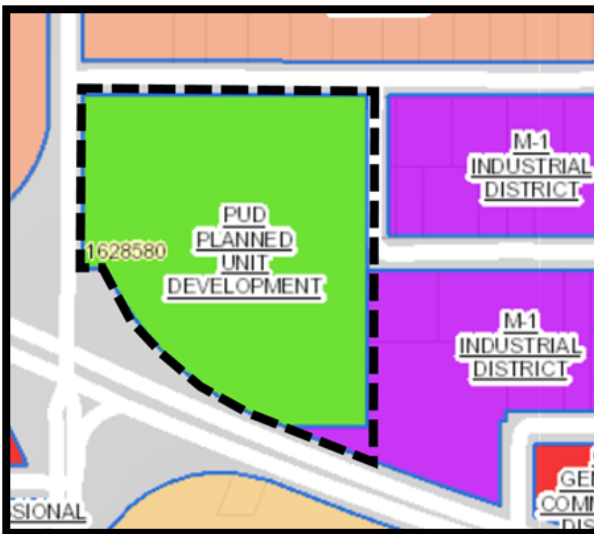
West's F. S. A. § 252.38, FL ST § 252.38

Current with laws, joint and concurrent resolutions and memorials through April 25, 2023, in effect from the 2023 Special B Session and the 2023 first regular session. Some statute sections may be more current, see credits for details. The statutes are subject to change as determined by the Florida Revisor of Statutes. (These changes will be incorporated later this year.)

End of Document

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AGENDA ITEM

Meeting Date	
Tuesday, June 10, 2025	
Agenda Item Name	
Ordinance No. 2025-011 <i>Final</i> <i>Heritage Square Florida Rezoning</i>	
Requested Action	
Recommend approval of Ordinance No. 2025-011.	
Staff Report	
The applicant, Tom Kovatch, is requesting a rezoning to C-2 General Commercial zoning to remove the previously approved Planned Unit Development (PUD Ordinance No. 2019-47) for a distillery with tasting room, restaurants and retail shop. The vacant 6.01 +/- acre parcel, previously used as a steel fabrication site, is located at the northeast corner of SR 50 and 12th Street (CR 561). The property was rezoned from M-1 Industrial to the PUD in November 2019 by City Council. As part of the PUD, the applicant requested seven special waivers to the Land Development Code in order for this development to be considered. The applicant is willing to remove these entitlements at this time and seeks to develop the property under the direction of permitted C-2 General Commercial uses since the distillery is no longer a viable option. The applicant also purchased a small portion of the adjoining property at the southeast point that is now incorporated into the request. This small pie-shaped piece is currently zoned M-1 Industrial and the applicant wishes this piece to be rezoned to C-2 General Commercial as well.	
 	
The property has a future land use of commercial, which aligns with the C-2 General Commercial zoning. The applicant, at the time of securing users for the site, will be required to go through the site review process and meet the Land Development Code. If a variance is needed or if a use is a conditional use, then the applicant will be required to seek council approval. <i>The Planning and Zoning Commission made a motion for approval, which resulted in a vote of 1-6. No other motion was made.</i> Staff recommends approval of Ordinance No. 2025-011.	
Additional Analysis	
Fiscal Impact Summary	

None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ord 2025-011 - Heritage Square REZ (06.02.2025)	Ord 2025-011 - Heritage Square REZ (06.02.2025).pdf
2.	2025-011 Heritage Square FL RZ - Legal Ad CC	2025-011 Heritage Square FL RZ - Legal Ad CC.pdf



CITY OF CLERMONT
ORDINANCE NO. 2025-011

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

CLERMONT, SUNSET PARK PB 8 PG 18-23 THE EAST 10 FEET OF LOT 21 BLK 112, BLK 123, BLK 124, THAT PART OF JUANITA STREET BETWEEN BLKS 123 & 124, THE NORTH 1/2 OF VACATED BROOME STREET LYING SOUTH OF BLK 124 & WESTERLY OF THE 10 FOOT ALLEY LYING BETWEEN THE EASTERLY LINE OF SAID BLK 124 AND THE WESTERLY LINE OF BLK 111 LYING NORTHERLY OF BROOME STREET NOW VACATED AND SOUTHERLY OF JUNIATA STREET NOW VACATED, AND BEGIN AT THE INTERSECTION OF A SOUTHERLY EXTENSION OF THE CENTERLINE OF A 10 FOOT WIDE ALLEY LYING BETWEEN THE EASTERLY LINE OF BLK 124 AND THE WESTERLY LINE OF BLK 111 LYING NORTHERLY OF BROOME STREET NOW VACATED AND SOUTHERLY OF JUNIATA STREET NOW VACATED AND THE CENTERLINE OF BROOME STREET NOW VACATED, THENCE RUN SOUTH 00-38-55 WEST ALONG SAID SOUTHERLY EXTENSION OF THE CENTERLINE OF A 10 FOOT WIDE ALLEY LYING BETWEEN THE EASTERLY LINE OF BLK 124 AND THE WESTERLY LINE OF BLK 111 A DISTANCE OF 57.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 50, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5679.65 FEET, A CHORD BEARING OF NORTH 68-35-09 WEST AND A CHORD DISTANCE OF 160.15 FEET, THENCE RUN NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 160.16 FEET THRU A CENTRAL ANGLE OF 01-36-56 TO THE AFORESAID CENTERLINE OF BROOME STREET, THENCE RUN SOUTH 89-31-25 EAST ALONG SAID CENTERLINE OF BROOME STREET 149.75 FEET TO THE POINT OF BEGINNING

LOCATION

Vacant property located northeast of the
12th Street and SR 50 intersection
Approx. 6.01 +/- Acres

CITY OF CLERMONT
ORDINANCE NO. 2025-011

LOCATION MAP



PROPERTY REZONING

**From: Planned Unit Development (PUD) and M-1 Industrial District
To: C-2 General Commercial**

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. 2025-011

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. 2025-011

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of June, 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

LEGAL NOTICE

On Tuesday, June 10, 2025 at 3:00 PM the Clermont City Council will consider the enactment of the following proposed ordinance.

ORDINANCE NO. 2025-011

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.

LOCATION

Vacant property located northeast of the
12th Street and SR 50 intersection
Approx. 6.01 +/- Acres



PROPERTY REZONING

**From: Planned Unit Development (PUD) and M-1 Industrial District
To: C-2 General Commercial**

LEGAL DESCRIPTION

CLERMONT, SUNSET PARK PB 8 PG 18-23 THE EAST 10 FEET OF LOT 21 BLK 112, BLK 123, BLK 124, THAT PART OF JUANITA STREET BETWEEN BLKS 123 & 124, THE NORTH 1/2 OF VACATED BROOME STREET LYING SOUTH OF BLK 124 & WESTERLY OF THE 10 FOOT ALLEY LYING BETWEEN THE EASTERLY LINE OF SAID BLK 124 AND THE WESTERLY LINE OF BLK 111 LYING NORTHERLY OF BROOME STREET NOW VACATED AND SOUTHERLY OF JUNIATA STREET NOW VACATED, AND BEGIN AT THE INTERSECTION OF A SOUTHERLY EXTENSION OF THE CENTERLINE OF A 10 FOOT WIDE ALLEY LYING BETWEEN THE EASTERLY LINE OF BLK 124 AND THE WESTERLY LINE OF BLK 111 LYING NORTHERLY OF BROOME STREET NOW VACATED AND SOUTHERLY OF JUNIATA STREET NOW VACATED AND THE CENTERLINE OF BROOME STREET NOW VACATED, THENCE RUN SOUTH 00-38-55 WEST ALONG SAID SOUTHERLY EXTENSION OF THE CENTERLINE OF A 10 FOOT WIDE ALLEY LYING BETWEEN THE EASTERLY LINE OF BLK 124 AND THE WESTERLY LINE OF BLK 111 A DISTANCE OF 57.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 50, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5679.65 FEET, A CHORD BEARING OF NORTH 68-35-09 WEST AND A CHORD DISTANCE OF 160.15 FEET, THENCE RUN NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 160.16 FEET THRU A CENTRAL ANGLE OF 01-36-56 TO THE AFORESAID CENTERLINE OF BROOME STREET, THENCE RUN SOUTH 89-31-25 EAST ALONG SAID CENTERLINE OF BROOME STREET 149.75 FEET TO THE POINT OF BEGINNING

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.

AGENDA ITEM

Meeting Date		
Tuesday, June 10, 2025		
Agenda Item Name		
Ordinance No. 2025-016 <i>Final Vacate ROW</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-016.		
Staff Report		
The applicant, Brian Hess, is requesting the vacation of a portion of the Short Street right-of-way. The 0.29 +/- acre right-of-way is located north of SR 50 and east of 12th Street, within the Downtown Clermont area. Carroll Street is being aligned as part of the Community Benefit agreement with the Lumberyard project. This will provide an improved east/west connection from 12th Street. The portion of Short Street in question is no longer necessary for public access or circulation, as the surrounding parcels have been reconfigured and redeveloped over the years. This vacation is required to eliminate redundant and unnecessary right-of-way and to facilitate the more efficient use of the surrounding properties. There are no utilities or public infrastructure within this segment that would be affected by the proposed vacation. The applicant did apply in 2014 for a vacation request on Short Street from 12th Street to Carroll Street. One of the property owners to the west at that time, Mr. Klaas did not consent to the vacation request due to restricting access to his property. The applicant withdrew the request. The proposed right-of-way vacation does not impact public access or services and is consistent with the City's redevelopment goals for the downtown core. The vacation request is only along the applicant's property and does not affect access to the properties to the west. Staff recommends approval of the vacation of the subject portion of the Short Street right-of-way, as outlined in Ordinance 2025-016.		
		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Ord 2025-016 Short Street ROW Vacate (05.15.2025)	Ord 2025-016 Short Street ROW Vacate (05.15.2025).pdf
2.	Map	Map.pdf
3.	Application	Application.pdf
4.	Legal Ad	Legal Ad.pdf

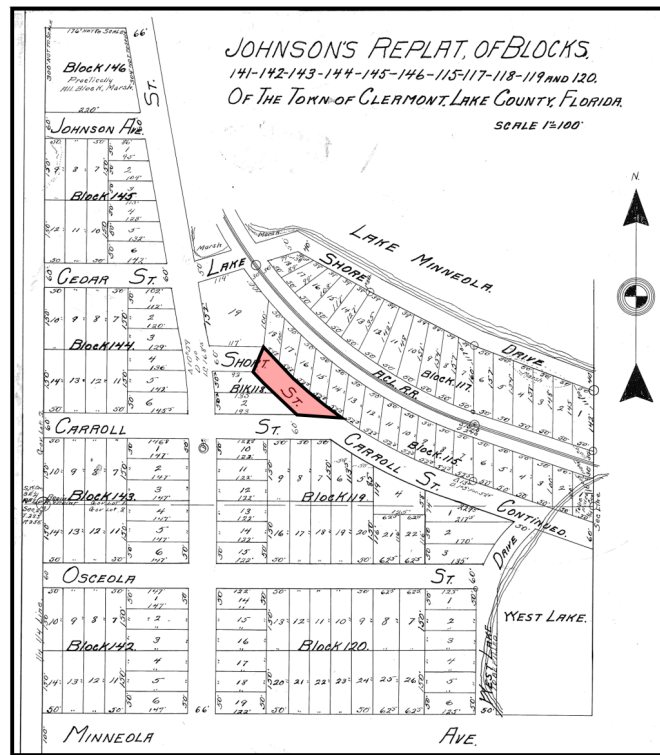
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF SHORT STREET RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 71, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED 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

A PORTION OF RIGHT-OF-WAY THAT RUNS ALONG THE SOUTHERN BOUNDARY LINES OF LOTS 14, 15, 16, 17, AND 18 OF THE JOHNSON REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 71 AND ALONG THE EASTERN BOUNDARY LINES OF LOTS 1 AND 2 OF THE JOHNSON REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 71, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

HEREAFTER CALLED "VACATED PARCEL."





CITY OF CLERMONT
ORDINANCE NO. 2025-016

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. 2025-016

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of June, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Christian W. Waugh, City Attorney

SHORT STREET ROW VACATE



JOHNSON'S REPLAT. OF BLOCKS.
141-142-143-144-145-146-115-117-118-119 AND 120.
OF THE TOWN OF CLERMONT, LAKE COUNTY, FLORIDA.

A vertical line with arrows at both ends. In the center of the line is a circular symbol consisting of several concentric circles. The interior of the circles is divided into four quadrants by a cross, with alternating black and white quadrants. Above the top arrow, the letter 'N.' is written.





CITY OF CLERMONT STREET RIGHT-OF-WAY/EASEMENT CLOSING APPLICATION

DATE <u>3/6/2025</u>		FEE: \$1,000.00 + cost of advertisement	
Petitioner's Name <u>Brian Hess</u>			
Address <u>1166 Short Street</u>	City <u>Clermont</u>	State <u>FL</u>	Zip <u>34711</u>
Telephone <u>352-243-7233</u>	Fax		
Email <u>bhess@tattletsle.com</u>			
ROW INFORMATION			
Legal Description & Alternate Key(Attach survey if available): Vacate Short Street between 1166 and 1177 Short Street. Parcel numbers: 23-22-25-0400-115-01400 and 23-22-25-0400-118-00101 Total area: 0.29 acres +/- Adjacent properties to split the ROW.			
If named -- name of street to be closed: <u>Short Street - eastern portion per map.</u>			
Plot plan & legal description of Street ROW/Easement portion to be closed (Applicant shall attach this in a word document for legal advertising)			
Purpose or reason for closing: Realigned Carroll St. provides access from 12th St. and runs east and west. Short Street provides no benefit for access and is a dangerous cut through that people speed through. Request vacate for east portion of Short St. between 1166 & 1177 and provide access drive to existing parking at 1166.			
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			
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.			
Brian Hess			
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:	05/15/2025
Order Number:	11325199
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	70.0000
Height in Inches:	5.8000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	05/23/2025 - 05/23/2025	Public Notices
LEE dailycommercial.com	1	05/23/2025 - 05/23/2025	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	\$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, June 10, 2025 at 3:00 PM the Clermont City Council will consider the enactment of the following proposed ordinance.

ORDINANCE NO. 2025-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF SHORT STREET RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 71, 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

A PORTION OF RIGHT-OF-WAY THAT RUNS ALONG THE SOUTHERN BOUNDARY LINES OF LOTS 14, 15, 16, 17, AND 18 OF THE JOHNSON REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 71 AND ALONG THE EASTERN BOUNDARY LINES OF LOTS 1 AND 2 OF THE JOHNSON REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 71, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

HEREAFTER CALLED
"VACATED PARCEL."

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

11325199 5/23/2025



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, June 10, 2025		
Agenda Item Name		
Ordinance No. 2025-023 <i>Final Vacate ROW</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-023.		
Staff Report		
The applicant, LSMA Wellness, LLC, is requesting the vacation of a segment of a public right-of-way located within the pending Wellness Ridge Phase 4 Plat. The subject right-of-way is situated north and south of Wellness Way and east of U.S. 27, in proximity to the existing and future residential areas being developed as part of the overall Wellness Ridge Planned Unit Development. The right-of-way, which is approximately 30 feet in width, was deeded in 1954 to Lake County and never acted upon by Lake County. The right-of-way is an undeveloped strip of land that was transferred to the City through a road transfer agreement under County Resolution 2025-45 on the 22nd of April of this year. The right-of-way was never improved or utilized for vehicular access. The right-of-way needs to be vacated in order for the Wellness Ridge Phase 4 Plat to be recorded. The proposed vacation will not impact public access or infrastructure needs and the staff recommend a vacation request for the proposed area.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-023 Wellness Ridge Phase 4 ROW Vacate (05.15.2025) Ord 2025-023 Wellness Ridge Phase 4 ROW Vacate (05.15.2025).pdf		

2.	Map	Map.pdf
3.	Application	Application.pdf
4.	Legal Ad	Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2025-023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING PROPERTY AS DESCRIBED IN DEED BOOK 357, PAGE 17, AND DEED BOOK 357, PAGE 18, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND PHYSICALLY LOCATED ON WELLNESS WAY WITHIN THE CITY OF CLERMONT 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

THAT CERTAIN RIGHT OF WAY DESCRIBED IN DEED BOOK 357, PAGE 17, 30 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 22, 31 TOWNSHIP 23 SOUTH, RANGE 26 EAST, DESCRIBED AS FOLLOWS:

The West 33 feet of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 23 South, Range 26 East.

AND ALSO,

THAT CERTAIN RIGHT OF WAY DESCRIBED IN DEED BOOK 357, PAGE 18, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, DESCRIBED AS FOLLOWS:

The West 33 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 23 South, Range 4 26 East.

AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

SECTION 2: AUTHORITY

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.



CITY OF CLERMONT
ORDINANCE NO. 2025-023

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. 2025-023

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 10th day of June, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

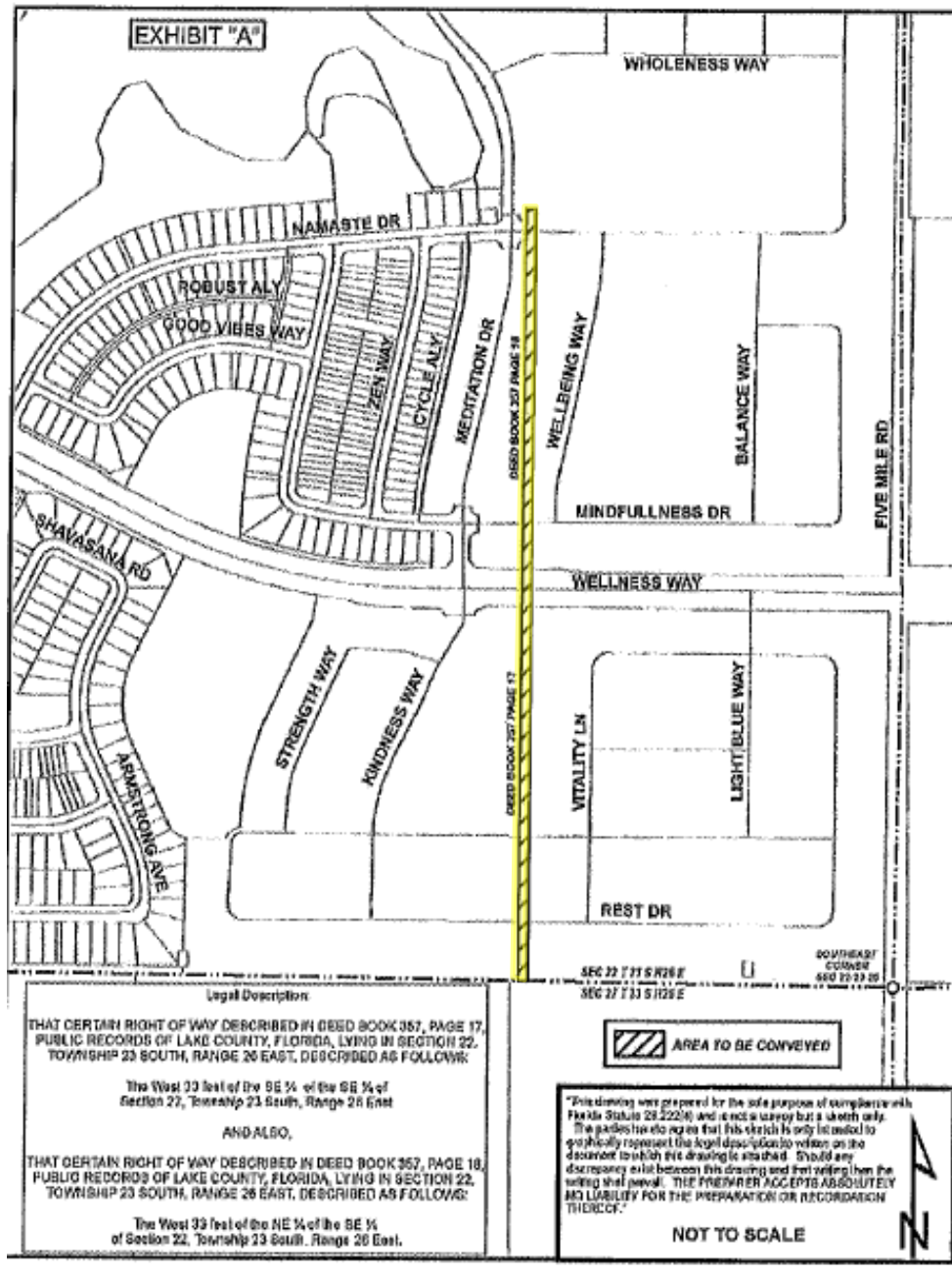
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Christian W. Waugh, City Attorney

CITY OF CLERMONT
ORDINANCE NO. 2025-023

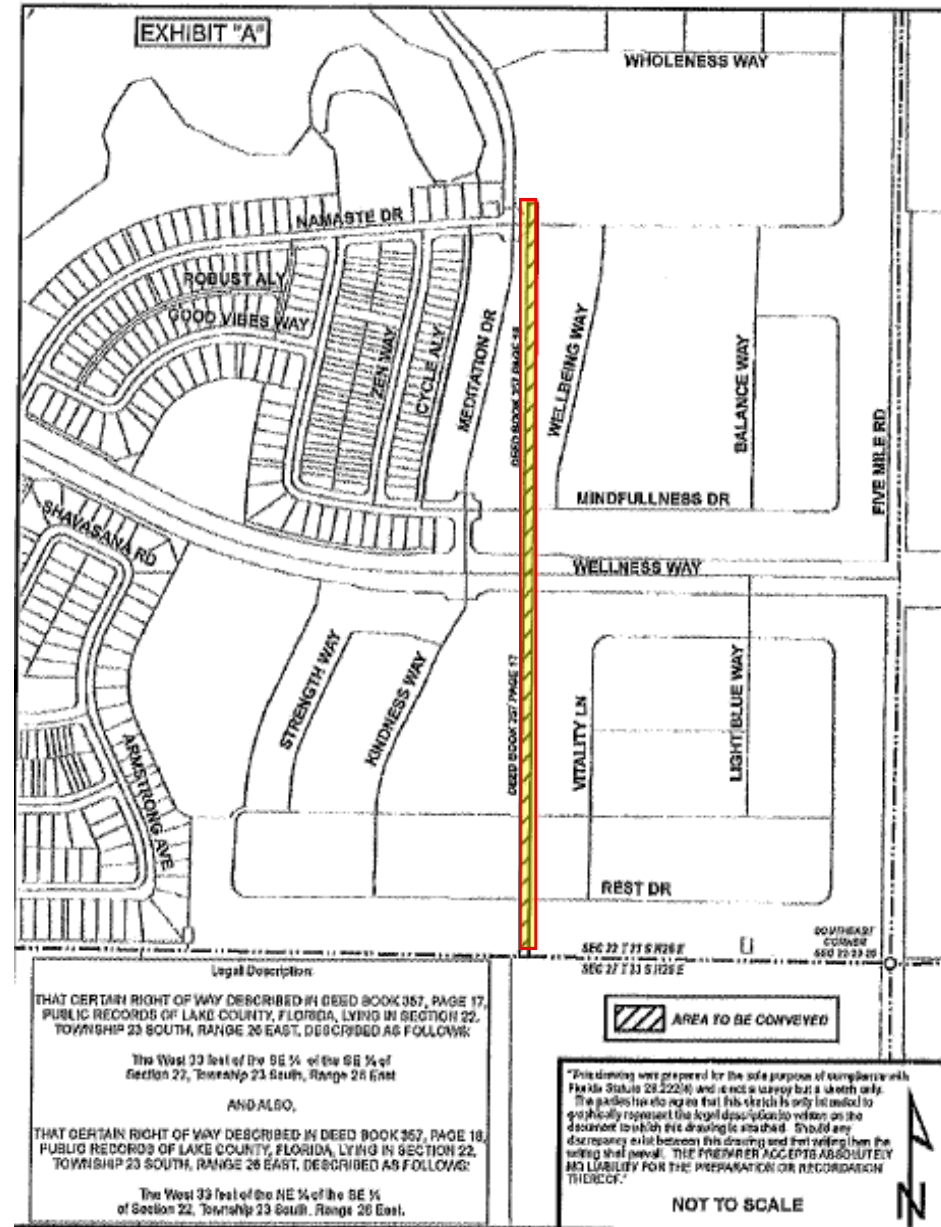
EXHIBIT A



WELLNESS RIDGE PH. 4 ROW VACATE



WELLNESS RIDGE PH. 4 ROW VACATE





CITY OF CLERMONT
**STREET RIGHT-OF-WAY/EASEMENT CLOSING
APPLICATION**

DATE May 5, 2025		FEE: \$1,000.00 + cost of advertisement	
Petitioner's Name LSMA Wellness, LLC			
Address 8433 Enterprise Circle, Suite 100		City Lakewood Ranch	State FL Zip 34202
Telephone		Fax	
Email ljoyce@starwoodland.com			
ROW INFORMATION			
Legal Description & Alternate Key(Attach survey if available): See attached legal descriptions of DB 357, PG 17 & DB 357, PG 18			
If named – name of street to be closed: N/A			
Plot plan & legal description of Street ROW/Easement portion to be closed (Applicant shall attach this in a word document for legal advertising)			
Purpose or reason for closing: To facilitate platting Wellness Ridge, Phase 4 without any possible encumbrances the ROWs may cause.			
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			
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.			
Lawrence Colditz Authorized Signatory			
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:	2025-023

Date:	05/15/2025
Order Number:	11324692
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	84.0000
Height in Inches:	6.9600

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	05/27/2025 - 05/27/2025	Govt Public Notices
LEE dailycommercial.com	1	05/27/2025 - 05/27/2025	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	\$134.72
Tax Amount	\$0.00
Service Fee 3.99%	\$5.38
Cash/Check/ACH Discount	-\$5.38
Payment Amount by Cash/Check/ACH	\$134.72
Payment Amount by Credit Card	\$140.10

Order Confirmation Amount	\$134.72
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Ad Preview

LEGAL NOTICE

On Tuesday, June 10, 2025 at 3:00 PM the Clermont City Council will consider the enactment of the following proposed ordinance.

ORDINANCE NO. 2025-023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING PROPERTY AS DESCRIBED IN DEED BOOK 357, PAGE 17, AND DEED BOOK 357, PAGE 18, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND PHYSICALLY LOCATED ON WELLNESS WAY WITHIN THE CITY OF CLERMONT AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

LEGAL DESCRIPTION

THAT CERTAIN RIGHT OF WAY DESCRIBED IN DEED BOOK 357, PAGE 17, 30 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 22, 31 TOWNSHIP 23 SOUTH, RANGE 26 EAST, DESCRIBED AS FOLLOWS:
THE WEST 33 FEET OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

AND ALSO,
THAT CERTAIN RIGHT OF WAY DESCRIBED IN DEED BOOK 357, PAGE 18, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, DESCRIBED AS FOLLOWS:
THE WEST 33 FEET OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 4 26 EAST.

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Mon-trose 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
May 23, 2025
11324692



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 10, 2025		
Agenda Item Name		
Ordinance No. 2025-019 <i>Final Ivey Ridge Annexation</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-019.		
Staff Report		
The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner through the notice of encumbrance to annex provision. The agreement with the City was executed on November 8, 2022. The property is being developed and will be receiving wastewater services from the City. The property, approximately 60.51 acres, was approved for 155 residential single-family dwelling units in the Planned Unit Development (PUD). The annexation is being requested in order to allow the building permits to be issued by the City of Clermont. The related request for a comprehensive plan amendment and rezoning request will come at a later date and will be very similar to what has been approved in Lake County. The current zoning is PUD and the current future land use is Urban Low in Lake County. In order to expedite the process, staff recommend approval of the annexation with the understanding the rezoning and comprehensive plan amendment will follow in the near future.		
Additional Analysis		
Fiscal Impact Summary		
None on the current operating budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-019 Annexation Ivey Ridge (05.30.2025)	Ord 2025-019 Annexation Ivey Ridge (05.30.2025).pdf	
2. Location Map	Location Map.pdf	
3. Ivy Ridge SIGNED UA	Ivy Ridge SIGNED UA.pdf	
4. Ivy Ridge PUD Ordinance Lake County	Ivy Ridge PUD Ordinance Lake County.pdf	
5. Legal Ad June 10	Legal Ad June 10.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Wastewater for the subject property, dated November 8, 2022; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

LCPA PARCEL ID# 06-23-26-0003-000-00800, 06-23-26-0003-000-00801,
06-23-26-0003-000-00803, 13-23-25-0500-035-00000, 13-23-25-05000-035-00001,
& 13-23-25-0500-045-00000

AS PROVIDED BY ALLEN & COMPANY, INC.

PARCEL NO. 1:

THE NORTH 362 FEET OF THE WEST 362 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE WEST 33 FEET FOR ROAD, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.



CITY OF CLERMONT
ORDINANCE NO. 2025-019

PARCEL NO. 2:

THE NORTH 132 FEET OF TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY FOR ROAD RIGHT OF WAY IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2772, PAGE 1175, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 3:

TRACTS 35 AND 36 IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA., LESS THE NORTH 132 FEET THEREOF.

PARCEL NO. 4:

TRACTS 45 AND 46, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING OTHERWISE DESCRIBED AS THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 SOUTH, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

PARCEL NO. 5:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET, TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE RIGHT OF WAY OF A COUNTY ROAD AND ALSO LESS THE FOLLOWING TWO TRACTS:

TRACT 1: THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST;

TRACT 2: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET TO THE POINT OF BEGINNING.

Alternate Keys: 1593433, 1752558, 1796873, 2705914, 1593417, and 1663083

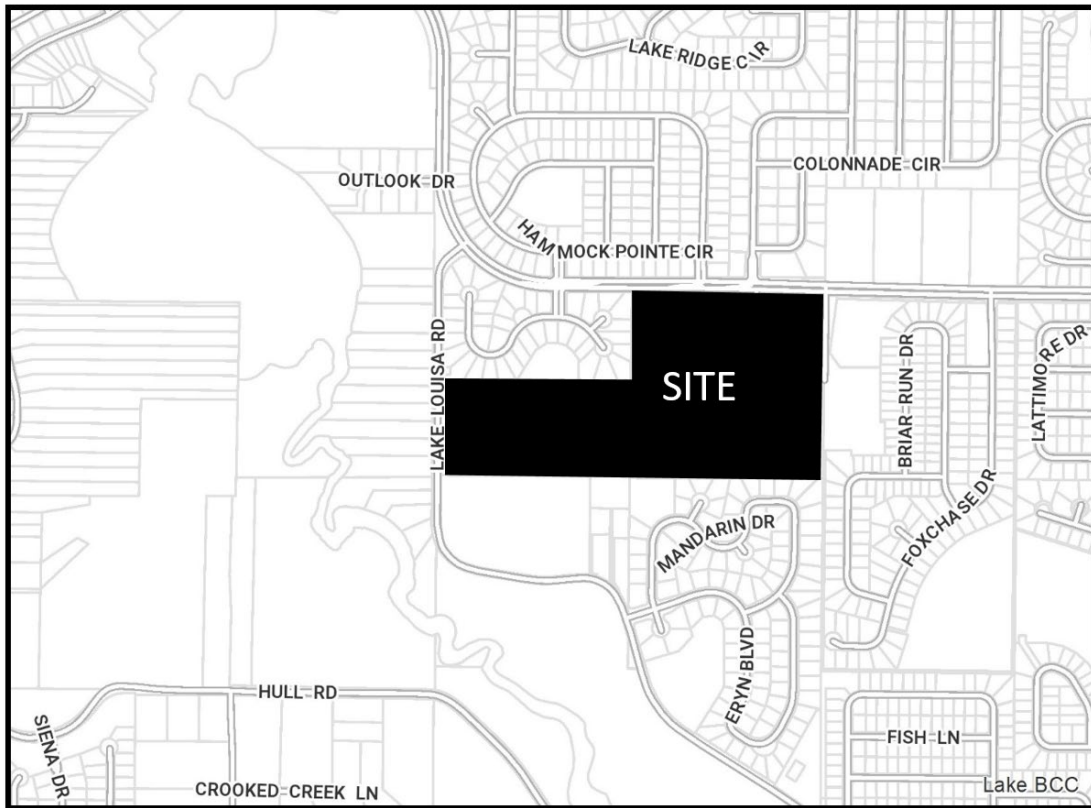
LOCATION

Ivey Ridge Subdivision

Vacant parcels located southeast of

**Lake Louisa Road and Hammock Ridge Road intersection, adjacent to Foxchase
(Alternate Keys 1593433, 1752558, 1796873, 2705914, 1593417 and 1663083)**

60.51 +/- Acres





CITY OF CLERMONT
ORDINANCE NO. 2025-019

SECTION 2:

That the afore described property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all the laws, ordinances, and provisions pertaining to the City of Clermont, including Lake County PUD Ordinance 2020-03, which is incorporated by reference. To the extent of a substantive conflict between the City and Lake County Ordinance, the terms of the Ordinance shall control.

SECTION 3:

All property afore described shall henceforth be subject to ad valorem taxation by the City of Clermont, Lake County, Florida and any other general or special taxes or assessments.

SECTION 4: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 6: 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 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida at the expense of the applicant.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2025-019

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, on this 10th day of June, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

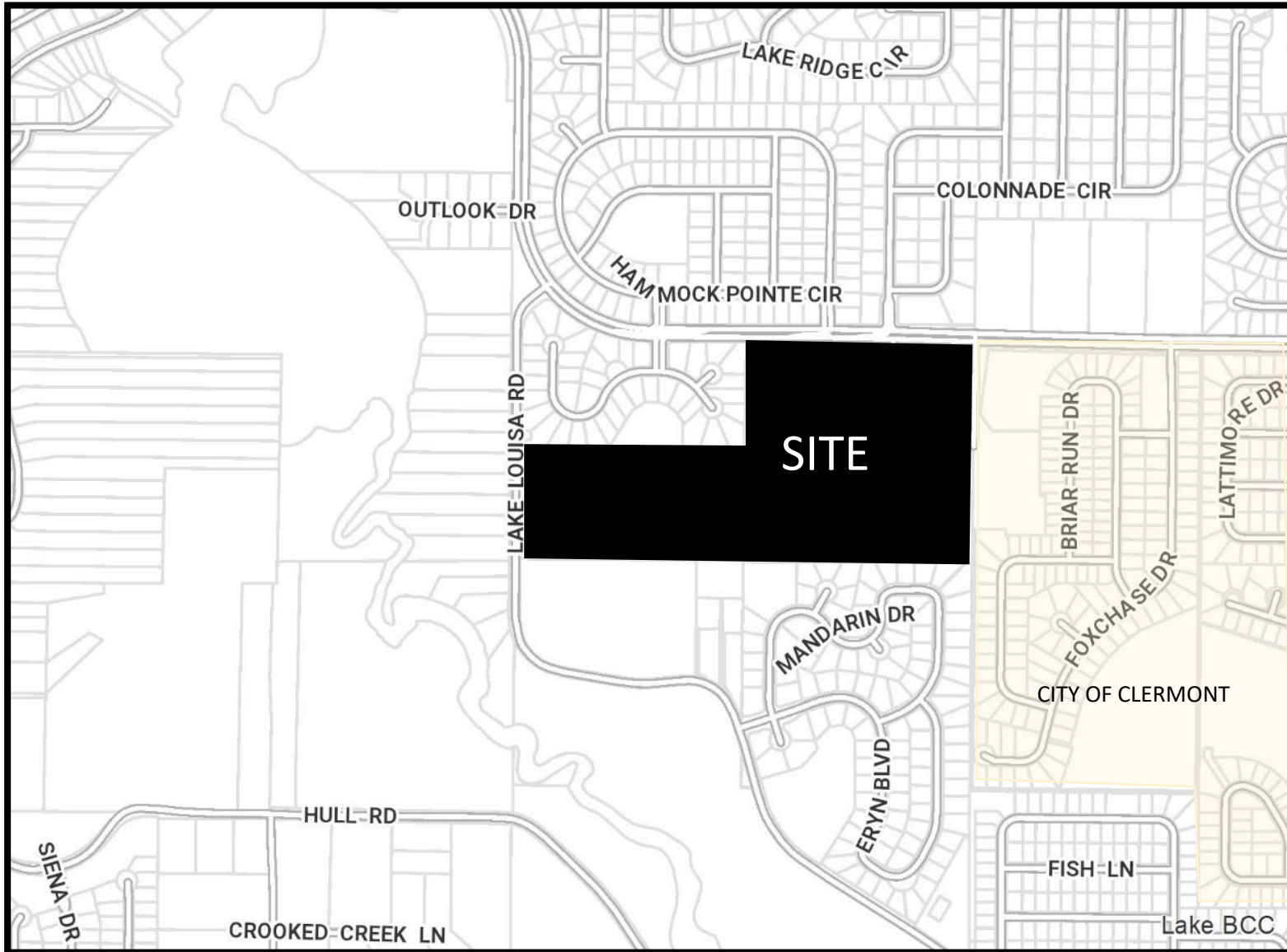
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

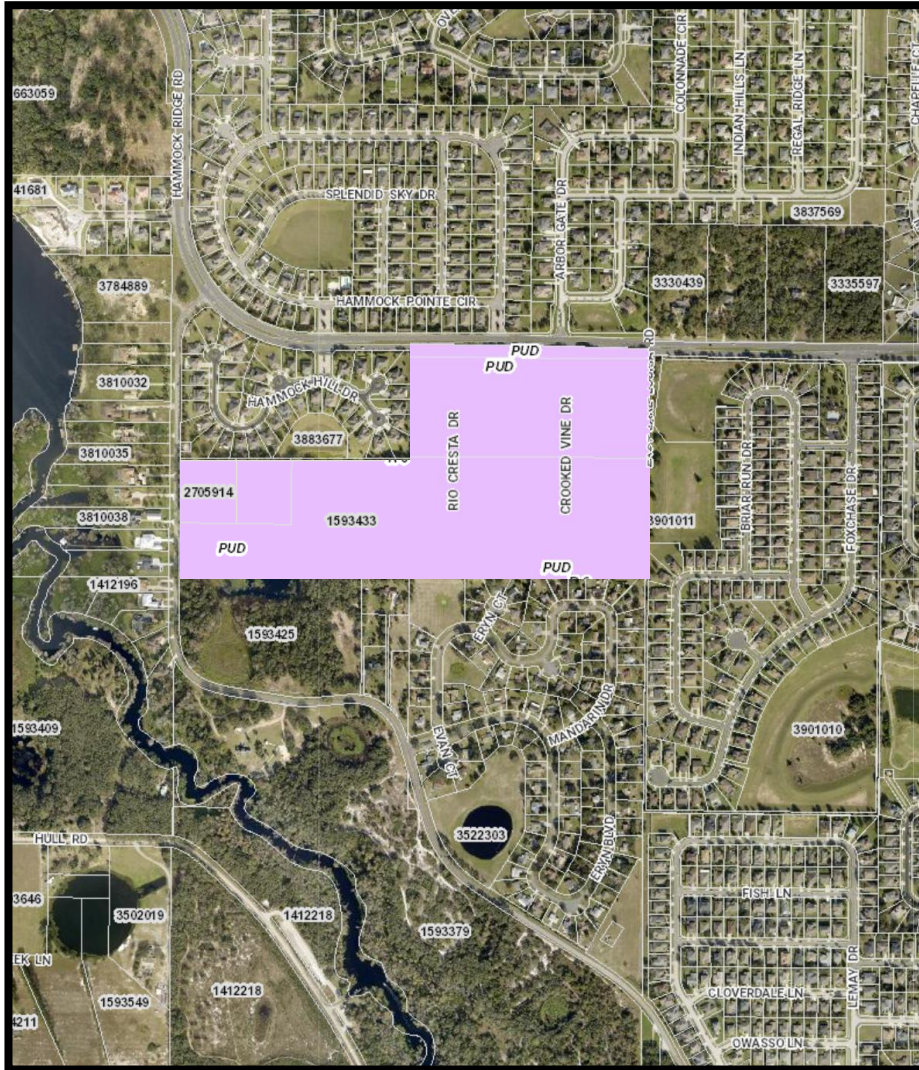
Christian W. Waugh, City Attorney

Ivey Ridge Annexation

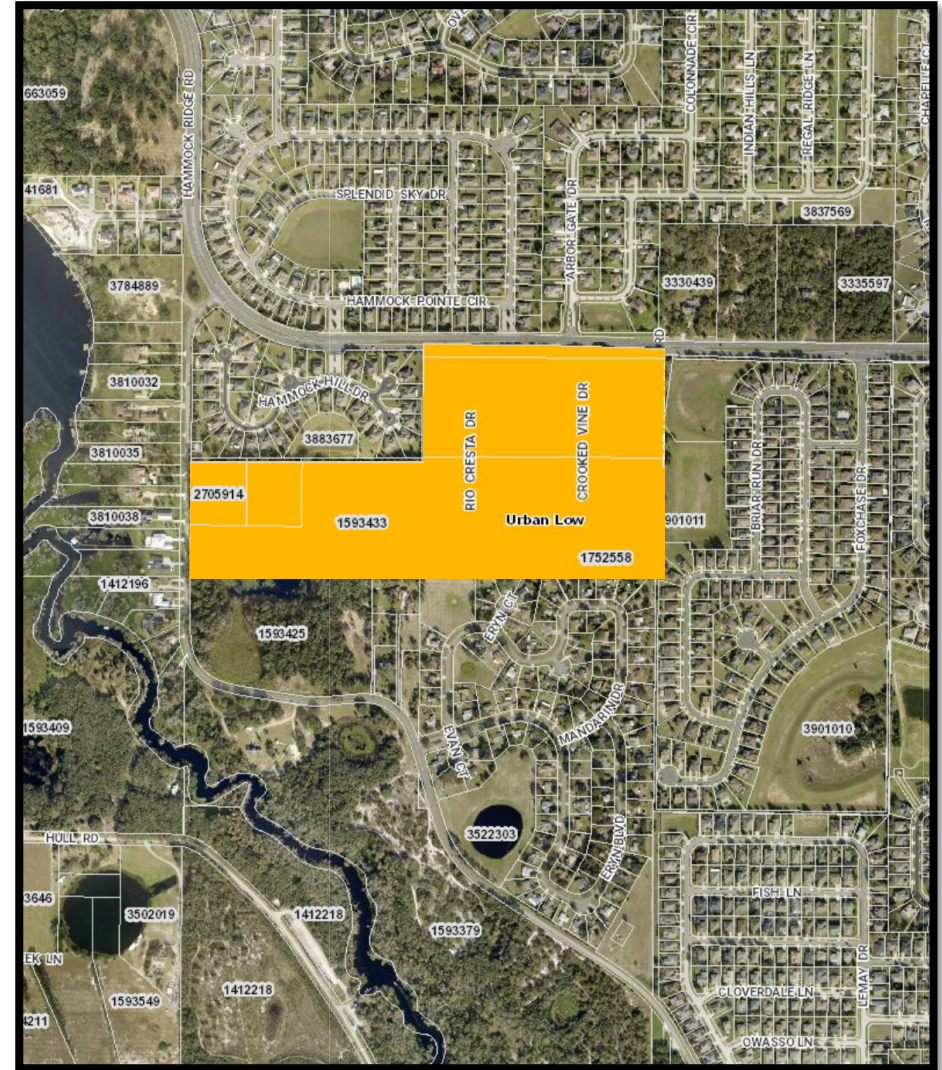


Ivey Ridge – Current Zoning and FLU

PUD



Urban Low



**UTILITY SERVICE AGREEMENT
FOR WASTEWATER**

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and AMH Development, LLC, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for a 145 lot single-family residential development described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting sewer service from the CITY; and

Whereas, as a condition of CITY providing said sewer to the property. Lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, as a condition of the provision of sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, as a condition precedent to the City's obligations herein, OWNER shall pay to City within thirty (30) days of the effective date of this Agreement the sum of \$3,500 to defer the cost to the City to process the annexation contemplated herein.

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.
- 1.4 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.

- 1.5 The OWNER shall be responsible for the construction of all onsite lines and appurtenances to serve the project. No building permits shall be issued until sewer is provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of improvements. No Certificate of Occupancy shall be issued until sewer improvements have been completed and accepted by the CITY.
- 1.6 The OWNER shall be responsible for all costs of onsite improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.7 The existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.8 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the sewer lines and appurtenances, both on site and off site, required to serve the Property.
- 1.9 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees. All fees are non-refundable.
- 1.10 The development being served is shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.11 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.12 The Agreement shall be for 33,546 gpd for sewer based on an annual average.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed according to Conceptual Plan 9, prepared by Appian Engineering, Sheet CP-8, dated 9/15/2022 for the lot layout and lot size. The PROPERTY shall be developed in substantial accordance with the Hammock Ridge PUD Amendment Ordinance 2020-03, RZ-19-27-2, approved by the Lake County Board of County Commissioners recorded February 26, 2020 in Official Records Book 5428, Page 1025, of the Public Records of Lake County, Florida.
- (b) The streets within the project shall be privately owned and maintained.
- (c) The project shall be developed according to City standards, unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of*

Encumbrance to Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

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:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

AMH Development LLC
23975 Park Sorrento STE 300
Calabasas, CA 91302

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

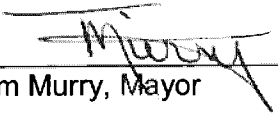
Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

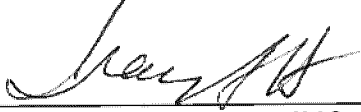
DATED this 8th day of November, 2022.

CITY OF CLERMONT



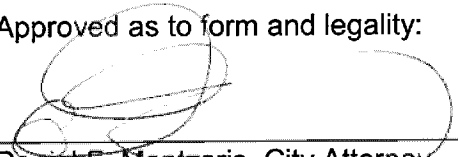
Tim Murry, Mayor

ATTEST:

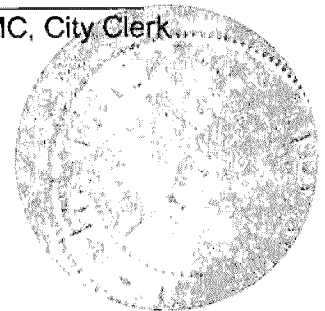


Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:



Daniel F. Mantzaris, City Attorney



OWNER: AMH Development LLC

Signature

Title:

SUP

Print Name

TODD JONES

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me on this 26 day of JANUARY, 2022, by TODD JONES, who is personally known to me or who has produced GA DRIVERS LICENSE as identification and who did not take an oath.

Notary Public

SEAL:

Type/print name MEGAN LAYCOCK

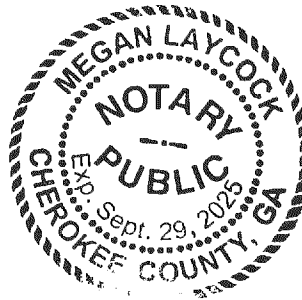


EXHIBIT "A"**PROPERTY DESCRIPTION****Owner:**

AMH Development LLC

Description:**LEGAL DESCRIPTION**

LCPA PARCEL ID# 06-23-26-0003-000-00800, 06-23-26-0003-000-00801,
06-23-26-0003-000-00803, 13-23-25-0500-035-00000, 13-23-25-05000-035-00001,
& 13-23-25-0500-045-00000
AS PROVIDED BY ALLEN & COMPANY, INC.

PARCEL NO. 1:

THE NORTH 362 FEET OF THE WEST 362 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE WEST 33 FEET FOR ROAD, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2:

THE NORTH 132 FEET OF TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY FOR ROAD RIGHT OF WAY IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2772, PAGE 1175, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 3:

TRACTS 35 AND 36 IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA., LESS THE NORTH 132 FEET THEREOF.

PARCEL NO. 4:

TRACTS 45 AND 46, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING OTHERWISE DESCRIBED AS THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 SOUTH, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

PARCEL NO. 5:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET, TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE RIGHT OF WAY OF A COUNTY ROAD AND ALSO LESS THE FOLLOWING TWO TRACTS:

TRACT 1: THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST;

TRACT 2: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET TO THE POINT OF BEGINNING.

Alternate Keys: 1593433, 1752558, 1796873, 2705914, 1593417, and 1663083

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this 8th day of November 2022, between AMH Development LLC, property owners in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

AMH Development LLC

Witnesses

By: [Signature]
Signature

1. [Signature]
Signature

TODD JONES SVP
Type or print name

VIVI EURNS
Type or print name

By: _____
Signature

2. [Signature]
Signature

Type or print name

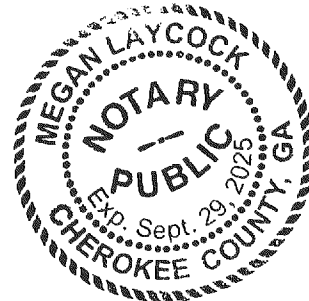
PRASHANTH BALACHANDRAN
Type or print name

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me on this 26th day of JANUARY, 2022, by TODD JONES, who is personally known to me or who has produced GA DRIVER'S LICENSE as identification and who did not take an oath.

Notary Public [Signature] SEAL:

Type/print name MEGAN LAYCOCK



Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S., Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

Ivey Ridge Subdivision - Master Site Plan:

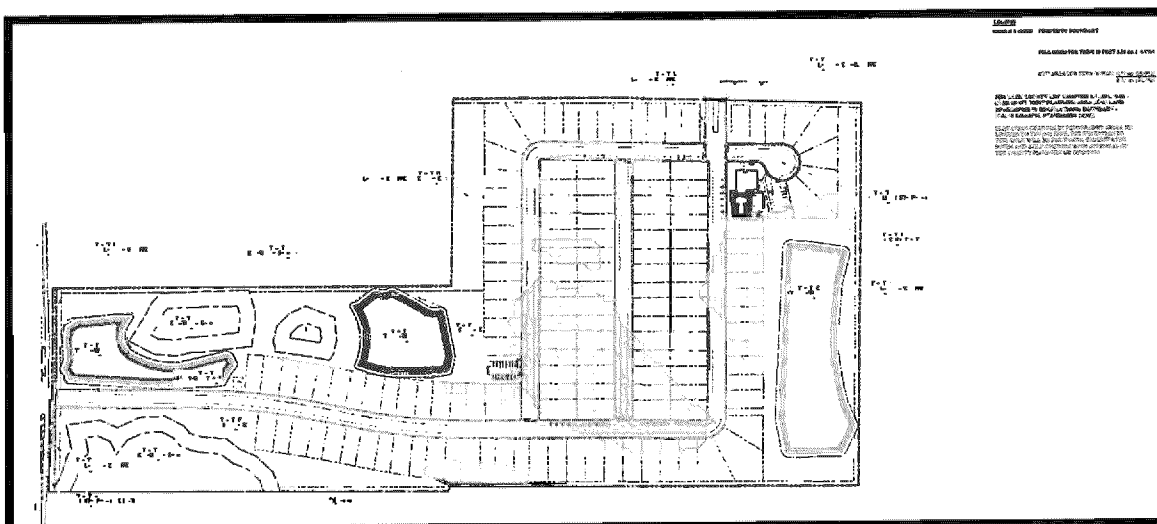
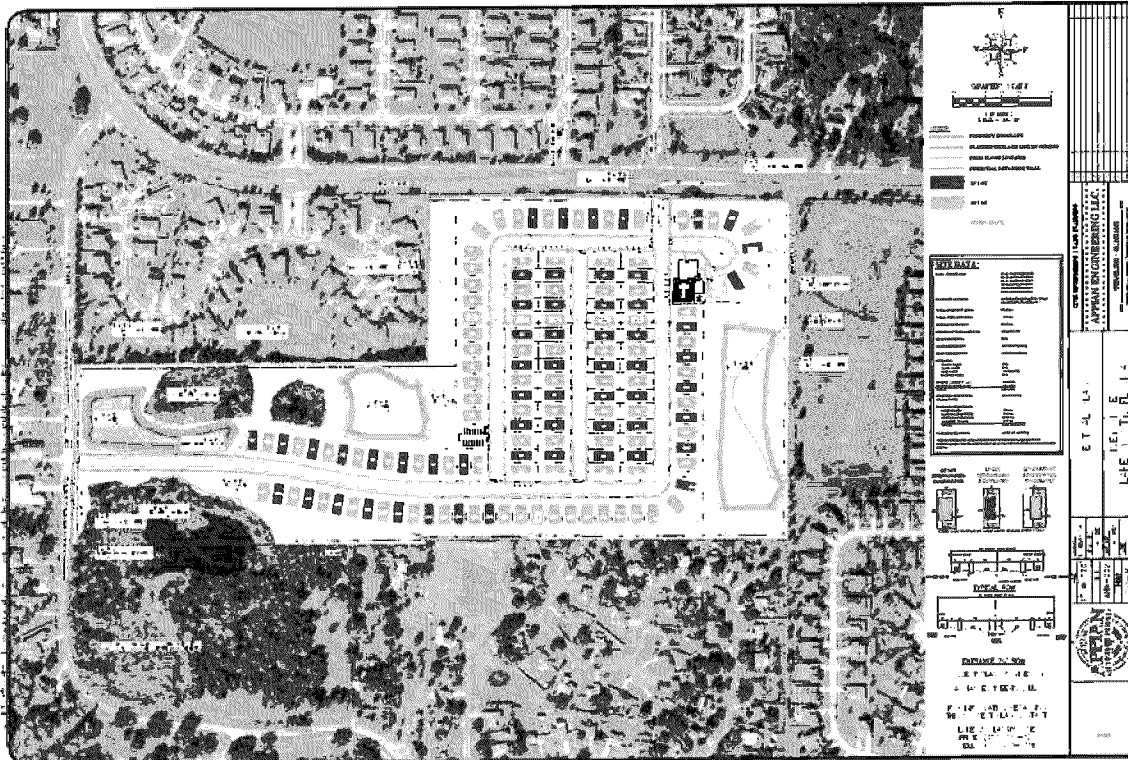
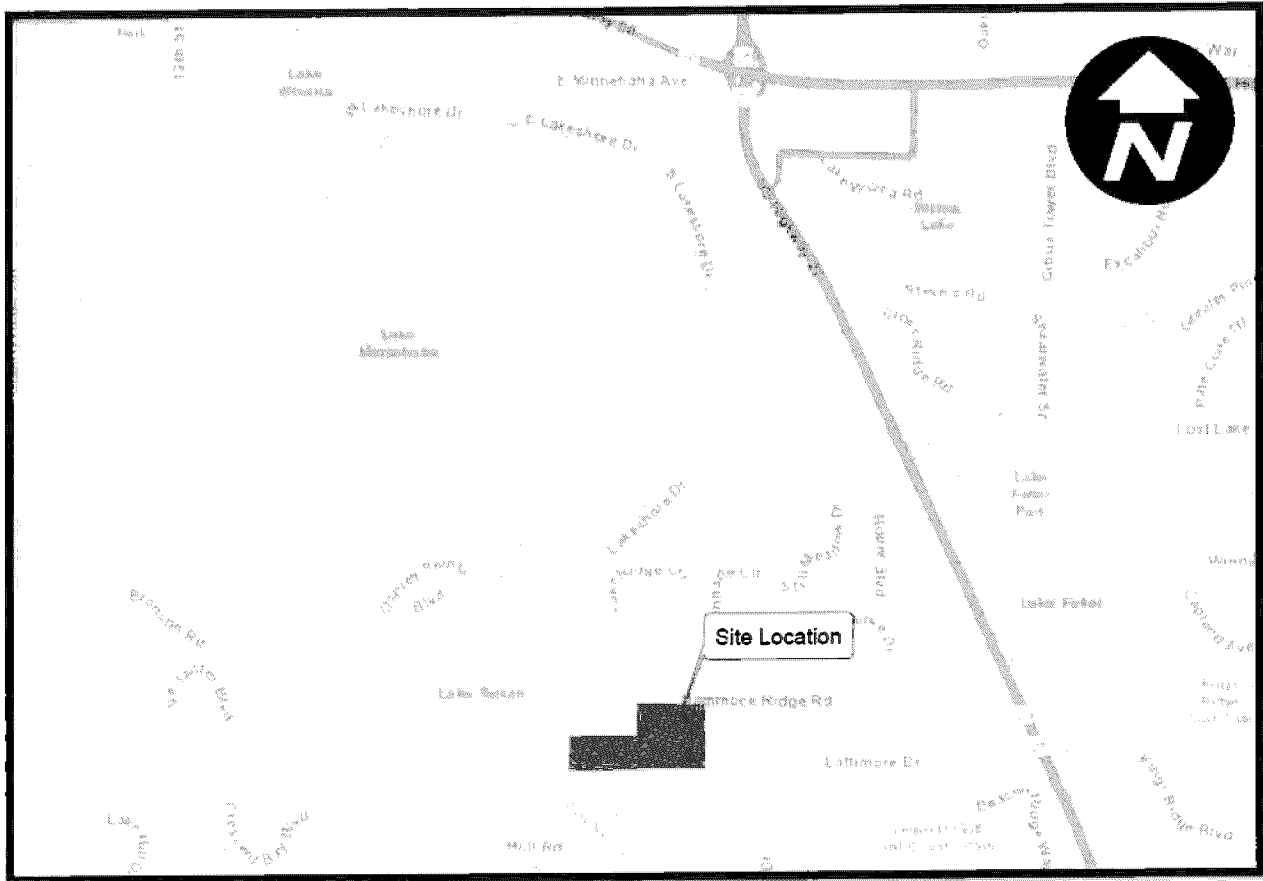


EXHIBIT "D"
LOCATION MAP

LOCATION MAP



ORDINANCE #2020-03
Hammock Ridge PUD Amendment
RZ-19-27-2

1 AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE
2 LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.

3 **WHEREAS**, Jim Atkinson of Summergate Companies, LLC (the "Applicant") made a request, on
4 behalf of Territo Corporation, a Florida Corporation, Angela & Joseph Territo, and Vernon A. Schneider
5 (the "Owners"), to rescind and replace Planned Unit Development (PUD) #2005-105 with a new ordinance
6 to rezone 14.99 +/- acres from PUD to Agriculture (A); rezone 16.12 +/- acres from Agriculture (A) to PUD;
7 to bring the PUD into compliance with current Land Development Regulations (LDR) and Comprehensive
8 Plan policies; and to propose setback waivers; and

9 **WHEREAS**, the subject property to be zoned Agriculture (A) consists of 14.99 +/- acres and is
10 generally located southeast of the intersection of Hammock Ridge Road and Lake Louisa Road, in the
11 Clermont area, in Section 6, Township 23 South, Range 26 East, having Alternate Key Number 1593425,
12 and more particularly described below:

13 **SCHNEIDER PROPERTY LEGAL DESCRIPTION: [EXHIBIT "A" – ATTACHED]**

14 **WHEREAS**, the subject property to be zoned Planned Unit Development (PUD) in total consists of
15 57.31 +/- acres and is generally located southeast of the intersection of Hammock Ridge Road and Lake
16 Louisa Road, in the Clermont area, in Section 6, Township 23 South, Range 26 East, having Alternate Key
17 Numbers 2705914, 1593417, 1593433, 1752558, 1752558, 1796873, and 1663083, and more particularly
18 described below:

19 **HAMMOCK RIDGE PUD LEGAL DESCRIPTION: [EXHIBIT "B" – ATTACHED]**

20 **WHEREAS**, the subject properties are located within the Urban Low Density Future Land Use
21 Category as shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM); and

22 **WHEREAS**, on December 20, 2005, the Board of County Commissioners of Lake County, Florida,
23 approved PUD Ordinance #2005-105 for 120 single-family dwelling units, with a gross residential density of
24 2.2 dwelling units per acre; and

25 **WHEREAS**, this rezoning ordinance hereby rescinds and replaces Ordinance #2005-105; and

26 **WHEREAS**, the Lake County Planning & Zoning Board reviewed Petition RZ-19-27-2 on January
27 2, 2020, after giving Notice of Hearing on petition for a change in the use of land, including notice that said
28 petition was presented to the Board of County Commissioners of Lake County, Florida, on January 28,
29 2020; and

30 **WHEREAS**, the Board of County Commissioners reviewed said petition, the recommendations of
31 the Lake County Planning & Zoning Board, staff report, and any comments, favorable or unfavorable, from
32 the public and surrounding property owners at a public hearing duly advertised; and

33 **WHEREAS**, upon review, certain terms pertaining to the development of the above described
34 property have been duly approved; and

INSTRUMENT #2020024159

OR BK 5428 PG 1025 - 1034 (10 PGS)

DATE: 2/26/2020 11:43:07 AM

**GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA**

RECORDING FEES \$86.50

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they pertain to the above subject properties, subject to the following terms:

Section 1 Terms:

1.1 The County Manager or designee shall amend the Official Zoning Map to rezone the property described in Exhibit "A" to Agriculture (A) zoning.

1.2 The County Manager or designee shall amend the Official Zoning Map to rezone the property described in Exhibit "B" to Planned Unit Development (PUD) zoning. This Ordinance shall rescind and replace Ordinance #2005-105. All uses upon the property described in Exhibit "B" shall be generally consistent with the "Conceptual Plan" attached hereto as Exhibit "C." To the extent where there are conflicts between the Conceptual Plan and this Ordinance, this Ordinance shall take precedence.

A. Land Uses:

1. Residential: 155 residential single-family dwelling units, not to exceed a density of 2.84 dwelling units per net buildable acre.

B. Setbacks:

1. Single-Family Residential:

Front	25 feet from the property line
Secondary Front	15 feet from the property line
Side ¹	Variable between 5-10 feet. (7.5 feet ¹ from the property line minimum without 4:1 slope between homes)
Rear	5 feet from the property line
Wetlands/Open Water	50 feet from the jurisdictional wetland line

¹Side Setbacks of 5 feet from the property line shall be allowed so long as the 10-foot cut/fill requirement and 4:1 maximum slope between homes is met.

2. All other setbacks shall be as established in the LDR, as amended.

C. Development Standards:

Open Space	Minimum 25% of the net buildable area of the entire site shall be dedicated to open space, as defined in the Comprehensive Plan. ¹
Lot Width	Minimum 50 feet
Impervious Surface Ratio (ISR)	Maximum 60% over the entire project site
Building Height	Maximum 40 feet

¹The homeowner's association for the property shall be responsible for maintaining the open space that is retained in its natural state, in such natural state.

All development requirements within the Urban Low Density (FLUC) shall be in accordance with the Comprehensive Plan and LDR, as amended.

D. Landscaping, Buffering, and Screening:

1. A minimum 50-foot wetlands buffer shall be provided to all wetlands. A conservation easement of the wetland area and buffer will be required. The easement must be dedicated to a conservation agency (FDEP or SJRWMD), a non-profit conservation organization or land trust, or Lake County, subject to acceptance by the Board of County Commissioners for maintenance and protection. The conservation easement will be required prior to Final Plat approval.
2. All landscaping located west of the residential lots to the entrance at Lake Louisa Road must utilize one-hundred (100) percent Florida-native species.
3. All other landscaping, buffering, and screening requirements shall be in accordance with the LDR, as amended.

E. Noise: Compliance shall be in accordance with the LDR, as amended.

F. Utilities: Central water and sewer connection shall be provided in accordance with the Comprehensive Plan and LDR, as amended.

G. Transportation Improvements/Access Management:

1. A Tier Two (2) Traffic Study will be required in accordance with the Conceptual Plan attached hereto as Exhibit "B."
2. Sidewalks will be required along Lake Louisa Road, in accordance with the LDR, as amended.

3. Turn lanes will be required at the entrances to the development on all county maintained roads.

4. East Lake Louisa Road will be required to be modified to meet current County standards, as amended.

5. All access management shall be in accordance with the Comprehensive Plan and LDR, as amended.

H. Stormwater Management:

1. The Stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.

2. The developer shall be responsible for any flood studies required for developing the site and comply with the requirements of FEMA, the Lake County Comprehensive Plan, and LDR, as amended.

3. Any development within the floodplain as identified on the FEMA maps will require compensating storage.

I. Schools: School Concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and LDR, as amended.

J. Lighting: Exterior lighting shall be in accordance with the LDR, as amended, and consistent with Dark-Sky Principles.

K. Signage: Signs shall be in accordance with the LDR, as amended.

L. Fire Protection and Emergency Services Access: Access and fire safety requirements of the development shall be provided in accordance with the Florida Fire Prevention Code and LDR, as amended.

M. Concurrency Management Requirements: Any development shall comply with the Lake County Concurrency Management System, as amended.

N. Development Review and Approval:

1. Prior to the issuance of any permits, the Applicant shall be required to submit a preliminary plat, construction plans, and final plat generally consistent with EXHIBIT "C" – Conceptual Plan for review and approval in accordance with the Comprehensive Plan and LDR, as amended.

2. PUD Expiration: Physical development shall commence within three (3) years from the date of this Ordinance approval. Failure to commence construction within three (3) years of approval shall cause the revocation of this ordinance, in accordance with the Comprehensive Plan or superseding documents as amended. Prior to expiration of the three-year time frame, the Board of County Commissioners may grant, via a Public Hearing, one (1) extension of the time frame for a maximum of two (2) years upon a showing that reasonable efforts have been made towards securing the required approvals and commencement of work.

O. Future Amendments to Statutes, Code, Plans, or Regulations: The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land Development Regulations shall include any future amendments to the Statutes, Code, Plans, or Regulations.

Section 2. Conditions as altered and amended which pertain to the above tract of land shall mean:

A. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance shall constitute a covenant running with the land, and inure to the benefit of, and the terms, conditions, and provisions of which shall be binding upon, the present Owner and any successor, and shall be subject to each and every condition herein set out.

D. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.

E. The transfer of ownership or lease of any or all of the property described in this Ordinance shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Regulations, as amended.

F. Action by the Lake County Code Enforcement Special Master. The Lake County Code Enforcement Special Master shall have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 3. Severability: If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Filing with the Department of State. The clerk shall be and is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

[Remainder of Page Left Intentionally Blank]

Section 5. Effective Date. This Ordinance shall become effective as provided by law.

ENACTED this 28th day of January, 2020.

FILED with the Secretary of State February 5th, 2020.

EFFECTIVE January 28, 2020.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Leslie Campione

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

[Signature]



GARY J. COONEY, CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

APPROVED AS TO FORM AND LEGALITY

[Signature]
MELANIE MARSH, COUNTY ATTORNEY

1

EXHIBIT "A" – SCHNEIDER PROPERTY LEGAL DESCRIPTION

2

THE EAST 33.2 FEET OF: THAT PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 23

3

SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING NORTH AND EAST OF THE COUNTY

4

CLAY ROAD, LESS THE EAST 235 FEET THEREOF.

EXHIBIT "B" – HAMMOCK RIDGE PUD LEGAL DESCRIPTION

PARCEL NO. 1

THE NORTH 362 FEET OF THE WEST 362 FEET OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼, LESS THE WEST 33 FEET FOR ROAD, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2

THE NORTH 132 FEET OF TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEROF, AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY FOR ROAD RIGHT OF WAY IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2772, PAGE 1175, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 3

TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THE NORTH 132 FEET THEREOF.

PARCEL NO. 4

TRACTS 45 AND 46, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEROF, RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING OTHERWISE DESCRIBED AS THE SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

PARCEL NO. 5

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF THE SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88° 28'30" WEST, 661.95 FEET; THENCE SOUTH 00°01'30" WEST 20.00 FEET; THENCE NORTH 88°28'30' EAST, 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, 342.00 FEET; THENCE NORTH 88°28'30" EAST, 299.95 FEET; THENCE NORTH 00°01'30" EAST, 362.00 FEET TO THE PONT OF BEGINNING.

AND

EXHIBIT "B" – LEGAL DESCRIPTION CONT.

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE RIGHT OF WAY OF A COUNTY ROAD AND ALSO LESS THE FOLLOWING TWO TRACTS:

TRACT 1: THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST;

TRACT 2: FROM THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88° 28'30" WEST, 661.95 FEET; THENCE SOUTH 00°01'30" WEST 20.00 FEET; THENCE NORTH 88°28'30" EAST, 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, 342.00 FEET; THENCE NORTH 88°28'30" EAST, 299.95 FEET; THENCE NORTH 00°01'30" EAST, 362.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,496,509 SQUARE FEET (57.31 ACRES), MORE OR LESS.

LEGEND

- LOT
- CLUBHOUSE
- POOL
- WATER FEATURE
- ROAD
- TRAIL

NOTES

1. ALL LOTS ARE TO BE DEVELOPED WITHIN THE SPECIFIED TIME FRAME.
2. THE DEVELOPER SHALL MAINTAIN THE EXISTING NATURAL FEATURES AND VEGETATION.
3. THE DEVELOPER SHALL MAINTAIN THE EXISTING WATER FEATURE AND VEGETATION.
4. THE DEVELOPER SHALL MAINTAIN THE EXISTING ROAD AND TRAIL.
5. THE DEVELOPER SHALL MAINTAIN THE EXISTING CLUBHOUSE AND POOL.

REVISIONS

NO.	REVISIONS	DATE
1	INITIAL DESIGN	11/11/2009
2	REVISED DESIGN	11/11/2009
3	REVISED DESIGN	11/11/2009
4	REVISED DESIGN	11/11/2009
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93	REVISED DESIGN	11

LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, June 10, 2025 at 3:00 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2025-019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION:

Ivey Ridge Subdivision
Vacant parcels located southeast of
Lake Louisa Road and Hammock Ridge Road intersection, adjacent to Foxchase
(Alternate Keys 1593433, 1752558, 1796873, 2705914, 1593417 and 1663083)
60.51 +/- Acres



LEGAL DESCRIPTION

LCPA PARCEL ID# 06-23-26-0003-000-00800, 06-23-26-0003-000-00801,
06-23-26-0003-000-00803, 13-23-25-0500-035-00000, 13-23-25-05000-035-
00001,
& 13-23-25-0500-045-00000
AS PROVIDED BY ALLEN & COMPANY, INC.

PARCEL NO. 1:

THE NORTH 362 FEET OF THE WEST 362 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE WEST 33 FEET FOR ROAD, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2:

THE NORTH 132 FEET OF TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY FOR ROAD RIGHT OF WAY IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2772, PAGE 1175, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 3:

TRACTS 35 AND 36 IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA., LESS THE NORTH 132 FEET THEREOF.

PARCEL NO. 4:

TRACTS 45 AND 46, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING OTHERWISE DESCRIBED AS THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 SOUTH, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

PARCEL NO. 5:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET, TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE RIGHT OF WAY OF A COUNTY ROAD AND ALSO LESS THE FOLLOWING TWO TRACTS:

TRACT 1: THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST;

TRACT 2: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET TO THE POINT OF BEGINNING.

Alternate Keys: 1593433, 1752558, 1796873, 2705914, 1593417, and 1663083

All public meetings are held at the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department between 8 AM and 5 PM Monday to Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 10, 2025		
Agenda Item Name		
Ordinance No. 2025-020 <i>Final</i> <i>McKinnon Groves Annexation</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-020.		
Staff Report		
The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner through the notice of encumbrance to annex provision. The agreement with the City was executed on October 25, 2022. The property is being developed and will be receiving water and sewer services from the City. The property, approximately 357 acres, was approved for a maximum of 660 single-family dwelling units and a minimum of 48 acres of non-residential development, which is approximately 520,000 square feet of commercial, office/personal services, and public/institution uses. The annexation is being requested in order to allow the building permits to be issued by the City of Clermont. The related request for a comprehensive plan amendment and rezoning request will come at a later date and will be very similar to what has been approved in Lake County. The current zoning is Lake County PUD, Ordinance 2021-36, and the current future land use is Wellness Way North in Lake County. In order to expedite the process, staff recommend approval of the annexation with the understanding the rezoning and comprehensive plan amendment will follow in the near future.		
Additional Analysis		
Fiscal Impact Summary		
None on the current operating budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-020 Annexation McKinnon Groves (05.30.2025)	Ord 2025-020 Annexation McKinnon Groves (05.30.2025).pdf	
2. Location Map	Location Map.pdf	
3. Recorded McKinnon Groves UA	Recorded McKinnon Groves UA.pdf	
4. 2021-36 McKinnon Groves PUD RZ	2021-36 McKinnon Groves PUD RZ.pdf	
5. Legal Ad June 10	Legal Ad June 10.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water & Wastewater for the subject property, dated October 25, 2022; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1:

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

Legal description as shown in Exhibit “A”

LOCATION

**Hartwood Marsh Road
Vacant parcels located south of Hartwood Marsh Road
and west of the Lake/Orange County Line
(Alternate Keys 1028418, 1593182, 1028396, 1028400, 1594022,
1594006 and 1593999)
357 +/- Acres**



SECTION 2:

That the afore described property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all the laws, ordinances, and provisions pertaining to the City of Clermont, including Lake County PUD Ordinance 2021-36, which is incorporated by reference. To the extent of a substantive conflict between the City and Lake County Ordinance, the terms of the Ordinance shall control.

SECTION 3:

All property afore described shall henceforth be subject to ad valorem taxation by the City of Clermont, Lake County, Florida and any other general or special taxes or assessments.

SECTION 4: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5: SEVERABILITY



CITY OF CLERMONT
ORDINANCE NO. 2025-020

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 6: 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 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida at the expense of the applicant.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect upon the earlier of Lake County's approval of final plat or 3 months, from passage.



CITY OF CLERMONT
ORDINANCE NO. 2025-020

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, on this 10th day of June, 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



CITY OF CLERMONT
ORDINANCE NO. 2025-020

EXHIBIT "A"

PROPERTY DESCRIPTION

Parcel 1: Alternate Key No. 1028418

The Southeast One Quarter (SE 1/4) of Section 12, Township 23 South, Range 26 East, all lying and being in Lake County, Florida, LESS AND EXCEPT all that portion of that certain plat of Avalon Hills recorded in Plat Book 57, Pages 42, 43 and 44, Public Records of Lake County, Florida, and Less and Except road right-of-way.

OR BK 4810, PG 1926

Parcel 2: Alternate Key No. 1593182

The North 1/2 of the Southeast 1/4 of Section 1, Township 23 South, Range 26 East; Lake County, Florida. Less the North 25 feet for right of way by virtue of the Quit-Claim Deed recorded in Deed Book 345, Page 45, Public Records of Lake County, Florida.

AND

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

OR BK 3397, PG 1895

Parcel 3: Alternate Key No. 1028396

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE NORTH 30 FEET THEREOF, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

OR BK 1639, PG 787

Parcel 4: Alternate Key No. 1028400

The South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Public Records of Lake County, Florida, and

The East 30 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Public Records of Lake County, Florida.

OR BK 5010, PG 1069



CITY OF CLERMONT
ORDINANCE NO. 2025-020

Parcel 5: Alternate Key No. 1594022

The SW 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida,

AND: A 30 foot wide strip of land over the North 30 feet of the North 1/2 of the SE 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, lying in Lake County, Florida.

LESS AND EXCEPT: A 30 foot wide strip of land over the East 30 feet of the SW 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida.

OR BK 2609, PG 1259

Parcel 6: Alternate Key No. 1594006

A parcel of land being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 12; thence run South 00°36'42" West along the west line of said Northeast 1/4 for a distance of 25.00 feet to the POINT OF BEGINNING; thence South 89°35'26" East along a line 25.00 feet South of and parallel to the North line of said northeast 1/4 of a distance of 632.12 feet; thence South 00°34'59" West for a distance of 1221.76 feet; thence South 89°31'05" East along a line 75.00 feet North of and parallel to the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 656.27 feet; thence South 00°33'15" West along the East line of said Northwest 1/4 of the Northeast 1/4 for a distance of 75.00 feet; thence North 59°31'05" West along the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 1319.07 feet; thence North 00°36' 42" East along the West line of said Northeast 1/4 for a distance of 1295.96 feet to the POINT OF BEGINNING.

OR BK 2705, PG 1217



CITY OF CLERMONT
ORDINANCE NO. 2025-020

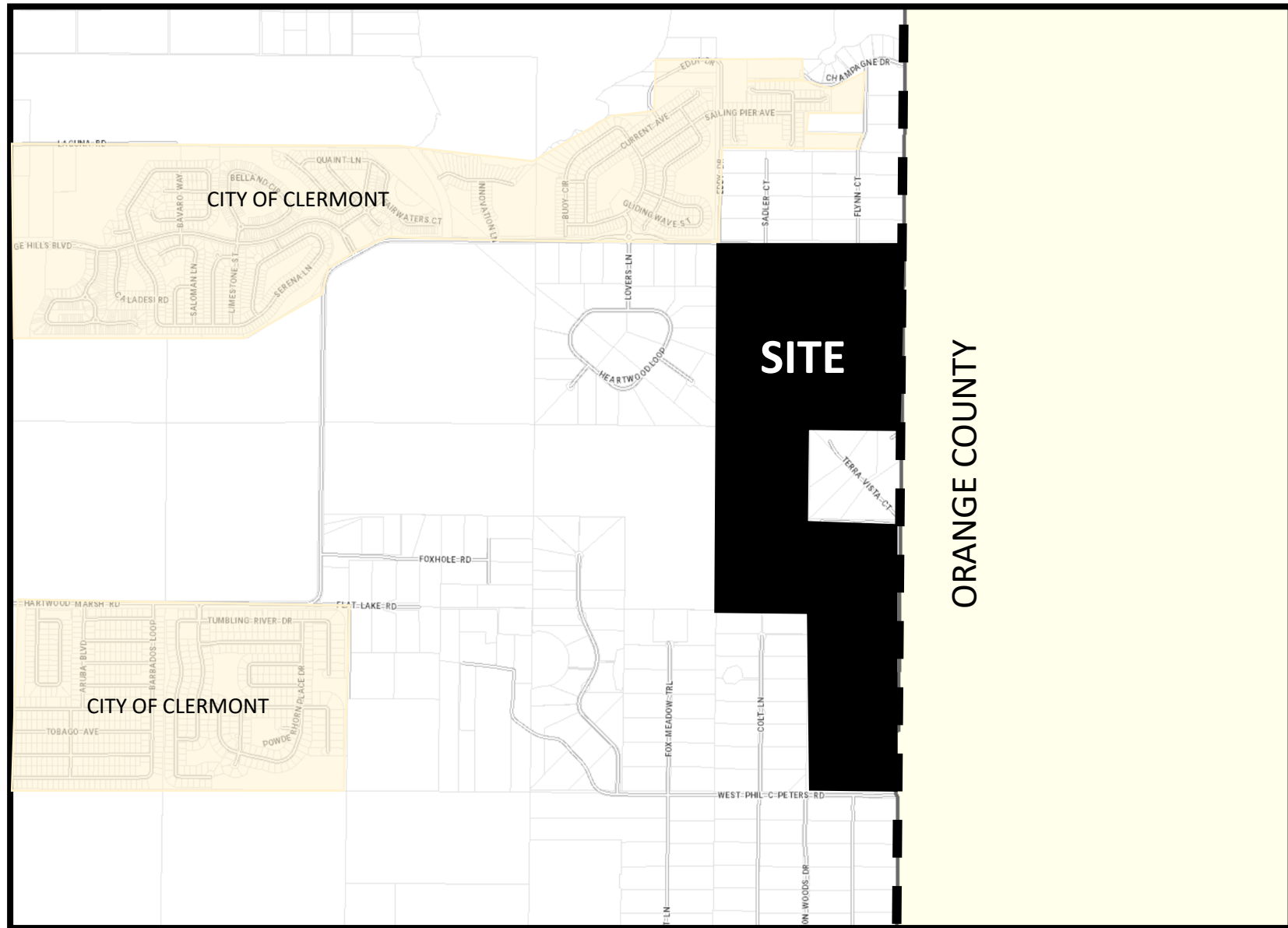
Parcel 7: Alternate Key No. 1593999

A parcel of land being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the Northeast 1/4 of said Section 12; thence run South 89° 35'26" East along the North line of said Northeast 1/4 for a distance of 1317.76 feet; thence South 00° 33'16" West along the East line of said Northwest 1/4 of the Northeast 1/4 for a distance of 1247.62 feet; thence North 89° 31'05" West along a line 75.00 feet North of and parallel to the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 686.27 feet; thence North 00° 34'59" East, for a distance of 1221.76 feet; thence North 89° 35'26" West along a line 25.00 feet South of and parallel to the North line of said Northeast 1/4 for a distance of 632.12 feet; thence North 00° 36'42" East along the West line of said Northeast 1/4 for a distance of 25.00 feet to the Point of Beginning.

OR BK 3397, PG 1895

McKinnon Groves Annexation

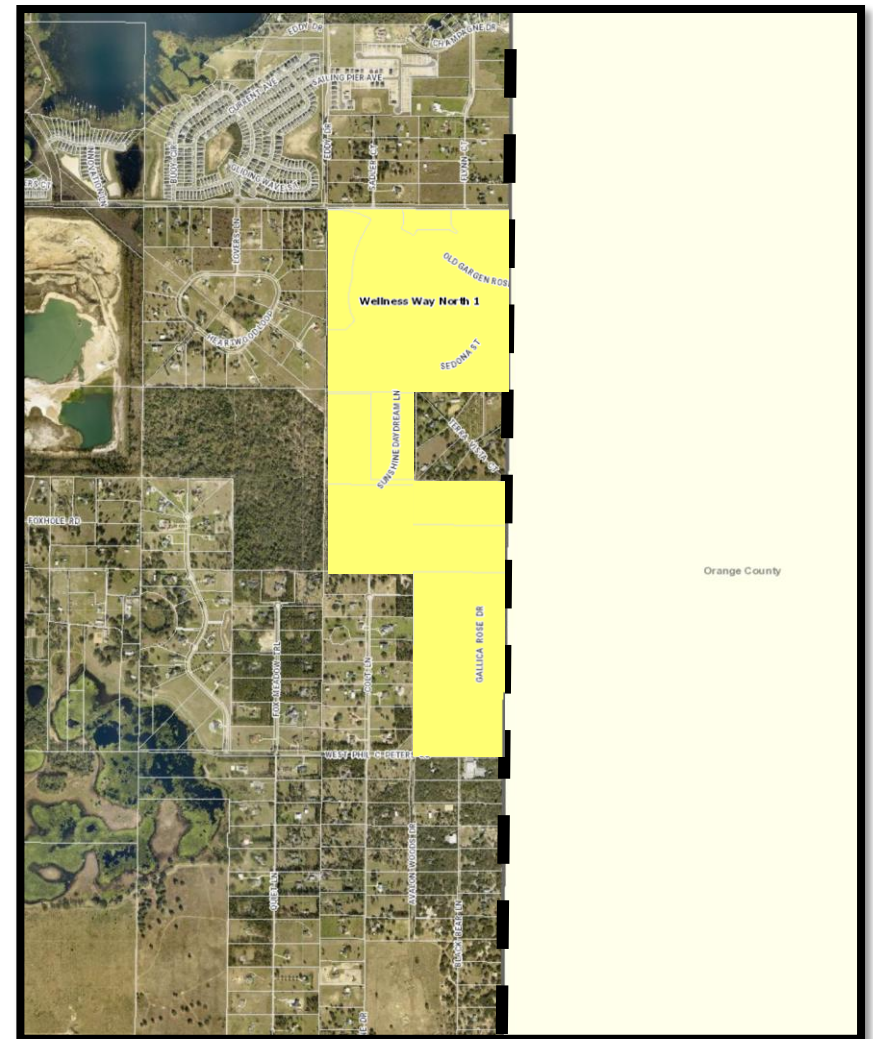


McKinnon Groves – Current Zoning and FLU

PUD



WELLNESS WAY NORTH



**UTILITY SERVICE AGREEMENT
FOR WATER & WASTEWATER**

This Agreement is entered into this 25 day of October, 2022 by and between the City of Clermont, a Florida Municipal Corporation, hereinafter referred to as "CITY", and **McKINNON GROVES, LLLP**, whose address is PO Box 979, Oakland, Florida 34760; **DAYNE A. AND LISA A. JONES**, whose address is 18010 Lookout Hill Road, Winter Garden, Florida 34787, and **THE PRESERVE AT AVALON, LLC**, whose address is 3333 South Orange Avenue, #200, Orlando, Florida 32806, their successors, transferees and assigns, hereinafter collectively referred to as "OWNER".

WITNESSETH

Whereas, OWNER owns that certain property consisting of approximately 357+/- acres as more particularly described in Exhibit 'A', attached hereto and incorporated herein, hereinafter referred to as the "PROPERTY"; and

Whereas, the PROPERTY is located in unincorporated Lake County and OWNER is requesting water and sewer utility service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the PROPERTY OWNER will extend water and sewer lines as needed to serve the PROPERTY in accordance with the minimum requirements of CITY Land Development Regulations, its water and sewer specifications and as required to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the PROPERTY by the CITY, subject to the terms and conditions contained herein, OWNER agrees that this Agreement shall constitute an unconditional application to annex the PROPERTY into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the PROPERTY for residential utility flow/demand of 148,279 gpd for water, 126,711 gpd for sewer and, when available, 396,381 gpd of reclaimed water for irrigation.

- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY as more particularly depicted in Exhibit 'B' attached hereto and incorporated herein.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY. The route is generally depicted in Exhibit 'B' attached hereto and incorporated herein.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development.
- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
 - 1.5.1 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY. Reimbursement to OWNER for the cost hereunder shall be solely in the form of water and/or sewer impact fee credits.
 - 1.5.2 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs within thirty (30) days from the date the OWNER provides to the CITY.
 - 1.5.3 Prior to the commencement of construction, OWNER and CITY shall agree on the cost difference, which will be eligible for reimbursement as set forth herein.
 - 1.5.4 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property. CITY shall reimburse OWNER for the difference in costs as determined above solely in the form of water and/or sewer impact fee credits.
 - 1.5.5 The Impact Fee Credits shall be established subject to this Section 1.5 at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
 - 1.5.6 Impact Fee Credits may be transferred outside of the PROPERTY but may be assigned to any transferee, heir, assign or successor in interest or title to part or all of said PROPERTY.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project or any oversizing as referred to above. No building permits shall be applied for by OWNER or its agents or assigns or issued until the later of:
 - i) water and sewer are provided to the site or until a bond or letter of credit, acceptable to

CITY, is in place to guarantee completion of off-site improvements or ii) the PROPERTY has been annexed into the City of Clermont. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.

- 1.7 OWNER acknowledges that as of the effective date of this Agreement and for an undetermined period of time thereafter, CITY will not have sufficient or available reclaimed water to be used for irrigation on the PROPERTY. As a result, OWNER agrees that until such time as sufficient quantities of reclaimed water, as determined by CITY, are available to irrigate the PROPERTY, OWNER, at its expense, shall:
 - 1.7.1 construct, operate and maintain a private well to be used to irrigate the PROPERTY;
 - 1.7.2 construct, operate and maintain a pumping station and storage facility sufficiently sized to meet the irrigation requirements for the PROPERTY.
- 1.8 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.9 The City may require a looped system to provide reliability and redundancy to the PROPERTY.
- 1.10 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.

Section 2. DEVELOPMENT STANDARDS

- 2.1 Except as provided below, the PROPERTY shall be developed according to City standards, unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 The PROPERTY shall be developed in substantial accordance with the McKinnon Groves PUD Ordinance 2021-36, RZ-20-36-2, approved by the Lake County Board of County Commissioners recorded January 10, 2022 in Official Records Book 5874, Page 774, of the Public Records of Lake County, Florida, the Settlement Agreement dated February 16, 2022 between Fox Meadow Homeowners Association, Inc. and Brian Blair, and OWNER, and the utility service plan as submitted to the City.

Section 3. ANNEXATION/BUILDING PERMITS

The OWNER agrees that the CITY may annex the PROPERTY into the City of Clermont, if the CITY, in its sole discretion, chooses to do so. Notwithstanding the foregoing, unless otherwise agreed to by the parties, the CITY agrees that it shall not annex the PROPERTY or any portion thereof, until the earlier of the time that (i) the construction plans and final plat have been approved by Lake County or (ii) two (2) years after the effective date of this AGREEMENT. In conjunction herewith, the OWNER shall provide to the CITY a Notice of Encumbrance to Annex the PROPERTY in a form substantially in compliance with the form set forth in Exhibit "C", attached

hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County, whereupon it is agreed it shall serve as an enforceable encumbrance on the PROPERTY described therein. The Notice of Encumbrance shall be executed by all owners of the PROPERTY and shall be accompanied, at the OWNER'S expense, by a current certificate of title or opinion letter acceptable to the CITY and issued by a licensed title company or attorney identifying all owners in interest of the ENTIRE PROPERTY. All land transfers by the OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land. Notwithstanding anything above to the contrary, the OWNER expressly agrees that it shall not apply for a building permit for any structure to be constructed on the PROPERTY until such time as the PROPERTY has been annexed into the City of Clermont. Notwithstanding the foregoing, in the event the CITY fails to annex the PROPERTY, within six (6) months of the expiration of the annexation restriction above the CITY shall continue to provide utility services to the PROPERTY and the OWNER shall be able to apply and receive building permits from Lake County. Owner agrees, however, that in the event CITY fails to annex the PROPERTY, the Notice of Encumbrance to Annex shall remain in full force and effect and CITY may annex the property at any time thereafter.

Section 4. DEFAULT

In the event of default by OWNER of any of the terms and conditions of this Agreement, the OWNER expressly agrees and consents that the CITY shall have the right to not provide water and sewer service to the PROPERTY, or if applicable, terminate water and sewer service to the PROPERTY.

Section 5. 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 6. 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:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

McKinnon Groves LLLP
15400 Oakland Avenue
Winter Garden, Florida 34787

The Preserve at Avalon, LLC
7575 Dr. Phillips Boulevard
Suite 245
Orlando, Florida 32819

Lisa and Dayne Jones
18010 Lookout Hill Road
Winter Garden, Florida 34787

With copy to:
Anita Geraci-Carver, Esquire
Law Office of Anita Geraci-Carver, PA
1560 Bloxam Avenue
Clermont, Florida 34711

Section 7. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

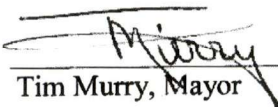
Section 8. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____

DATED this 25 day of October, 2022.

CITY OF CLERMONT

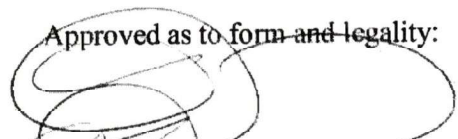

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk



Approved as to form and legality:


Daniel F. Mantzaris, City Attorney

OWNER:**McKinnon Groves LLLP,**

a Florida limited liability partnership

By: McKinnon Corporation,
a Florida corporation,
its Managing Partner

Maurice M. Boyd
Signature

Title: President and Partner

Maurice M. Boyd
Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of November, 2022 by Maurice M. Boyd, as President of McKinnon Corporation, a Florida corporation, the Managing Partner of McKinnon Groves LLLP, a Florida limited liability partnership, on behalf of said entities. He/she is ☒ personally known to me or has produced _____ as identification.

[Notary Seal]



DONNA L. DIVINE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG287043
Expires 2/9/2023

Donna L. Divine
Notary Public

Name typed, printed or stamped
Donna L. DivineMy Commission Expires: 2/9/2023**DAYNE A. AND LISA A. JONES**

Dayne A. Jones
Signature

Dayne A. Jones
Print Name

Lisa A. Jones
Signature

Lisa A. Jones

Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of November, 2022 by Dayne A. Jones and Lisa A. Jones. They are ☐ personally known to me or have produced FL Drivers License as identification.

[Notary Seal]



DONNA L. DIVINE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG287043
Expires 2/9/2023

Donna L. Divine
Notary Public

Donna L. Divine
Name typed, printed or stamped

My Commission Expires: 2/9/2023

THE PRESERVE AT AVALON, LLC,
a Florida limited liability company,

[Signature]
Signature

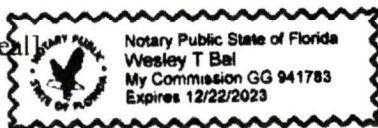
Title: Manager

Robert Holston
Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of Nov 16/22, 2022 by Robert Holston, as Manager of The Preserve at Avalon, LLC, a Florida limited liability company, on behalf of said entity. He/she is ☒ personally known to me or has produced _____ as identification.

[Notary Seal]



Wesley Bai
Notary Public

Wesley Bai
Name typed, printed or stamped

My Commission Expires: 12/22/2023

EXHIBIT "A"**PROPERTY DESCRIPTION**

Parcel 1: Alternate Key No. 1028418

The Southeast One Quarter (SE 1/4) of Section 12, Township 23 South, Range 26 East, all lying and being in Lake County, Florida, LESS AND EXCEPT all that portion of that certain plat of Avalon Hills recorded in Plat Book 57, Pages 42, 43 and 44, Public Records of Lake County, Florida, and Less and Except road right-of-way.

OR BK 4810, PG 1926

Parcel 2: Alternate Key No. 1593182

The North 1/2 of the Southeast 1/4 of Section 1, Township 23 South, Range 26 East; Lake County, Florida. Less the North 25 feet for right of way by virtue of the Quit-Claim Deed recorded in Deed Book 345, Page 45, Public Records of Lake County, Florida.

AND

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

OR BK 3397, PG 1895

Parcel 3: Alternate Key No. 1028396

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE NORTH 30 FEET THEREOF, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

OR BK 1639, PG 787

Parcel 4: Alternate Key No. 1028400

The South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Public Records of Lake County, Florida, and

The East 30 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Public Records of Lake County, Florida.

OR BK 5010, PG 1069

Parcel 5: Alternate Key No. 1594022

The SW 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida,

AND: A 30 foot wide strip of land over the North 30 feet of the North 1/2 of the SE 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, lying in Lake County, Florida.

LESS AND EXCEPT: A 30 foot wide strip of land over the East 30 feet of the SW 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida.

OR BK 2609, PG 1259

Parcel 6: Alternate Key No. 1594006

A parcel of land being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 12; thence run South 00°36'42" West along the west line of said Northeast 1/4 for a distance of 25.00 feet to the POINT OF BEGINNING; thence South 89°35'26" East along a line 25.00 feet South of and parallel to the North line of said northeast 1/4 of a distance of 632.12 feet; thence South 00°34'59" West for a distance of 1221.76 feet; thence South 89°31'05" East along a line 75.00 feet North of and parallel to the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 656.27 feet; thence South 00°33'15" West along the East line of said Northwest 1/4 of the Northeast 1/4 for a distance of 75.00 feet; thence North 59°31'05" West along the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 1319.07 feet; thence North 00°36' 42" East along the West line of said Northeast 1/4 for a distance of 1295.96 feet to the POINT OF BEGINNING.

OR BK 2705, PG 1217

Parcel 7: Alternate Key No. 1593999

A parcel of land being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the Northeast 1/4 of said Section 12; thence run South 89° 35'26" East along the North line of said Northeast 1/4 for a distance of 1317.76 feet; thence South 00° 33'16" West along the East line of said Northwest 1/4 of the Northeast 1/4 for a distance of 1247.62 feet; thence North 89° 31'05" West along a line 75.00 feet North of and parallel to the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 686.27 feet; thence North 00° 34'59" East, for a distance of 1221.76 feet; thence North 89° 35'26" West along a line 25.00 feet South of and parallel to the North line of said Northeast 1/4 for a distance of 632.12 feet; thence North 00° 36'42" East along the West line of said Northeast 1/4 for a distance of 25.00 feet to the Point of Beginning.

OR BK 3397, PG 1895

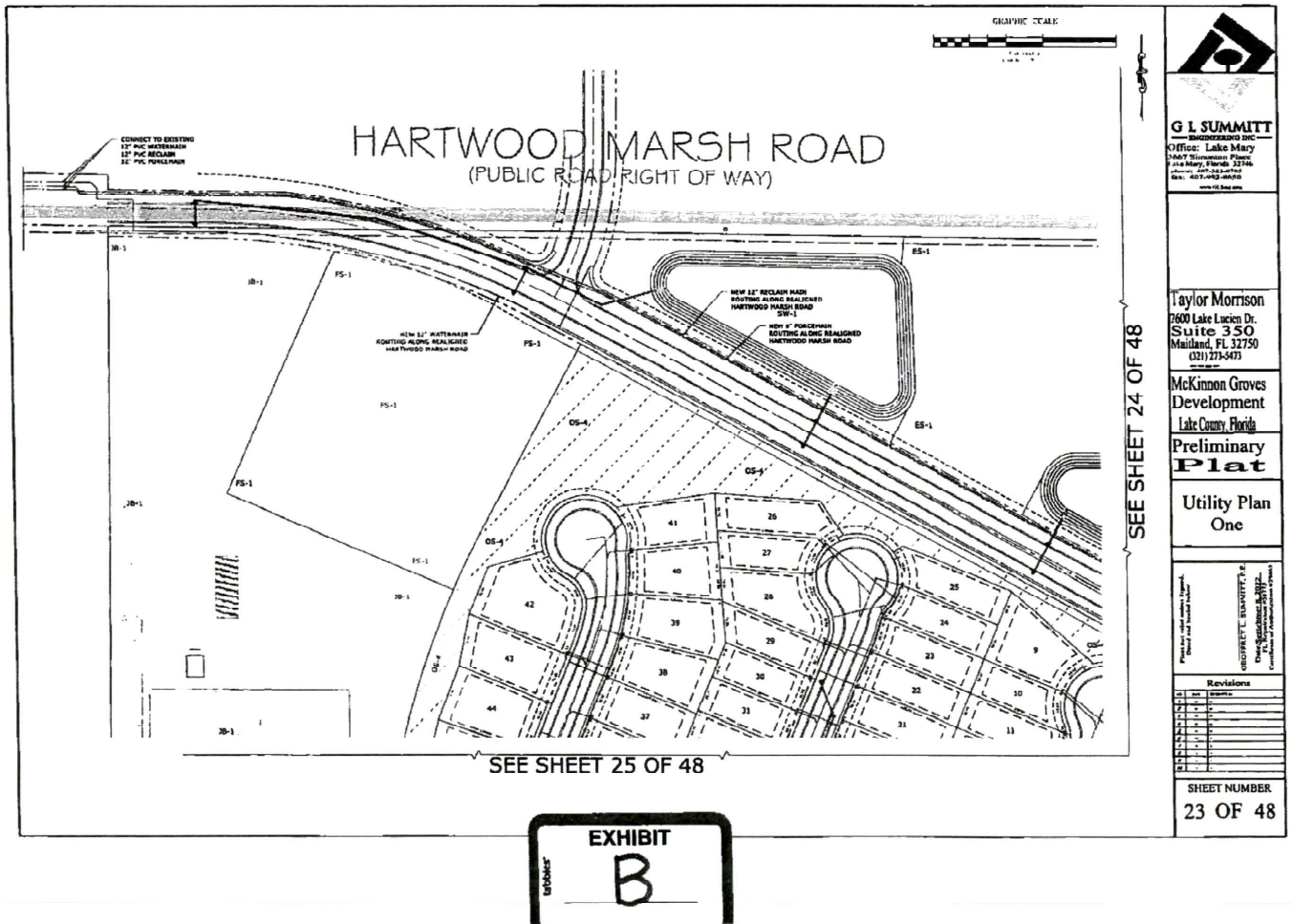


EXHIBIT "C"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this 25 day of October, 2022, between **McKINNON GROVES, LLLP**, whose address is PO Box 979, Oakland, Florida 34760; **DAYNE A. AND LISA A. JONES**, whose address is 18010 Lookout Hill Road, Winter Garden, Florida 34787, and **THE PRESERVE AT AVALON, LLC**, whose address is 3333 South Orange Avenue, #200, Orlando, Florida 32806,, property owners in the County of Lake, State of Florida Grantor*, and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law, and consistent with the Utility Services Agreement for Water and Wastewater between GRANTOR and Grantee dated October 25, 2022.

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

McKinnon Groves LLLP,
a Florida limited liability partnership

By: McKinnon Corporation,
a Florida corporation,
its Managing Partner

WITNESSES (Two required):

Witnesses

By: Maurice M. Boyd
Signature

Maurice M. Boyd
Type or print name

Title: President/Partner

1. Donna L. Divine
Signature

Donna L. Divine
Type or print name

2. Anita Geraci-Carver
Signature

Anita Geraci-Carver
Type or print name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of November, 2022 by Maurice M. Boyd, as President of McKinnon Corporation, a Florida corporation, the Managing Partner of McKinnon Groves LLLP, a Florida limited liability partnership, on behalf of said entities. He/she is ☒ personally known to me or has produced _____ as identification.

[Notary Seal]



DONNA L. DIVINE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG287043
Expires 2/9/2023

Donna L. Divine
Notary Public
Donna L. Divine
Name typed, printed or stamped
My Commission Expires: 2/9/2023

Witnesses

Dayne A. Jones
Signature

Dayne A. Jones

1. Donna L. Divine
Signature

Donna L. Divine

Type or print name

Lisa A. Jones
Signature

Lisa A. Jones

Type or print name

2. Anita Geraci-Carver
Signature

Anita Geraci-Carver
Type or print name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of November, 2022 by Dayne A. Jones and Lisa A. Jones. They are ☐ personally known to me or have produced FL Drivers License as identification.

[Notary Seal]



Donna L. Divine
Notary Public
Donna L. Divine
Name typed, printed or stamped
My Commission Expires: 2/9/2023

The Preserve at Avalon, LLC,
a Florida limited liability company,

By: [Signature]
Signature

Robert Holston
Type or print name

Title: Manager

Witnesses

1. [Signature]
Signature

Michelle Contini
Type or print name

2. [Signature]
Signature

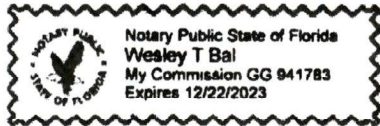
Thomas Patrick Brubaker
Type or print name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of November, 2022 by Robert Holston, as Manager of The Preserve at Avalon, LLC, a Florida limited liability company, on behalf of said entity. He/she is

☒ personally known to me or has produced _____ as
identification.

[Notary Seal]



Notary Public

Name typed, printed or stamped

My Commission Expires: 12/22/2023

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a
Public Officer, City Attorney, City of Clermont, Florida 34712



ORDINANCE 2021 - 36
McKinnon Groves PUD
RZ-20-36-2

1 **AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE**
2 **COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.**

3
4 **WHEREAS**, Geoffrey L. Summit, P.E. (the "Applicant") submitted a rezoning application on behalf of
5 McKinnon Groves, LLLP, Dayne and Lisa Jones, and Preserve at Avalon, LLC (the "Owners"), to rezone property
6 from R-2 and Agriculture (A) to Master Planned Unit Development District (MPUD) for a mixed use development
7 within the Wellness Way Area Plan; and

8 **WHEREAS**, the subject property consists of approximately 357 +/- acres located south of Hartwood
9 Marsh Road, north of West Phil C. Peters Road and along the Orange County boundary in south Lake County
10 in Sections 1 & 12, Township 23 South, Range 26 East, known as Alternate Key Numbers 1593182, 1593999,
11 1594006, 1028400, 1594022, 1028396 and 1028418, and more particularly described in Exhibit "A"; and

12 **WHEREAS**, the subject property is located within the Wellness Way Area Plan, as established in
13 Ordinance No. 2016-01; and

14 **WHEREAS**, Ordinance 2016-01 was adopted by the Board of County Commissioners on the 5th day of
15 January 2016 and became effective the 26th day of December 2017; and

16 **WHEREAS**, the property is located within the Wellness Way 1 Future Land Use Category (FLUC) as
17 shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM); and

18 **WHEREAS**, the Lake County Zoning Board did on the 4th day of August 2021 review Petition RZ-20-36-
19 2; after giving Notice of Hearing on petition for a change in the use of land, including notice that the Ordinance
20 would be presented to the Board of County Commissioners of Lake County, Florida, on the 7th day of September
21 2021, and continued until the 28th day of September 2021; and

22 **WHEREAS**, the Board of County Commissioners reviewed the petition, the recommendations of the
23 Lake County Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding
24 property owners at a Public Hearing duly advertised; and

25 **WHEREAS**, upon review, certain terms pertaining to the development of the above-described property
26 have been duly approved.

27 **NOW THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Lake County, Florida,
28 that:

29 **Section 1. Terms:** The County Manager or designee shall amend the Lake County Zoning Map to Planned
30 Unit Development (PUD). The uses of the property shall be limited to those uses specified in this
31 Ordinance and generally consistent with the Conceptual Plan, attached hereto as Exhibit "B". To
32 the extent there are conflicts between Exhibit "B" and this Ordinance, this Ordinance shall take
33 precedence.

34
35 The subject property is located within the Wellness Way 1 FLUC and shall adhere to the
36 development program provided below:

INSTRUMENT #2022004730
OR BK 5874 PG 774 - 793 (20 PGS)
DATE: 1/10/2022 4:27:38 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$171.50

A. Permitted Uses.

1. Residential Uses. The property may be developed with a maximum of 660 dwelling units to include a mixture of single-family detached and single-family attached (two units in one structure) dwelling units.
 - a. Accessory uses to the residential development are permitted and may include community pool, clubhouse, or recreation areas.
 - b. Accessory dwelling units developed on residential lots shall not be credited towards the total number of dwelling units permitted within the development.
 - c. The residential uses shall be developed at a minimum of three (3) and maximum of twelve (12) dwelling units per net acre.
 - d. Single-family detached dwelling units shall have the garages accessed by alley only on lots less than forty (40) feet wide. This requirement shall not apply to single-family attached units.
2. Non-Residential Development. A minimum of 48 acres of non-residential development shall be set aside to be developed with the following uses on the areas shown as job hub/centers on the Conceptual Plan, Exhibit "B":
 - a. Commercial: Retail, wholesale, eating and drinking, brewing, processing, packing, outdoor storage/display, and distribution of products are permitted when associated with and are incidental to permitted agriculture, agribusiness, plant nurseries, and Community Center Recreation facilities identified on the Conceptual Plan.
 - b. Office/Personal Services: Office, when associated with the permitted agriculture, agri-business, plant nurseries, and Community Center Recreation facilities identified on the Master Plan.
 - c. Public/institutional: Parks, civic uses, public safety, fire station, educational facilities associated with the agricultural uses and recreational uses only, utilities, and similar uses, but shall not include hospitals, transportation facilities, or K-12 schools.
 - d. Childcare, family care, outpatient clinic when located within or associated with a Community Center Recreation facility.
 - e. Agriculture Uses: Agriculture, agri-business, plant nurseries, and similar uses are permitted in designated job hub/center areas on the Master Plan. Community Center Recreation areas are also considered job hub/center areas within this MPUD and may include a riding stable and/or academy facility and similar uses that support recreational and wellness activities. Family farming in residential areas may be a permitted use as allowed by

Lake County regulations.

f. Interim Agriculture Uses. If an area is designated on the Master Plan for Residential use, Agriculture uses are permitted within those areas until such time as that phase is developed.

g. Commercial uses such as fast-food including drive through, gas stations, automotive, and general retail not permitted by Section A.2 a.-f., are prohibited.

3. Development shall be limited to each parcel as identified in this chart; provided, however, that densities may be blended among the McKinnon Groves and Jones properties if necessary to offset the reduction of lots in the Avalon LLC parcel due to increased buffer or lot size as specified in D.6 below or from the increased lot size alternative in D.10 below; and further provided that job generation, non-residential square footage and non-residential set aside acreage may be transferred from the Avalon LLC property to, and blended among, the McKinnon Groves and Jones properties:

Subject Property	Net Acreage	Max. Capacity (DU)	Job Generation	Non-Residential SF	Non-Residential Set Aside Acreage
	<i>Gross acreage - Water Bodies and wetlands</i>	<i>Net Acreage X 1.85</i>	<i>Dwelling Units X 1.75</i>	<i>Job generation X 450 SF/employee</i>	<i>(Non-residential SF / 43,560) X 0.25</i>
McKinnon Groves	180	332	582	261,800	24
Jones	98	181	318	142,919	13
Avalon LLC	79	147 (or as specified in D.10 below)	257	115,530	11
Totals	357	660	1,156	520,249	48

B. Development Conditions.

1. The overall development shall not exceed 60% Impervious Surface Ratio (ISR).
2. A minimum of three (3) housing types shall be provided, generally consistent with Exhibit "C". Apartments are not permitted. Height of any structure is limited to 35-ft.
3. Non-residential uses shall be made accessible by the residential development via a mixed-use trail or sidewalks.

C. Development Standards & Setbacks. The development standards shall be as follows:

- 1 1. Single Family Detached Units shall adhere to the following standards:

Front Setback – Local Street	20 feet from property line or right-of-way, whichever is greater
Setback from an external Collector Road	50 feet from the right-of-way
Front Porch Setback	12 feet from the property line or right-of-way, whichever is greater
Attached, Front Loaded Garage Setback	25 feet from property line
Secondary Front Setback	15 feet from property line
Side Setback	5 feet from the property line
Rear Setback	15 feet from the property line
Accessory Structure Setback (including pools, porches, and screen enclosures)	5 feet from the property line
ISR for Individual Lots	0.80 if the developer demonstrates that the overall development will not exceed 0.60
Minimum Lot Width	40 Feet
Maximum Building Height	35 Feet and 2 stories
Driveway Setback	5 Feet from the property line

- 2
3 2. Single Family Attached Units (Duplexes) shall adhere to the following standards:

Front Setback	20 feet from property line or right-of-way, whichever is greater
Attached, Front Loaded Garage Setback	25 feet from property line
Secondary Front Setback	15 feet from the property line
Front Porch Setback	12 feet from the property line or right-of-way, whichever is greater
Side Setback	5 feet from the property line / 0 feet with common wall
Rear Setback	10 feet from the property line
Attached Accessory Structure Setback (Pools, Screen Enclosures, Decks)	5 feet from the property line / 0 feet from the common wall property line
Detached Accessory Structure Setback	5 feet from all property lines, including common wall property line
ISR for Individual Lots	0.80 if the developer demonstrates that the overall development will not exceed 0.60
Minimum Lot Width	30 Feet
Maximum Building Height	35 Feet or 2 stories (multi-generational)
Driveways	5 Feet from the property line unless utilizing a shared driveway in conjunction with an approved lot grading plan.

3. Commercial Development shall adhere to the following standards:

Floor Area Ratio (FAR)	Minimum: 0.25 Maximum: 0.25
Front Setback	25 feet from the right-of-way, internal road or easement.
Side Setback	5 feet from the property line
Rear Setback	15 feet from the property line

D. Landscaping Requirements.

1. Landscaping and screening shall be in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.
2. Perimeter Buffers are designated on the PUD Master Plan and may vary in width based on location; however, minimum widths are as shown on the PUD Master Plan. Perimeter buffers shall consist of canopy and understory trees and plants utilizing Florida native trees, shrubs and ground cover vegetation from the IFAS list. Exotic/invasive species shall be removed. Existing vegetation located along the perimeter of the PUD may be used to count towards the minimum perimeter landscaping requirement.
3. The perimeter buffer designated on the PUD Master Plan landscaping shall be a heavily vegetated visual buffer of canopy and understory plants. Permeable storm water areas when enhanced as amenities using native vegetation are permitted within the buffer. Within the perimeter buffer a meandering community trail with a natural surface suitable for walking, running, horseback riding, and bicycling may be located and maintained. The perimeter buffer and trail area shall include canopy and understory plants to enhance the visual buffering while providing a comfortable and safe environment for recreational users of the trail, and adjoining properties within the MPUD. Motor vehicles are prohibited within the perimeter buffer except for planting and maintenance of vegetation, removal of exotic/invasive species, construction, maintenance, and for fire and safety operations.
4. Residents within the MPUD adjoining any trail may access the trail directly through a private gate within the resident's fence.
5. During the review of the development application for Preliminary Plat and landscape plan approval, the existing vegetation will be evaluated to determine consistency with the perimeter landscape requirements in accordance with the Land Development Regulations, as amended.
6. Existing trees located within the 200' wide landscaped buffer along the western, southern and eastern perimeters of AK 1028418 will not be removed, except for dead, exotic/invasive, or diseased trees, or as needed for grading purposes; provided,

however, that the proposed retention pond along the southern boundary may encroach into the landscaped buffer area, but vegetation must be re-established after construction of the pond. Removal of existing trees for grading purposes may only occur within the most interior 75' of the 200' wide landscape buffer, provided, however, that post-grading vegetation must be re-established within the portion of the buffer.

7. Existing citrus trees located within the 150' wide landscaped buffer along the southern perimeter of AK 1594022 will not be removed, except for dead, exotic/invasive, or diseased trees, or as necessary to re-establish producing trees. Dead, exotic/invasive, or diseased trees may be replaced with citrus trees or Florida native landscaping.
8. Existing trees located within the 150' wide landscaped buffer along the eastern perimeter of AK 1593999 will not be removed, except for dead, exotic/invasive, or diseased trees.
9. Existing citrus trees located within the 150' wide landscaped buffer along the eastern perimeter of AK 1593182 will not be removed, except for dead, exotic/invasive, or diseased trees, or as necessary to re-establish producing trees. Dead, exotic/invasive, or diseased trees may be replaced with citrus trees or Florida native landscaping.
10. In lieu of the 200' foot landscaped buffer along the western, southern and eastern perimeter of AK 1028418, at the developer's option so long as the Wellness Way minimum density calculations for the entire project can be met, this parcel may be developed with a gross density of one unit per acre with a minimum 50' landscaped buffer along the western, southern and eastern perimeter of the parcel.
11. Existing trees within the landscape buffers that are removed as a result of disease or death shall be replaced in accordance with best forestry management practices as shall be established as part of the management plan as specified in E.1.c below. The replacement of existing trees removed under this provision must be designed to screen adjacent properties by using a combination of calipers. Seedlings alone are not permissible.

E. Open Space.

1. Open Space. Open Space will include 20% of net buildable acres as Wellness Space and 10% of net buildable acres as Green Space as provided below.
 - a. Wellness Space. Wellness Space Includes land area open to public and private access including gathering places, such as parks, pedestrian and bicycle/pedestrian ways or trails, recreation fields and grounds, piazzas, plazas and urban squares, and permeable storm water areas if enhanced amenities using native vegetation area. The provision of Wellness Space shall be provided as aggregate of the total MPUD not on an individual neighborhood or development tract basis. Wellness Space is limited 10% impervious surface ratio.
 - b. Green Space. Green Space includes areas designated for such purposes as flood control, water management, or restoration of vegetative

communities and wildlife habitat, conservation, passive recreation, and maintenance buffers from adjacent rural residential areas. Green Space should be maintained in such a way to encourage the proliferation of native flora and fauna and use of the community trail network. Walking, running, bicycling, horseback riding, flora and fauna observation, and Trail construction/maintenance and similar activities are permitted on the community trail network within the Green Space areas. Motorized vehicles are not permitted except for construction, maintenance, or emergency use on the community trail network and maintenance of the community buffer. Green Space also includes permeable storm water areas if enhanced amenities using native vegetation area. The provision of Green Space shall be provided as aggregate of the total MPUD not on an individual neighborhood or development tract basis.

c. A Management Plan for Open Space including buffers and trail areas shall be required. At a minimum, the Management Plan shall present goals and actions to enhance and restore Open Space areas to native Florida habitats such as Sandhill or Scrub or as determined by a qualified biologist with experience in restoration and management plans. The Management Plan shall include steps to prevent the influx of nuisance/exotic vegetative species. Additionally, the Management Plan shall include the use of kiosks and educational brochures provided to homeowners utilized to educate and inform homeowners and visitors about the benefits of open space and conservation practices. The Management Plan will be provided to the County Manager or designee for review and approval and will be incorporated herein by reference as a material part of this MPUD.

d. Maintenance of the open space areas and trails must be conducted by a business or entity with experience in management of natural areas and trails.

F. Recreation and Wellness Corridor.

1. The property shall be developed with a Wellness Corridor to connect communities, the Town Center, Job Hubs, neighborhoods and destinations together in a series of integrated trail and pedestrian facilities.
2. The Wellness Corridor shall include the Trunk and Neighborhood Trails depicted in Figure 3.4 titled 'Wellness Ridgeway Network Framework Map' within the Wellness Way Community Design Guidelines and Standards.

a. Trunk Trail

1. The Trunk Trail shall be generally located along the northern property boundary.

2. Trunk Trails are the main system of trails located within the right of way of the Primary Roadway Network and Neighborhood Connectors. They must be at least 14' wide and separated from the adjacent roadway by at least 8'.

b. Neighborhood Trails

1. The Neighborhood shall be generally located along the northwestern property line, through the utility easement, and along the southeastern boundary of the PUD.

2. Neighborhood Trails are a finer-grain system of trails connecting to Trunk Trails that are intended to connect destinations within neighborhoods and centers to parks and other places of activity. Neighborhood Trails must be at least 12' wide. They may be located within street right-of-way or within park or open space tracts. If located adjacent to a street, these trails must be separated from the back of curb (or edge of travel lane if no curb) by at least 8'.

3. The Wellness Corridor may include the following elements:

- a. Community farms and gardens;
- b. Wetlands, Water bodies, and Preserved uplands;
- c. Trails, pedestrian ways and bikeways;
- d. Viewsheds, scenic, cultural, and environmental resources;
- e. Wellness Corridors/open space;
- f. Parks/recreation facilities for active and passive use; and/or
- g. Stormwater management facilities.

4. The development shall provide a safe and continuous bicycle network. Each phase of development shall demonstrate compliance with this provision on the Construction plan submittal and will need to be completed with the infrastructure.

5. Bicycle networks shall connect residential neighborhoods with the Town Center, Job Hubs, neighborhoods and parks and schools and may include:

- a. Shared lane markings;
- b. Designated bike lanes;
- c. Separated bike facilities or "cycle tracks"; and/or,

d. Multi-use paths and trails.

6. The Wellness Corridor, trail, and bicycle network shall be accessible to the public.

G. Design Guidelines. Residential and Non-residential development shall be generally consistent with the Wellness Way Community Design Guidelines and Standards, prepared by Levy Consultants and dated September 21, 2020, as amended. Should there be a conflict between the Wellness Way Community Design Guidelines and Standards and this Ordinance, this Ordinance shall take precedence.

H. Transportation.

1. All access management shall be in accordance with the Comprehensive Plan and Land Development Regulations, as amended.

2. The development shall incorporate a traffic management plan which will include traffic calming throughout the development.

3. Additional right-of-way for Hartwood Marsh Road shall be required in accordance with the Land Development Regulations, as amended. Hartwood Marsh Road may be realigned along the development's northern boundary in a manner consistent with the Master Plan attached as Exhibit "B".

4. Paved shoulders shall be required to be added to Hartwood Marsh Road that will need to begin at the end of the existing paved shoulder in front of Lakeview Preserve and extend to the county line with Orange County. The existing road that is not part of the realignment area will be required to be resurfaced as directed by the Department of Public Works.

5. There shall be no road or public access connection to West Phil C. Peters Road, Terra Vista Court, Spyglass Hill Road, Dangler Road, Seidner Road, Sandhill Road, Caamano Lane, and Lookout Hill Road, except as provided in Section I of this Ordinance. However, an emergency vehicle access through AK 1028418 to West Phil C. Peters Road is required.

6. Sidewalks and Trails will be required in accordance with Land Development Regulations and the Wellness Way Design Standards, as amended. Should there be a conflict between those standards and this Ordinance, this Ordinance shall take precedence.

7. The development will be required to design, and construction the South Lake - Citrus Ridge Trail from the developments western corner with Hartwood Marsh to the county line with Orange County.

8. Unless otherwise approved herein, the development will need to meet the FDOT Florida Greenbook, County, and the Wellness Way Design Standards, as amended.

9. Future road maintenance will be funded through the use of a municipal service taxing unit (MSTU) or municipal service benefit unit (MSBU) as authorized under Section 125.01(1)(q), Florida Statutes. Before or concurrent with any final plat or site plan approval, the Owner shall provide any documentation required by the County to impose an MSTU or MSBU, at the County's discretion, on the platted or commercial lots. Additionally, the Owner acknowledges and agrees that the MSTU or MSBU shall be collected as a non-ad valorem assessment using the uniform method of collection set forth under Section 197.3632, Florida Statutes.

I. Access. The primary Access for this MPUD for all residential uses shall be Hartwood Marsh Road. The Property is to be developed with no road or public access connection to West Phil C. Peters Road, Terra Vista Court, Spyglass Hill Road, Dangler Road, Seidner Road, Sandhill Road, Caamano Lane, and Lookout Hill Road; provided, however, an emergency vehicle access will be provided through AK 1028418 to West Phil C. Peters Road. Lookout Hill Road access shall be solely for the purpose of access for the business located in Tract JB-2. The power transmission line easement rights of access shall not be affected by or subject to the access limitations set forth in this PUD.

J. Connectivity. The intersection density shall have minimum of 80 intersections per square mile inclusive of community trails, bicycle/pedestrian paths/sidewalk crossings, and streets.

K. Environmental. An environmental survey shall be conducted in accordance with the LDR, as amended, to address natural vegetative communities, wildlife corridors, and designated species prior to submittal of any development application.

L. Stormwater and Floodplain Management.

1. The stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.

2. The developer shall be responsible for any flood studies required for developing the site and comply with FEMA, Comprehensive Plan and Land Development Regulations, as amended. Any development within the floodplain as identified on the FEMA maps will required compensating storage.

M. Signage. All signs shall be consistent with the LDR, as amended.

N. Lighting.

1. All development will adhere to Dark Sky Principles and the requirements contained in Section 3.09.00 – Lighting Standards, Lake County Land Development Regulations, as amended. In situations where Lighting Standards conflict with Dark Sky Principles, Dark Sky Principles shall have precedence.

2. All streetlighting must meet FDOT street lighting standards, dark sky, and warm white glow correlated color temperature (CCT) not to exceed 3000k.

3. All streetlighting shall be owned and maintained by the CDD or HOA.

4. No street lighting or pole mounted lighting is permitted within the perimeter buffer areas or open space areas; provided, however bollard lighting is allowed. Street lighting and pole mounted lighting within the open space will only be permitted when necessary for safety purposes.

O. Utilities.

1. The proposed development shall connect to central water and sewer from the City of Clermont. A copy of the utility service agreement shall be provided to the County.

2. Reclaimed water shall be used for landscape irrigation, if available.

3. All roadways, including arterials, collector and local streets, shall provide conduit to deliver fiber to each household and business.

4. Irrigated landscaping shall comply with Florida Water Star SM Program.

P. Public Safety. In order to mitigate public safety response times to this development and surrounding properties, a minimum of three (3) acres will be donated to the County in a location mutually agreed on by the County and Owners along or in close proximity to Hartwood Marsh Road to be used as a public safety facility including but not limited to for the purposes of providing fire and emergency medical services; provided, however, if the County has not constructed a public safety facility on the donated property within ten (10) years from the effective date of this Ordinance, then the County shall convey the property back to McKinnon Groves. The Owners hereby acknowledge and agree that such dedication satisfies the requirements established under Section 14.00.08, Land Development Regulations, and other applicable state and federal law.

Q. Special Events. Special events, including community events, are intended to promote inviting, vibrant, creative, and entertaining community gatherings within the Property. Community/Special Events such as, but not limited to, arts and craft festivals, community walks/running events, charity events, music fests, food and wine festivals, movies in the park, dog days, car shows and sponsorship events, yoga in the park, weddings, special food truck events, farmers markets, and similar events. These uses are permitted on common areas, Job Hub Tracts, and trails, as appropriate.

1. No single event shall be more than three (3) consecutive days without County Manager or designee approval.

2. Special events are permitted to operate between 6:00 am and 12:00 midnight (including setup and takedown) on a year-round basis; except that three (3) special events per year are permitted to operate between 6:00 am and 1:30 am (including setup and takedown).

3. Outdoor music, loudspeakers, etc. are permitted at special events between 10:00 am

and 7:00 pm Sundays – Thursdays, and until 11:00 pm on Fridays and Saturdays.

4. Special events shall be permitted for an unlimited number of events.

5. Special events shall obtain a special event site plan from the Office of Planning & Zoning as described in the LDR, as amended.

6. Applicants may be required to obtain a special event permit as set forth in article V, if one (1) or more of the following criteria apply:

a. The event is intended to, or likely to, attract more than five hundred (500) people;

b. The event requires the temporary closure of any collector or arterial public roadway;

c. The event involves the use of pyrotechnics; or

d. The event exceeds the maximum allowed number of patrons within an establishment.

R. Concurrency Management Review and Impact Fees. Concurrency shall be met prior to the issuance of any development order, consistent with the LDR, as amended.

S. Density Changes. When reasonably practicable, density changes in neighborhoods shall occur at mid-block locations, rather than along streets, so that buildings faceting each other are compatible and transitions between uses are gradual. Portions of neighborhoods that are proposed to be developed with the highest densities should generally be located closest to a center or a neighborhood parks, square, or green.

T. Gated Community. The development may be gated in its entirety or in part. Roads and thoroughfares located within any gated portion of the development shall be a private road as defined in the Lake County Land Development Regulations, as amended. However, access shall be provided between all areas within the MPUD via network of interconnected sidewalks, and trails to encourage pedestrian, bicycle, and recreational use.

U. Community Development District. Nothing precludes consideration for the establishment of a community development district upon receipt of a petition and compliance with the public hearing process and requirements in accordance with Chapter 190, Florida Statutes. Further, any of the requirements hereunder may be financed by a community development district, pursuant to Section 190.012(1)(g), (h), Florida Statutes.

V. Buildout Date. Buildout of the development shall be no later than 2040.

W. Development Review and Approval.

1. Prior to the issuance of any permits, the Owners will be required to submit a preliminary

plat, construction plans, and final plat generally consistent with Exhibit "B" - Conceptual Plan and/or site plan for review and approval in accordance with the Comprehensive Plan and LDR, as amended.

2. In the review of development plans, if it is determined by the review staff that a development standard has not been included in this Ordinance, or there is ambiguity in a PUD standard, the applicant shall request an interpretation of the development standard from the County Manager or his designee. The interpretation may take two forms: an agreed upon standard by the County Manager or designee, or a referral to the most applicable section of the then current code. The interpretation shall be binding on the applicant. If the applicant does not agree with the interpretation, the applicant may appeal the decision to the Board of County Commissioners.
3. Physical development shall commence within three (3) years from the date of this Ordinance approval. Failure to commence construction within three (3) years of approval shall cause the revocation of this ordinance, in accordance with the Comprehensive Plan or superseding documents amended. Prior to expiration of the three-year time frame, the Board of County Commissioners may grant, via a Public Hearing, one (1) extension of the time frame for a maximum of two (2) years upon a showing that reasonable efforts have been made towards securing the required approvals and commencement of work.
4. The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and the LDR shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.

Section 2. Conditions as altered and amended which pertain to the above tract of land shall mean:

- A. After establishment of the facilities as provided herein, the property shall only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.
- B. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building, structure, add other uses, or alter the land in any manner within the boundaries of the above-described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.
- C. This Ordinance shall inure to the benefit of and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present Owners and any successors, and shall be subject to each and every condition herein set out.
- D. Construction and operation of the proposed use shall always comply with the regulations of this and other governmental permitting agencies.
- E. The transfer of ownership or lease of any or all of the property described in this Ordinance shall

be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the LDR, as amended.

F. The Lake County Code Enforcement Special Master shall have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 3. Severability: If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Filing with the Department of State. The clerk is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

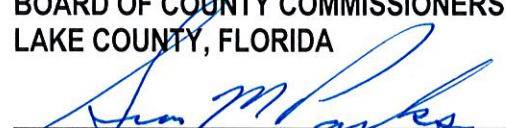
Section 5. Effective Date. This Ordinance shall become effective as provided by law.

ENACTED this 28th day of September, 2021.

FILED with the Secretary of State this 29th day of September, 2021.

EFFECTIVE September 28th, 2021.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA


Sean M. Parks, Chairman

This 28th day of September, 2021.

ATTEST:


Gary J. Cooney, Clerk
Board of County Commissioners
Lake County, Florida



APPROVED AS TO FORM AND LEGALITY


Melanie Marsh, County Attorney

EXHIBIT A. Legal Description (3 Pages).

Parcel 1: Alternate Key No. 1028418

The Southeast One Quarter (SE 1/4) of Section 12, Township 23 South, Range 26 East, all lying and being in Lake County, Florida, LESS AND EXCEPT all that portion of that certain plat of Avalon Hills recorded in Plat Book 57, Pages 42, 43 and 44, Public Records of Lake County, Florida, and Less and Except road right-of-way.

OR BK 4810, PG 1926

Parcel 2: Alternate Key No. 1593182

The North 1/2 of the Southeast 1/4 of Section 1, Township 23 South, Range 26 East; Lake County, Florida. Less the North 25 feet for right of way by virtue of the Quit-Claim Deed recorded in Deed Book 345, Page 45, Public Records of Lake County, Florida.

AND

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

OR BK 3397, PG 1895

Parcel 3: Alternate Key No. 1028396

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE NORTH 30 FEET THEREOF, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

OR BK 1639, PG 787

Parcel 4: Alternate Key No. 1028400

The South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Public Records of Lake County, Florida, and

The East 30 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Public Records of Lake County, Florida.

OR BK 5010, PG 1069

Parcel 5: Alternate Key No. 1594022

The SW 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida,

AND: A 30 foot wide strip of land over the North 30 feet of the North 1/2 of the SE 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, lying in Lake County, Florida.

LESS AND EXCEPT: A 30 foot wide strip of land over the East 30 feet of the SW 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida.

OR BK 2609, PG 1259

Parcel 6: Alternate Key No. 1594006

A parcel of land being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 12; thence run South 00°36'42" West along the west line of said Northeast 1/4 for a distance of 25.00 feet to the POINT OF BEGINNING; thence South 89°35'26" East along a line 25.00 feet South of and parallel to the North line of said northeast 1/4 of a distance of 632.12 feet; thence South 00°34'59" West for a distance of 1221.76 feet; thence South 89°31'05" East along a line 75.00 feet North of and parallel to the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 656.27 feet; thence South 00°33'15" West along the East line of said Northwest 1/4 of the Northeast 1/4 for a distance of 75.00 feet; thence North 59°31'05" West along the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 1319.07 feet; thence North 00°36' 42" East along the West line of said Northeast 1/4 for a distance of 1295.96 feet to the POINT OF BEGINNING.

OR BK 2705, PG 1217

Parcel 7: Alternate Key No. 1593999

A parcel of land being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the Northeast 1/4 of said Section 12; thence run South 89° 35'26" East along the North line of said Northeast 1/4 for a distance of 1317.76 feet; thence South 00° 33'16" West along the East line of said Northwest 1/4 of the Northeast 1/4 for a distance of 1247.62 feet; thence North 89° 31'05" West along a line 75.00 feet North of and parallel to the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 686.27 feet; thence North 00° 34'59" East, for a distance of 1221.76 feet; thence North 89° 35'26" West along a line 25.00 feet South of and parallel to the North line of said Northeast 1/4 for a distance of 632.12 feet; thence North 00° 36'42" East along the West line of said Northeast 1/4 for a distance of 25.00 feet to the Point of Beginning.

OR BK 3397, PG 1895

EXHIBIT B. Concept Plan.

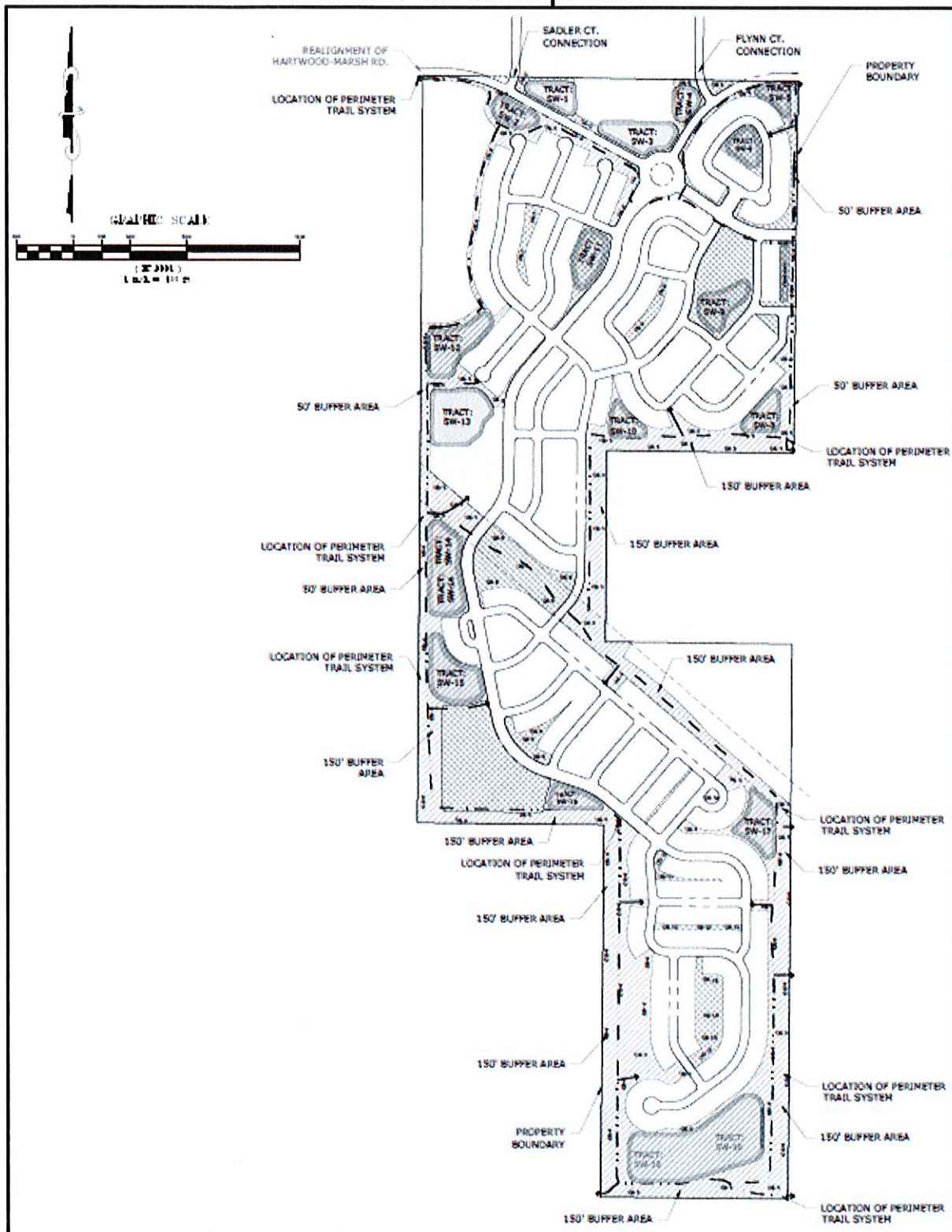
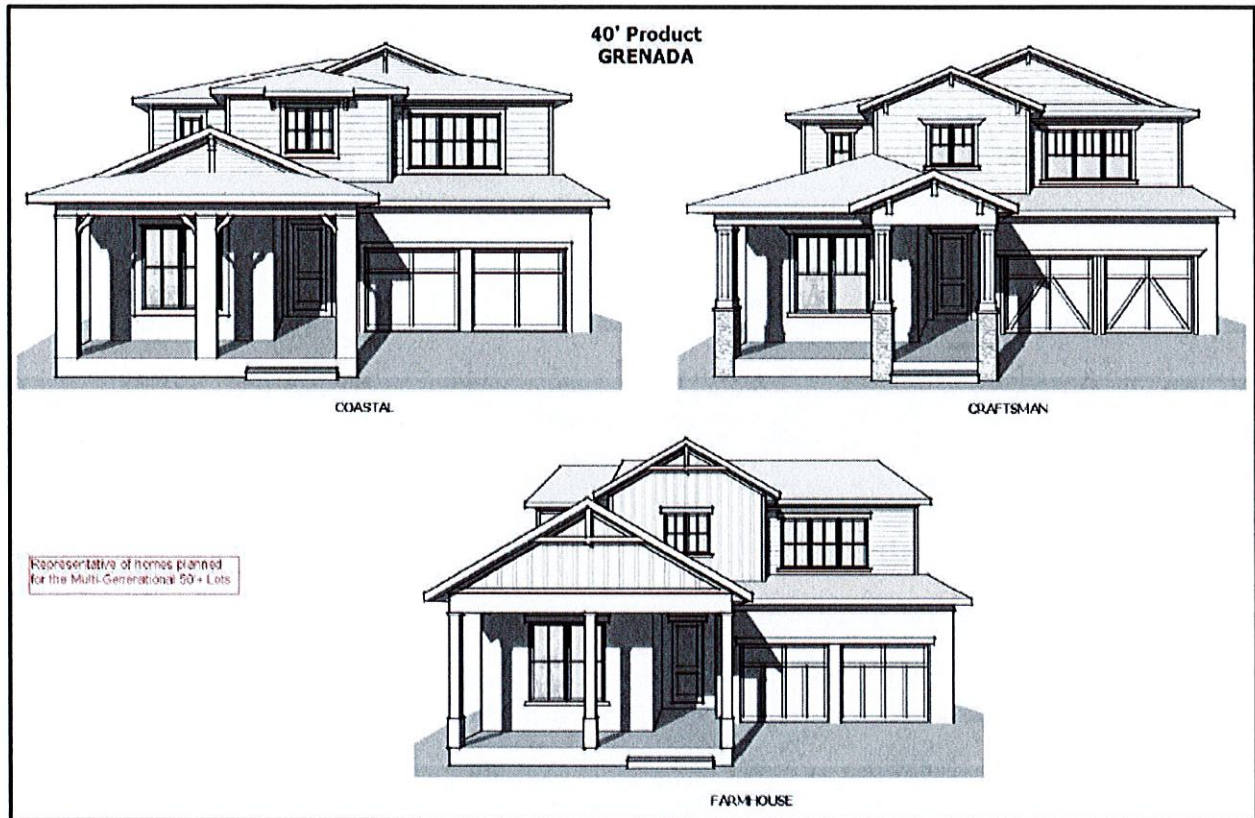
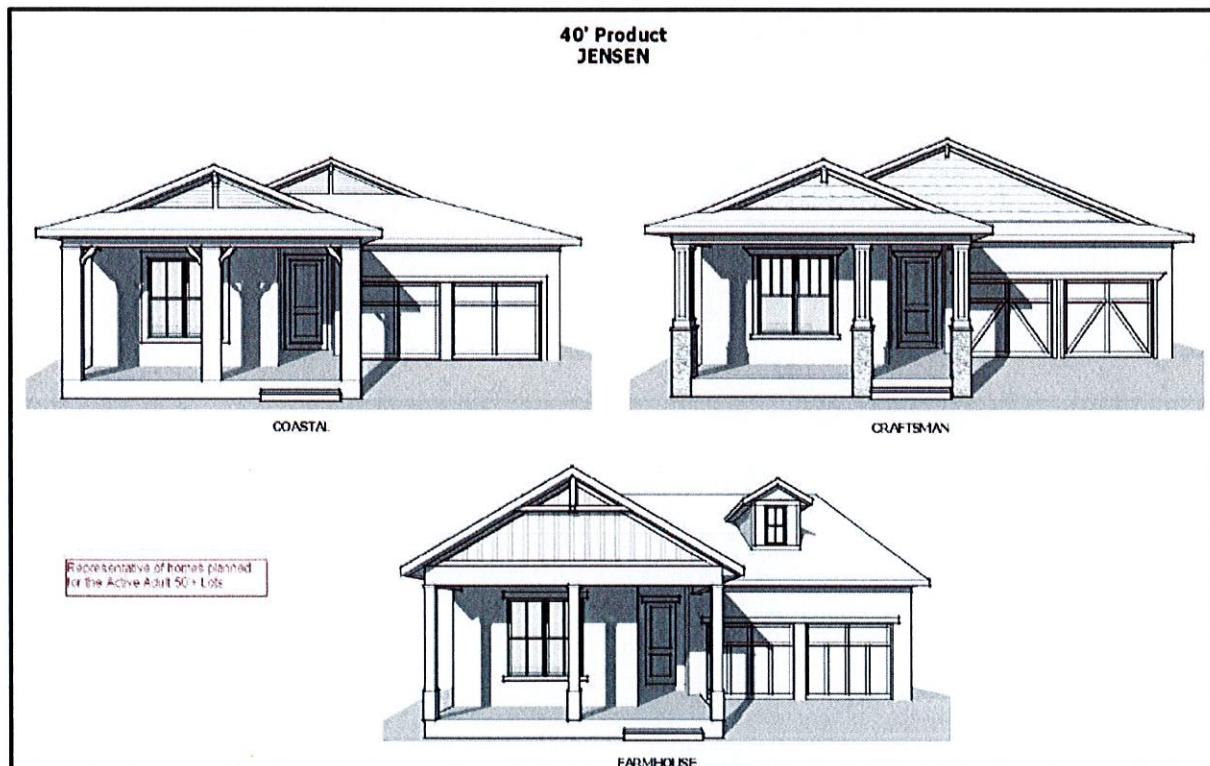
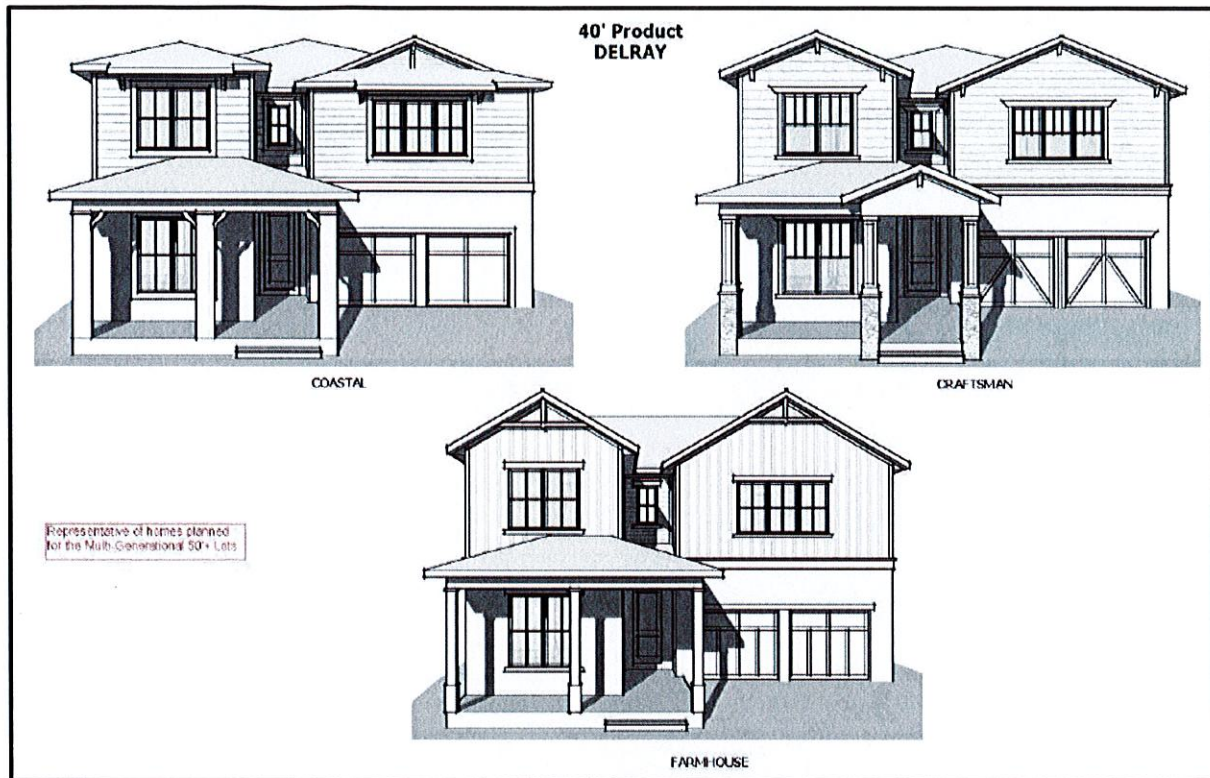


EXHIBIT C. Residential Design Examples (2 Pages).







FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

September 29, 2021

Mr. Gary J. Cooney
Clerk of the Circuit Court and Comptroller
Lake County
550 West Main Street
P. O. Box 7800
Tavares, Florida 32778-7800

Attention: Josh Pearson

Dear Mr. Cooney:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge your electronic copy of Lake County Ordinance No. 2021-36, which was filed in this office on September 29, 2021.

Sincerely,

Anya Owens
Program Administrator

AO/lb

LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, June 10, 2025 at 3:00 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2025-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION:

Hartwood Marsh Road

Vacant parcels located south of Hartwood Marsh Road
and west of the Lake/Orange County Line

(Alternate Keys 1028418, 1593182, 1028396, 1028400, 1594022, 1594006 and 1593999)
357 +/- Acres



LEGAL DESCRIPTION

PARCEL NO. 1: Alternate Key No. 1028418

THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT ALL THAT PORTION OF THAT CERTAIN PLAT OF AVALON HILLS RECORDED IN PLAT BOOK 57, PAGES 42, 43, AND 44, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND LESS AND EXCEPT ROAD RIGHT-OF-WAY.

OR BK 4810, PG 1926

PARCEL NO. 2: Alternate Key No. 1593182

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. LESS THE NORTH 25 FEET FOR RIGHT OF WAY BY VIRTURE OF THE QUIT-CLAIM DEED RECORDED IN DEED BOOK 345, PAGE 45, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

OR BK 3397, PG 1895

PARCEL NO. 3: Alternate Key No. 1028396

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE NORTH 30 FEET THEREOF, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ORG BK 1639, PG 787

PARCEL NO. 4: Alternate Key No. 1028400

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND

THE EAST 30 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ORG BK 5010, PG 1069

PARCEL NO. 5: Alternate Key No. 1594022

THE SW 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA,

AND: A 30 FOOT WIDE STRIP OF LAND OVER THE NORTH 30 FEET OF THE NORTH 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT: A 30 FOOT WIDE STRIP OF LAND OVER THE EAST 30 FOOT OF THE SW 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

ORG BK 2609, PG 1259

PARCEL NO. 6: Alternate Key No. 1594006

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 12, THENCE RUN SOUTH 00°36'42" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°35'26" EAST ALONG A LINE 25.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF A DISTANCE OF 632.12 FEET; THENCE SOUTH 00°34'59" WEST FOR A DISTANCE OF 1221.76 FEET; THENCE SOUTH 89°31'05" EAST ALONG A LINE 75.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 656.27 FEET; THENCE SOUTH 00°33'15" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 75.00 FEET; THENCE NORTH 59°31'05" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 1319.07 FEET; THENCE NORTH 00°36'42" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 1295.96 FEET TO THE POINT OF BEGINNING.

OR BK 2705, PG 1217

PARCEL NO. 7: Alternate Key No. 1593999

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE RUN SOUTH 89°35'26" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 1317.76 FEET; THENCE SOUTH 00°33'16" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 1247.62 FEET; THENCE NORTH 89°31'05" WEST ALONG A LINE 75.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 686.27 FEET; THENCE NORTH 00°34'59" EAST, FOR A DISTANCE OF 1221.76 FEET; NORTHEAST 1/4 FOR A DISTANCE OF 632.12 FEET; THENCE 00°36'42" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

ORG BK 3397, PG 1895

All public meetings are held at the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department between 8 AM and 5 PM Monday to Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Daily Commercial
May 27, 2025 and June 3, 2025



AGENDA ITEM

Meeting Date	
Tuesday, June 10, 2025	
Agenda Item Name	
Resolution No. 2025-015R <i>Employee Policy Amendment and Four-10-hour day Work Week Adoption</i>	
Requested Action	
Recommend approval of Resolution No. 2025-015R to amend, restate, and readopt the Employment Policies Manual and compressed "4 Tens" work schedule.	
Staff Report	
Staff proposes that the Employment Policies Manual, which was approved and adopted by the City Council on March 23, 2021, be amended, restated, and readopted with the attached document. The proposed changes are requested to update City policies and practices. The "redline" document shows all changes made to the Employment Policies Manual. The following are highlights of such changes: • 3.2 Tuition Assistance/Reimbursement – Increases tuition reimbursement to \$1,500. • 4.5A2 Exempt Employees – Requires 5 hours of leave for ½ day for exempt employees (was previously 4 hours for 8-hour employees). • 4.2 - Timekeeping - Clarifies the existing practice of rounding clock-in and clock-out time related to non-exempt employees. • 4.7 - Call-Out Pay - Language clarifies that call-out pay will be defined specifically in either the Holiday Leave section or the Storm Leave section as applicable. The amount of pay for working during those times is not proposed to change (it will remain at 1.5x if working on a holiday or 2.5x if working during a declared storm). • 4.8 Working out of Class (WOC) Pay – Clarifies this applies to employees working in an <u>existing</u> job class, allows WOC pay to be for employees working in a director-level capacity, limits WOC pay to 30 days, and requires re-evaluation after 30 days. • 4.9D Storm Deployment - Creates policy language for current practice. The City of Clermont participates in the Statewide Mutual Aid system. This system provides for the movement of local government resources throughout the state during times of disasters to assist other government agencies (e.g. police officers, firefighters). Employees who participate in this system may be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response. This policy requires that portal-to-portal pay be approved by the City Manager. • 5.2 Holiday Leave – Removes the 4th Friday in November as a holiday to accommodate the new 4-10 schedule effective 9/1/25. Allows for 10-hour holiday pay for non-union employees who work 10-hour days. It includes language that clarifies that non-union employees who are required to work on the day after Thanksgiving are eligible for 1.5x their annual rate of pay. Gives the City Manager discretion on setting which day to observe the holiday if it falls on a Friday, Saturday, or Sunday and requires the holiday schedule be determined by Fall of the prior year. • 5.3 Personal Days – Adds another personal day effective 9/1/25 (for a total of 3 personal days). • 5.10 Injury Leave – Clarifies Day 1 of injury when seeking treatment is considered work time (per FLSA). Removes the 40-hour threshold and limits injury leave to when the employee begins receiving 66 2/3% of their pay from the workers' compensation provider (e.g., Florida League of Cities). • 5.14 Bereavement Leave – Adds a child that is stillborn and grandparents-in-law as eligible family members. Effective 9/1/25, non-union employees who work a 10-hour shift may be granted up to thirty (30) hours of bereavement leave. • 6.5 Performance Evaluations – Adds language to match our current process.	

- **6.7 Demotions and 6.10 Termination for Misconduct** – Removes the appeal process of a demotion, suspension, or termination.
- **6.10 A Voluntary Resignation** – Removes the ability for employees to use their accrued leave in lieu of the required 2-week notice period.
- **6.13 Employee Grievance Procedure** – Removes Grievance Procedure, adds a new process called “Special Review of Protected Conduct”, outlining circumstances when an employee can request a review (after a suspension, demotion, or termination) and lists the protected conduct

Compressed Workweek Schedule:

The staff are recommending a new schedule for City Hall and City Administration facilities, including Fire Administration and Police Administration, to be open from 7am to 6pm Monday through Thursday and closed on Fridays. The new schedule would mean administration employees in those facilities would also work four (4) ten (10) hour days from Monday through Thursday. Additionally, Public Services staff would also move to the 4/10 schedule, ensuring city operations remained open and available the same as currently. Services such as online and mail slot drop off for utility payment as well as building inspections will still be available to our residents and customers on Fridays. If approved, the (4) ten (10) schedule would be implemented starting September 1, 2025.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | 2025-015R - Employee Policies Manual Amendments | 2025-015R - Employee Policies Manual Amendments.pdf |
| 2. | CHAPTERS 1 - 6 REDLINE 6 10 2025 | CHAPTERS 1 - 6 REDLINE 6 10 2025.pdf |
| 3. | CHAPTERS 1 - 6 FINAL 6 10 2025 | CHAPTERS 1 - 6 FINAL 6 10 2025.pdf |



CITY OF CLERMONT
RESOLUTION NO. 2025-015R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING, RESTATING, AND READOPTING THE EMPLOYMENT POLICIES MANUAL IN IT'S ENTIRTY; PROVIDING FOR SEVERABILITY, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Clermont City Council has determined that it is in the best interest of the City of Clermont, that changes be made to the Personnel Policy.

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

SECTION 1:

The City Council of the City of Clermont does hereby adopt the Employment Policies Manual as set forth in Attachment A, attached hereto and incorporated herein and attached to this Resolution; and

SECTION 2: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.

SECTION 3: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2025-015R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 10th day of June, 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

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Employee Acknowledgement of Receipt Employment Policies Manual

This will acknowledge that I have received my copy of the City of Clermont (City) Employment Policies Manual.

I understand that the official version of the City's Employment Policies Manual (manual) will be maintained in electronic form in the Human Resources Collective Folder.

I understand that this manual represents City policies, does not create a contract of employment, and that the City may make changes in it from time to time.

I understand that I have the right to terminate my employment at any time with or without cause, and that the City has the same right.

I agree to comply with all policies, procedures, and practices now or hereafter adopted by the City.

I understand that this acknowledgment will become a part of my official employee file.

Chapter 1 General

1.1 Administration

A. Purpose

This manual was prepared to establish consistent equitable policies for City employment, and to acquaint new personnel with the policies and regulations of the City of Clermont (City). This Employment Policies Manual (manual) was adopted by the City Council by Resolution No. #2017-61 on December 12, 2017. This manual is not an expressed or implied contract, nor does it create any legally enforceable obligations on the part of the City of Clermont or its employees.

B. Scope

This manual shall apply to all employees of the City of Clermont with the exception of temporary employees, the Mayor and Council Members. Certain provisions may not be applicable to all employees, such as part-time and probationary employees, and such areas shall be noted. If any provisions of these policies conflict with an existing provision of an approved labor agreement between the City and a registered bargaining unit, the labor agreement will prevail in regard to employees in the bargaining unit covered by that agreement.

C. City Control, Responsibilities and Authority

The City is governed by the Council-Manager plan of government. Clermont residents elect the City Council. The City Council appoints, directs and evaluates the City Manager. The City Council establishes policies and procedures related to education, training, operations, services, and maintenance of the City. The City Council has the responsibility for requiring effective administrative action through the City Manager. The City Manager and his/her administration reserve the right to reprimand, suspend, discharge or otherwise discipline employees for cause; to hire, promote, transfer, layoff and recall employees to work; to determine the number of employees and the duties to be performed; to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment and other property of the City; to determine the number, location and operation of departments, and all other units of the City, the assignment of work, the qualifications required and the size and composition of the work force; and

to otherwise generally manage the City, attain and maintain full operating efficiency and optimum service, and direct the workforce in accordance with the needs and requirements of the City.

The City Manager, under the policy direction of the City Council, shall be primarily responsible for the overall administration of City employment policies and procedures. However, the department director shall be responsible for ensuring that the employment policies and procedures are carried out day-by-day in their department.

D. Employment at Will

Within the limits of any constitutional or statutory limitations applicable, employment with the City is considered “at will” and may be ended either by the employee or by the City at any time with or without cause. It is the City’s policy to treat employees fairly and consistently, and the City has established guidelines for disciplinary action and performance improvement which provide the employee an opportunity to address and respond to issues of discipline or performance. However, publication or use of these guidelines should not be interpreted as to create a guarantee of employment or an expectation of continued employment.

E. Employment Policies Manual Revisions

Revisions to the Employment Policies Manual may from time to time be proposed and approved by the City Council. A copy of this policy will be made available to all City employees. Any deviation from this policy will be made only by the City Manager, in writing, to the department director of the employee or department affected.

F. Department Rules

Department directors are authorized to promulgate rules additional and supplemental to this manual provided they are not in conflict with the regulations herein. All such rules shall be approvable, amendable and revocable by the City Manager.

1.2 Employee Conduct

A. Employee Courtesy

All employees shall render courteous service to the public. The attitude of a City employee should at all times promote the good will and favorable attitude of the public toward the City, administration, and its programs.

B. Telephone Usage

City telephones are for City business. Long distance calls are to be made only by employees authorized by the responsible department director. Excessive personal telephone use will not be permitted and may be cause for a reprimand.

Employees shall not operate a vehicle while wearing a headset, headphones, or other listening device, other than a hearing aid or instrument for the improvement of defective hearing. The only exception to using a headset is when the employee is communicating as described below, and the sound is provided through one ear and allows surrounding sounds to be heard with the other ear.

Employees are prohibited from using any telephonic or communication device without a Bluetooth or other hands-free device unless specifically approved by the City Manager (or designee/department director), while operating any City-owned or leased vehicle, apparatus, machinery, or equipment. In addition, employees are responsible for ensuring that use of any electronic device does not cause distraction (i.e., texting, fiddling with the device, taking eyes off the road, and participating in conversations that may interfere with the driver's ability to drive safely).

C. Lunch Period

Employee lunch periods will be determined by the department director as required for efficient departmental functions.

D. Conflict of Interest and Ethics

All employees are subject to and required to act in full compliance with Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees.

E. Solicitation

Solicitation during working hours on City property or in public areas by any City employee or by non-employees is prohibited. Bulletin boards are City property and materials posted thereon must be approved by the City Manager or a department director. There shall be no distribution of literature during working hours or on City property without permission of the City Manager. Examples of solicitations for purposes of this rule include, but are not limited to: solicitations for magazines or periodical subscriptions, memberships in organizations, and solicitations for political contributions. Examples of distributions for purposes of this rule include, but are not limited to: applications for memberships in organizations,

political literature, subscription forms and informational bulletins. Exceptions to the solicitation policy must be approved by the City Manager.

F. Gifts and Gratuities

1. No employee shall accept gifts, gratuities, or loans from organizations, business concerns or individuals with whom he/she has official relationships on City business. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, or to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions.
2. No employee shall solicit contributions from another employee for a gift to an employee in a superior official position nor shall such superior accept a gift presented as a contribution from employees receiving less salary than himself/herself. The foregoing, does not, however, prohibit a voluntary gift of nominal value when made on a special occasion.
3. No person seeking appointment to, promotion or transfer with the City shall either directly or indirectly give, render or pay any money, service or other thing of value to any person in connection with an appointment, promotion, or transfer or a proposed appointment, promotion or transfer. This prohibition is not intended to prevent payment to a legitimate employment agency.

G. Outside Employment

1. Outside employment is any paid employment performed by an employee in addition to his/her employment with the City and is subject to approval as set forth herein. The following criteria will apply to outside employment:
 - a. Such employment shall not cause the employee to be late to work, to leave early, to be unavailable for work beyond normal duty hours, or cause any reduction in the employee's efficiency when on duty with the City.
 - b. Such employment shall not involve a conflict of interest or conflict with the employee's duties.
 - c. Such employment shall not involve the performance of duties which the employee should perform as part of his/her job with the City.
 - d. The nature of the outside employment shall not be such as to bring

discredit or embarrassment on the City.

- e. Outside employment shall not occur during assigned working hours unless the employee is on approved leave.

~~f. Outside duties, trade, business or profession shall not require regulation or inspection by the City.~~

- 2. Any employee wishing to engage in outside employment must submit a request in writing to his/her department director using the related approval request form. The request should outline in detail the duties to be performed and the amount of time, stating specific hours to be devoted to these duties. Department directors shall immediately notify the City Manager of outside employment requests prior to approving the request. Once the City Manager has reviewed, the Department directors are subsequently authorized to formally approve outside employment consistent with the guidelines above. Department directors are also authorized to direct an employee to discontinue outside employment, at any time, if it is later found to be inconsistent with the guidelines. Approval request forms are retained in the employee personnel file.

H. Payments of Financial Obligations

Every employee is expected to pay just debts and financial obligations, particularly those directed by court order. The City is neither a collection agency nor an arbiter when the validity of a debt is questioned.

I. Drug Free Workplace

The City is committed to maintaining a workplace that is free from the presence and effects of drugs and/or alcohol, providing the highest level of service to its citizens, and minimizing the risk of incidents and injuries.

- 1. The City prohibits employees from using, selling, dispensing, distributing, possessing, or manufacturing illegal drugs and/or alcoholic beverages while on City premises, work sites, or in a City vehicle. In addition, employees are prohibited from off premise use of alcohol and possession, use, and/or sale of illegal/prescription drugs, when such activities adversely affect job performance, job safety, or interferes with the City's ability to carry out its mission.
- 2. As a term and condition of employment, employees must refrain from taking drugs/alcohol that impair performance or are illegal on or off the job.

3. Employees must notify their supervisor if they have been prescribed a drug for a medical or other condition which could impair their ability to perform their job. If it is determined that the employee is unable to perform his/her job due to impairment caused by the medication, the employee should apply for appropriate leave and discuss the situation with his/her supervisor.
4. Pursuant to the City's expectation of employee conduct and Drug Free Workplace regulations, the City conducts drug and/or alcohol tests for the following reasons: pre-employment, reasonable suspicion, post-incidents, routine fitness for duty, random, and follow-up.
5. Employees and/or supervisors shall report immediately (during that working shift) to their department director and/or Human Resources Director any action by any employee who demonstrates an unusual behavior pattern. An employee believed to be under the influence of drugs and/or alcohol will be required to submit to a drug and/or alcohol test.
6. An employee will be subject to corrective action, up to and including termination, for violation of this policy.
7. The City Manager shall establish procedures to implement this policy.

J. Political Activity

1. Every employee shall have the right to express freely his/her views as a citizen and to cast his/her vote.
2. Coercion for political purposes of and by employees and use of their positions for political purposes is prohibited.
 - a. No employee or official of the City shall, directly or indirectly, coerce, attempt to coerce, or advise an employee to pay, lend, or contribute anything of value to a party, committee, organization, agency or person for political purposes.
 - b. No employee or official of the City shall use City resources of any kind, including, but not limited to, the City logo or City equipment, or official authority or influence, for the purpose of interfering with or affecting the result of an election or a nomination for office.
3. Participation in partisan political activity by employees shall be permitted to the extent as provided under the Federal Hatch Political

Activities Act, as amended, and any subsequent amendments which may be made thereto. However, at no time shall any such activities be permitted by an employee in a City uniform.

4. Any employee who is not subject to the Hatch Act shall be granted a leave of absence not to exceed four (4) months for the purpose of seeking an elective public office in an election. During the leave of absence, the employee shall use accrued annual leave, compensatory leave or personal days prior to going in an unpaid status. Unless otherwise provided by law, if a City employee is elected to City of Clermont office, he/she shall at the time of taking office, resign in good standing from City service.
5. Partisan political discussions and partisan political activities by employees are prohibited during on-duty hours.
6. Any person violating the provision of this section may be subject to termination by the City Manager.

K. Use of City Property

1. The City attempts to provide each employee with adequate tools, equipment and vehicles for the job being performed and expects each employee to observe courteous and safe operation of vehicles and equipment in compliance with all municipal, county and state vehicular regulations.
2. Employees who are assigned tools, equipment or vehicles by their departments are responsible for them and their proper use and maintenance.
3. The use of City property, material, supplies, tools, equipment or vehicles for personal or private business use is prohibited, unless approved by employment agreement or by the City Manager. Violations may result in termination and possible prosecution.

L. E-Mail / Internet Usage / Artificial Intelligence

1. E-Mail and internet services are provided to employees for the purpose of conducting their job duties in the most efficient manner possible and are not intended for personal use. All electronic communications generated by employees with City equipment, or stored on City equipment, are the property of the City and therefore not considered private and may be considered public records subject to disclosure in accordance with Florida Law.

2. Employees are prohibited from using the City's e-mail and internet system to transmit or receive any improper communication, including but not limited to inappropriate comments or jokes, cartoons, or any other communication which is political, derogatory, vulgar, obscene, offensive or sexually explicit.
3. The City will periodically access and monitor communications and files on the City's e-mail/internet system as deemed to be necessary or appropriate in the enforcement of the acceptable use of City equipment and systems.
4. Employees who use the City's e-mail/internet system inappropriately or illegally are subject to discipline up to and including termination and civil or criminal prosecution, if deemed appropriate.
5. The city recognizes the use of third-party or publicly available GenAI tools (AI, artificial intelligence), including ChatGPT, Google Bard, DALL-E, Midjourney, Microsoft Copilot and other similar applications that mimic human intelligence to generate answers, work product, or perform certain tasks. To assist employees in making responsible decisions about the use of artificial intelligence, the following guidelines for the appropriate use of AI have been established:

a. Employees must:

- Understand that GenAI tools may be useful but are not a substitute for human judgment and creativity.
- Understand that many GenAI tools are prone to "hallucinations," false answers or information, or information that is stale, and therefore responses must always be carefully verified by a human.
- Treat every bit of information an employee provides to a GenAI tool as if it will go viral on the Internet, attributed to the employee or the City, regardless of the settings selected within the tool (or the assurances made by its creators).
- Inform their supervisor when they have used a GenAI tool to help perform a task.
- Verify that any response from a GenAI tool that they intend to rely on or use is accurate, appropriate, not biased, not a violation of any other individual or entity's intellectual property or privacy, and consistent with City policies and applicable laws.

b. Employees must NOT:

- Represent work generated by a GenAI tool as being their own original work.
- Use GenAI tools to make or help make employment

decisions about applicants or employees, including recruitment, hiring, retention, promotions, transfers, performance monitoring, discipline, demotion, or terminations.

- Upload or input any confidential, proprietary, or sensitive City information into any GenAI tool (e.g., passwords and other credentials, protected health information, personnel material, Confidential/Sensitive information, or any other information that might be harmful to the City if disclosed).
- Upload or input any personal information (names, addresses, likenesses, etc.) about any person into any GenAI tool.
- Integrate any GenAI tool with internal city software without first receiving specific written permission from their supervisor and the IT Department.
- Use GenAI tools other than those on the approved list from the IT Department. Malicious chatbots can be designed to steal or convince you to divulge information.

M. Valid Driver's License

1. All operators of City vehicles and equipment are required to have a valid State of Florida operator's or commercial license, as applicable, and shall immediately notify their supervisor of any change in status to their license. Certain job classifications require a commercial license as a condition of employment.
2. Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or equipment operator may result in a demotion or termination.
3. Motor vehicle reports will be requested annually for all employees who are authorized to drive a City vehicle or their own vehicle while conducting City business. In certain circumstances when an employee is deemed a "high risk driver", the motor vehicle report will be monitored every six (6) months for a period of two (2) years. If an employee's annual Motor Vehicle Report reveals a suspended or revoked driver's license or a driving record that demonstrates repeated offenses and flagrant disregard for traffic laws, the employee will not be allowed to drive a vehicle while conducting City business. If these restrictions create a hardship for the City, the employee will be transferred or demoted to a position which does not require driving and for which the employee is otherwise qualified. If no position is available, the employee will be terminated from employment.

N. Safety

It is the policy of the City to maintain a work environment for all employees that is both healthy and safe. A separate safety manual sets forth the safety procedures and practices expected of all City employees.

O. Harassment

It is the policy of the City to maintain a work environment for all employees which is free of conduct which can be considered harassing, coercive or disruptive. The City has adopted a separate policy that sets forth guidelines for dealing with harassment in the workplace.

P. Sexual Misconduct

It is the policy of the City to maintain a work environment for all employees which is free of any form of sexual misconduct, including actual, attempted or threatened sexual assault, sexual abuse, sexual exploitation, indecent or sexual solicitation, or public indecency, as defined by state and local laws. The City has adopted a separate policy that sets forth guidelines for dealing with sexual misconduct in the workplace.

Q. Dress/Appearance

The City expects all employees to dress in a manner which is appropriate for the type of work performed and have a neat and orderly appearance. A separate policy has been adopted that sets forth guidelines for dealing with appropriate dress and appearance.

R. Fraternization

The City strongly discourages, but does not prohibit, consensual romantic or espousal-like relationships between co-workers or between employees and contractors or others doing business with the City. However, the City recognizes its responsibility to caution employees of the potential problems posed by such relationships. These problems include conflicts of interest, interference with the productivity of co-workers, and potential charges of harassment.

It is the obligation of all affected employees to immediately advise their department director when such a relationship exists so that the effect, if any, of the relationship on City operations may be fully evaluated and appropriate action taken. Should a conflict of interest exist, or there is a strong likelihood that one will arise, the City shall consider action which protects the interests of the City. In no case, may one individual have any supervision over the other nor may one individual be subject to learning

confidential information about the other. City action to prevent or address such possible work-related problems may include re-assignment of one member to another department, division or location (if a suitable vacancy exists). If no suitable arrangements can be made, one individual will need to resign their position.

S. Social Media

The City understands that social media can be a fun and rewarding manner to share information and opinions with family and friends, however the use of social media also presents certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about the use of social media, the following guidelines for the appropriate use of social media have been established.

The City's policy is that employees are to be thoughtful in all their communications and dealings with others, including email and social media used both personally and through the course of City work. Only those employees specifically designated to do so, may post to and maintain the City's social media sites.

Social media includes all means of communications or posting information or content of any sort on the Internet, an employee's own or someone else's web log or blog, personal website, social networking (Facebook, Twitter and the like) or affinity web site, web bulletin board or chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

A public blog is not an approved venue to communicate internal City policies nor for employees to air opinions, disputes, or grievances that are City-related. Work-related complaints are more likely to be resolved by speaking directly with co-workers or by utilizing the city's open door policy/practice, than by posting complaints to a social media outlet.

When acting or appearing to act as a representative of the City or identifying oneself as an agent or employee of the City, either overtly or by inference, an employee shall never harass, threaten, libel, or defame fellow professionals, employees, citizens, customers or anyone else.

To assist in making responsible decisions about the use of social media, the following guidelines apply:

1. Know and follow the rules
 - a. Carefully read the City's policies, particularly the Standards of Conduct where expectations and regulations regarding ethics,

information, discrimination and harassment can be found. If any aspect of the policy is unclear, consult Human Resources for clarification.

- b. Ensure social media postings align with City policies.

2. Be respectful

- a. Always be fair and courteous to fellow employees, officials, volunteers, citizens, customers, vendors and others who work or serve on behalf of the City.
- b. Avoid offensive posts of statements, photographs, and video or audio that could reasonably be viewed as malicious, obscene, threatening, intimidating, that disparage others (including employees, customers, vendors or City partners) or discriminatory or might constitute harassment, bullying, or contribute to a hostile work environment. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy.

3. Be honest and accurate

- a. Always be honest and accurate when posting information or news. If a posting mistake is made, correct it quickly. Never post any information or rumors known to be false about the City, employees, customers, vendors or City partners.

4. Employees shall not post any material that is privileged property of the City.

5. Employees shall comply with confidentiality, financial disclosure, and other similar laws.

6. Employees shall not create a link from a personal blog, website or other social networking site to a City website without advance approval of the City. Approval must be granted by either the City Manager, the Communications Director, or a department director.

7. Employees shall express only personal opinions; make clear that personal views do not in any way represent the views of the City, its officials, employees, volunteers and other affiliates. Unless specifically authorized by the City Manager, under no circumstances shall an employee post any information or news that suggests, portrays or states, in any manner, that the employee is an authorized

representative or spokesperson for the City.

8. Employees shall not use in any manner in any picture, video or image any equipment or item containing or depicting any identifying mark or logo of the City without prior approval by the City Manager.
9. Using social media at work
 - a. Refrain from using social media while on City work time and on City provided equipment, unless authorized by the department director as work-related.
 - b. Do not use the City's email address to register on social networks, blogs, or other online tools utilized for personal use.

Employees are solely responsible for what they post online. Violation of this policy (including conduct that adversely affects job performance, the performance of employees, customers, vendors, City partners or legitimate City business interests) may be considered grounds for discipline, up to and including termination.

Retaliation or taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in a related investigation is prohibited and will be subject to disciplinary action up to and including termination.

Employees should not speak to the media on behalf of the City without contacting the Communications Director. All media inquiries should be directed to the City Manager, Communications Director or a department director.

Nothing in this policy prohibits or is intended to prohibit employees from discussing their terms and conditions of employment, which includes wages and working conditions. Additionally, this policy is not intended and will not be applied in any way that interferes with employees' exercise of their rights under local, state or federal laws.

T. Identification Badges

Employees are issued identification badges and shall wear them while at work and/or conducting City business.

1.3 Definitions

- A. Administration – The City Manager, department directors and supervisory employees.

- B. Appointment – Initial employment in the City service.
- C. Break in Service – Any absence from work through voluntary or involuntary termination for any cause. Leaves granted for appropriate reasons will not count as a break in service.
- D. Demotion – A voluntary or involuntary change from a higher to a lower pay grade or position with resulting decrease in salary.
- E. Educational Leave – Authorized absence (without pay) for training purposes.
- F. Leave without Pay – Authorized absence without pay.
- G. May – The word “may” shall be interpreted as permissive.
- H. Military Leave – Authorized absence of employee for active military duty.
- I. Overtime Pay – The compensation made for the work done in excess of the normal work period.
- J. Position and/or Employee Type –
 - 1. Benefits Eligible – Employees/positions designated to work a minimum of thirty-two (32) hours per workweek.
 - 2. Full-Time – Positions designated to work forty (40) hours per workweek or otherwise designated for firefighters and police officers.
 - 3. General Employee – An employee that is not a police officer or firefighter.
 - 4. Reduced Hour – Positions designated to work a minimum of thirty-two (32) hours and less than forty (40) hours per workweek.
 - 5. Part-Time – Positions designated to work up to and including twenty-five (25) hours per workweek.
 - 6. Seasonal – Positions designated to work on a seasonal basis. Employment terminates upon completion of the seasonal duties for which they were hired.
 - 7. Limited Duration – Positions that are specifically approved by the City Manager for an indefinite period of time; usually not to exceed six (6) months.

8. Temporary – Individuals who are employees of temporary labor agencies.
 9. Probationary Employee – Non-management employees who have not successfully completed the period of probation established for their position.
 10. Regular Employee – Non-management full-time or reduced hour employees who have satisfactorily completed the period of probation established for their position.
 11. Management Employees – Department directors and any other at-will employees designated in writing to serve at the will and discretion of the City Manager.
 12. Special Events – ~~For non-union employees, s~~Special events are defined as those events included in the Special Events list maintained by Parks & Recreation on the Recreation Collective folder. in which a permit is required for activities/special events and for reserved use of city facilities. ~~Special Events are temporary assemblies held on regulated property within the City of Clermont and shall include, but not be limited to, any ceremony, exhibition, show, concert, pageant, rally, private entertainment events, seasons holiday sales, professional performances, concerts, parades, street dances, sporting events, festivals, competitions, art shows, runs/races/walks or assembly which is likely to attract participation of more than two hundred fifty (250) and any event where fireworks shall be used, exploded or displayed. This definition shall be extended to events, which are city sponsored requiring city staffing.~~ The department director or designee will review the impact of each of these events and shall determine if staffing is needed.
- K. Promotion – Advancement from a lower to a higher grade or progression.
- L. Reappointment/Rehire – Appointment of an individual who has had previous service with the City.
- M. Reclassification - Revision of a job description resulting in significant changes to the essential job functions.
- N. Reduction in Force – Involuntary separation resulting from curtailment of work.
- O. O. Resignation – Voluntary separation from employment.

~~Q.P.~~ Retirement is defined as having met the age and years of service as defined by the plan documents for either the general employee defined contribution plan, or the police and fire defined benefit (pension) plan.

P. Shall – The word “shall” shall be interpreted as mandatory.

Q. Suspension – Discontinuance of duties with or without pay.

R. Termination – Involuntary sSeparation from employment.

S. Transfer – Change from one position to another within the same paygrade

T. Workweek – The minimum number of hours regularly scheduled to be worked during any seven (7) consecutive days.

Chapter 2

Employment Practices

2.1 Equal Employment Opportunity

In accordance with federal, state, and local laws, the City of Clermont is committed to maintaining a workforce and work environment that is free of unlawful discrimination including harassment, on the basis of race, color, national origin, sex, religion, disability, age, sexual orientation, gender identity, marital, veteran, pregnancy status, genetic information, or any other status protected by applicable law.

The prohibition against employment discrimination and harassment may extend to conduct that employees are subjected to from vendors, contractors, customers, [volunteers](#) or others who enter the workplace. The City of Clermont is committed to complying with all applicable federal, state, and local civil rights laws pertaining to employment practices.

The City makes reasonable accommodations for qualified individuals with disabilities unless doing so would result in an undue hardship to the City. This policy governs all aspects of employment, including recruitment, selection, hiring, job assessment, promotion, transfer, training, compensation, discipline, termination, and benefits.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring such issues to the attention of the immediate supervisor, department director, Human Resources Director, or City Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

2.2 Recruitment

The City of Clermont is committed to ensuring that the recruitment and selection process is fair, open, and transparent and shall comply with all relevant legislation. Employment shall be offered based on each candidate's knowledge, skills and abilities for the vacancy.

All vacant positions must be advertised to ensure the most qualified and suitable candidate is selected. At the department director's discretion, the advertising may be internal and/or external. External advertising may be placed in various media outlets depending on the nature of the position. [Internal advertising will be communicated to all employees via City email and posted on the City's intranet.](#)

2.3 Application

Applicants seeking employment with the City must file a completed employment application provided by the City.

Fraudulent conduct or false or omitted statements of fact by an applicant shall be deemed cause for exclusion of the applicant from consideration for the position or termination from City employment. Applicants will be prohibited from applying for an employment opportunity with the City for a period of one calendar year from the time that the false statement is made.

2.4 Selection

A. Screening

As determined by the City Manager, the selection process may include one or more or all of the following: oral interviews, evaluation of experience and training, reference checks, written examinations, and performance tests.

At the hiring manager and department director's discretion, interviews may include: phone-screenings, direct one-on-one, and panel interviews. Hiring managers may decide to end an interview prematurely if the candidate is acting in an unprofessional manner that is not in line within the city's employee conduct policy.

B. Pre-Employment Background Investigation

It is the policy of the City that as a condition of employment, all employees and volunteers must successfully complete a background investigation. A comprehensive background check is conducted on selected candidates as appropriate for the position, which may include but not be limited to criminal, driving, employment history, education, professional licenses/certifications, and references. Credit checks, when deemed appropriate, are conducted in accordance with the provisions of the Fair Credit Reporting Act.

Selected candidates shall not begin work until the candidate meets all background requirements, and for applicable positions this shall include pre-employment physical and testing. The City Manager shall establish procedures to implement this policy.

C. Pre-Employment Drug Testing

It is the policy of the City that all candidates for specific positions (as deemed applicable) must successfully pass a drug test that screens for

the presence of illegal drugs/alcohol. The City has adopted a policy herein and a separate procedure regarding drug testing. The City will schedule and pay the full cost of the standard pre-employment drug testing.

Documentation of the successful completion of the pre-employment drug testing shall be maintained on file in Human Resources and in the personnel file if applicable.

D. Pre-Employment Physical Examination

It is the policy of the City that all candidates identified for specific positions and volunteers (as deemed ~~applicable~~ appropriate) must successfully pass a pre-employment physical examination. The City has adopted a separate procedure regarding the pre-employment physical examination process. The City will schedule and pay the full cost of the standard pre-employment physical examination.

Documentation of the successful completion of the pre-employment physical examination shall be maintained on file in Human Resources.

E. Qualified Applicants

The City Manager or his/her designee (Human Resources along with the hiring department) shall categorize those persons eligible for a position as being qualified. The City Manager or his/her designee (department director) shall make the selection from such persons.

F. Nepotism

No City official, department director, or supervisor may appoint, employ, promote, advance or be influential in any way in the employment of any individual who is a relative of the City official, department director, or supervisor. Further, no relative of an employee may be hired by the City to fill a position which would cause the current employee to either have jurisdiction over or be subject to the jurisdiction of the relative. For the purposes of this section only, relative means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

G. Employment Laws

All applicable federal, state and local laws pertaining to employment practices will be complied within the City's employment procedures.

H. Age Requirements

Applicants for full-time employment must be 18 years of age or older, with the exception of police officer candidates who must be 20119 years of age or older. Persons who have reached their 16th birthday may be considered for seasonal part-time employment within the limits of state and federal laws.

I. Veterans' Preference

The City shall comply with Florida Statute 295.07 which requires that Veteran's Preference and special consideration be given to all eligible veterans and eligible spouses of veterans at each step of the employment selection process, if the minimum qualifications are met. This includes preference and priority in appointment, retention, reinstatement, reemployment and promotion, except those that are exempt, including but not limited to heads of departments, policymakers and/or managers, or persons employed on a temporary basis without benefits. An applicant who meets the criteria for receiving Veteran's Preference must submit the appropriate documentation at the time of application or within five (5) business days of employer notification. to substantiate the claim.

J. Internship/Volunteer Opportunities

Current employees are prohibited from participating in City internship/volunteer opportunities. Employees are not prohibited from volunteering for city-affiliated organizations (e.g., Historical Society member) provided they are not in positions requiring voting or serving as board members or officers. Employees who are volunteering with a city-affiliated organization are required to disclose it to the Human Resources Department. Details of the internship and volunteer programs have been adopted in separate procedures.

Chapter 3

Educational Leave & Tuition Assistance

The City encourages employees to attend educational conferences and to take self-improvement and job improvement courses which are related to their work and potential growth within their field/department. Additional educational training will be one measure used in making recommendations for advancement and promotion.

3.1 Educational Leave

If an employee is interested in pursuing further education that requires time out of work, and it is in the city's interest, unpaid educational leave may be granted.

Educational leave is defined to be authorized leave without pay, to attend a college, university or other institution of higher education which offers academic curricula leading to a degree or degrees. The decision to grant educational leave shall be based on the City's need for an employee to have additional skills and knowledge in order to improve the employee's job performance or potential growth within the employee's field/department.

Educational leave is available to employees enrolled full-time or part-time in an institution of higher education.

All benefits eligible employees who have successfully completed probation may be entitled to educational leave.

Educational leave shall be limited to a period of twelve months, except that with the approval of the City Manager such leave may be extended six months.

Employees requesting leave are obligated to return to work within or at the end of the time granted. An employee who chooses not to return to work shall notify the supervisor immediately. Failure to report back to work at the expiration of the educational leave shall constitute the employee's resignation except in the case of an extension of such leave.

Employees attending educational courses required by their department director shall be granted leave with pay. Should a required course be scheduled at some time other than the employee's normal working hours, the employee shall be given time off to compensate for the hours required to complete the course or paid for the hours at the regular pay rate approved by the department director.

3.2 Tuition Assistance/Reimbursement

The purpose of this program is to reimburse non-probationary benefits-eligible employees for courses in an applicable degree seeking program. Tuition reimbursement is available to benefits eligible employees for courses 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 within the City. The course must be approved by the department director, HR director and City Manager prior to enrolling in the course and is subject to budgetary constraints. Tuition assistance will not be paid prior to the successful completion of an approved course. No blanket approval of courses or programs will be granted. Only specific courses taken through a nationally or regionally accredited institution for a specific semester will be approved. The City will reimburse employees for the cost of tuition, books and fees based on state college/university rates up to a maximum of one thousand dollars (\$1,500) per fiscal year in which the class ended in accordance with the following schedule:~~The City will reimburse employees for the cost of tuition, books and fees based on state college/university rates up to a maximum of one thousand dollars (\$1,000) per fiscal year in accordance with the following schedule:~~

100% for attaining a final grade of "A"

75% for attaining a final grade of "B"

50% for attaining a final grade of "C"

If the course grading system is pass/fail, the City will pay 75% for a "pass" and 0% for a "fail".

As a part of applying for tuition assistance, an employee must agree in writing that if he/she ceases to be employed by the City for whatever reason within one year of receiving tuition reimbursement, he/she will reimburse the City the total amount received toward any course(s) taken within the year prior to termination.

Reimbursement will be paid by check to the employee upon presentation of a final grade report and receipts for any tuition, books and fees paid.

Chapter 4 Compensation/Salary Administration

4.1 Compensation Approval Authority

The compensation/salary of each position within the City shall be determined by the position pay & classification-system schedule. The salary of all employees at the time of employment, as well as increases or decreases shall be approved by the City Manager.

Employees are paid on a biweekly basis via direct deposit into their personal accounts. Paystub records are available to all employees on their Employee Self Service account. It is the employees' responsibility to review their paychecks.

~~The City Manager, under the policy direction of the City Council, shall be primarily responsible for the overall administration of City employment policies and procedures. However, the department director shall be responsible for ensuring that the employment policies and procedures are carried out day by day in their department.~~

4.2 Timekeeping

Accurately reporting time worked is the responsibility of all employees. The City of Clermont must keep an accurate record of time worked to calculate employee pay and benefits. New employees are required to attend a timekeeping training conducted by the City's Finance department. Non-exempt employees are responsible for understanding and following the rounding guidelines. Clocking in or out on the hour through seven (7) minutes before or after will result in rounding to the hour. For example 7:53 am will be rounded to 8:00 am and 8:07 am will be rounded down to 8:00 am. Clocking in or out past the seven (7) minute windows will result in rounding the employee's time to the nearest quarter hour. For example, 7:50 am will round down to 7:45 am and 8:08 am will round to 8:15 am. Non-exempt employees are expected to keep rounding to a minimum, generally considered to be -.25 to .25 minutes.

4.23 Merit Pay Increases/Pay Adjustments

Regular, part-time (non-seasonal) and management employees are eligible to receive a merit pay increase based on the overall rating of their annual performance evaluation, and are awarded for overall performance which meets or exceeds position/job expectations. Merit increases or adjustments will only be available if included in the current budget.

Merit pay increases or adjustments shall be within the ranges of the established classification/pay grade and shall not be available to employees who have reached

the maximum of their pay grade, unless specifically approved in the budget. If approved in the budget, employees at the maximum of the pay grade would be eligible for a lump-sum payment equal to their merit increase.

4.34 Incentive Pay

As an incentive for employees to advance their career, incentive pay is available for specific positions. Details of ~~the incentive pay program~~ are outlined in the employee offer letter and reimbursement agreement, and, have been adopted in a separate resolution Collective Bargaining Agreement for union employees.

4.45 Overtime Pay

Overtime work shall be kept at a minimum. However, the requirements of a specific department may make it necessary for an employee to sometimes work beyond his/her regularly scheduled working hours. All overtime work shall be approved by the employee's authorized supervisor. Employees shall be required to work overtime when assigned unless excused by their supervisor.

Employees considered non-exempt in accordance with the Fair Labor Standards Act (FLSA) shall be paid overtime pay for hours worked in excess of their regular work period as follows:

<u>Employee Type</u>	<u>Regular Work Period</u>
8 & 10 Hour	40 hours in a seven (7) day period
12 Hour	84 hours in a fourteen (14) day period
24 Hour	212 hours in a twenty-eight (28) day period

For the purpose of calculating overtime: compensatory leave, sick leave, bereavement leave, annual leave, holiday leave, military leave, jury duty, storm leave, administrative pay and any other absence from work while on paid status will not be considered time worked.

Employees shall not begin work before the beginning of their schedule or continue to work after the end of their schedule without permission.

Off Duty Work Time - Non-exempt employees should not conduct work-related responsibilities, duties or tasks outside of their normal work schedule, however occasionally it may be required that a non-exempt employee must perform certain authorized work duties during off duty hours. Duties may include emergency response activities, making or receiving phone calls, and/or responding to urgent emails. Non-exempt employees should not have City email access on personal cell phones and should keep monitoring/checking email on a City-issued cell phone to a minimum.

Overtime worked shall be compensated at one and one-half (1.5) times the

employee's regular rate of pay as defined in the Fair Labor Standards Act.

Employees who are paid overtime have the choice of receiving payment in the form of cash or compensatory leave. Prior to the start of overtime work, the employee and supervisor shall mutually agree upon the manner in which the overtime work is to be compensated, either in overtime pay or accrual of compensatory leave. Compensatory leave must be provided at a rate of one-and-one-half (1.5) hours for each overtime hour worked and will be credited to the employee at the end of the work period in which the overtime was worked.

It is the responsibility of each immediate supervisor and section/division manager to ensure that accurate records of hours worked, including overtime hours, are maintained.

To the extent operationally feasible, flexible scheduling or other scheduling modification within the workweek will be used to avoid incurring overtime. Flexed time cannot be adjusted between multiple workweeks. Department directors are responsible for ensuring the fair and equitable administration of flexible scheduling.

A. Exempt Employees

The following provisions are established in accordance with the Fair Labor Standards Act:

1. Exempt employees are compensated based on the total job rather than the number of hours worked. As such, exempt employees are expected to allocate whatever amount of time is necessary to accomplish the tasks assigned to them and to successfully execute the duties and responsibilities of the position. Although forty (40) work hours is typically the standard, exempt employees are often required to work extended or irregular hours above the forty (40) hours to perform successfully. Exempt employees do not earn overtime pay for hours worked over and above the standard work schedule.
2. Exempt employees who are absent from the workplace due to personal reasons or sickness for less than a full day but more than half of their scheduled work day are required to use accrued leave (annual, sick, or personal as applicable) for the number of hours equal to half of the work day (e.g., 4-5 hours for an 10-8-hour day). Exempt employees who have exhausted all applicable leave will go into an unpaid status. Exempt employees are not required to use accrued leave for work day absences of less than half of their regularly scheduled hours. For example, if an employee's normal work schedule is 7-8:00 am to 5-6:00 pm and they leave for the day at 12-1:00 ~~am~~ pm for an appointment, the exempt employee must utilize

45 hours of paid time off. If that same employee leaves for their appointment at 12:30 pm, no paid time off will need to be used for that day because they have actively worked more than half of their scheduled work day.

3. Supervisors are responsible for setting work schedules, allowing or denying partial-day absences, optionally requiring that the absences be for the full scheduled day, and for monitoring the performance of exempt employees. Abuse of this privilege and/or substandard job performance by an exempt employee will lead to corrective action, up to and including termination.
4. When an exempt employee's absence is protected under the Family/Medical Leave Act (FMLA), partial day accrual use and FMLA entitlement may be used in increments of fifteen (15) minutes in accordance with the City's FMLA Policy.
5. Employees considered exempt in accordance with the Fair Labor Standards Act (FLSA) are not entitled to overtime pay for hours worked in excess of their regular work period. However, FLSA exempt employees may receive payment for overtime worked under the following conditions:
 - a. A City-wide state of emergency has been declared by the Mayor or in his/her absence the Mayor Pro Tem.
 - b. Only hours worked in excess of fifty (50) hours in a workweek during the City-wide state of emergency period that pertain to the protection of life, property or the effective operation of the City will be paid. (The length of the City-wide emergency period shall be the duration defined in the resolution.) This applies to short duration state of emergencies, less than 30 days, and is not intended for an ongoing state of emergency (e.g. COVID-19 pandemic).
 - c. All overtime paid pertaining to this emergency will be paid at an hourly rate calculated by dividing the employee's normal salary for a pay period by the number of regularly scheduled hours in the pay period.
 - d. This provision applies to all FLSA exempt employees with the exception of the City Manager.
 - e. Deductions from the pay of an exempt employee may be made for suspensions of one or more full days in accordance with the FLSA.

B. Safe Harbor under the FLSA

It is the policy of the City to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that employees are paid properly for all time worked and that no improper deductions are made, employees are responsible for recording all work time in accordance with the provisions provided by the City and for reviewing paychecks promptly to identify and report all errors. Non-exempt employees are prohibited from engaging in off-the-clock or unrecorded work.

Non-exempt employees are responsible for recording actual time worked each day. Hours must be accurately recorded on a time sheet or time tracking system to which employees will have ready access. Each employee must sign his/her time sheet (whether paper or electronic) to verify that the reported hours worked are complete and accurate and that there is not unrecorded or "off-the-clock" work. The time sheet must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. Upon receipt of pay checks, employees should immediately verify that pay was provided appropriately.

Exempt employees will be paid a full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to pay deductions permitted by law, including the following:

1. Full day absences for personal reasons, since the City has a vacation/annual leave accrual program, and partial days in accordance with 4.4 Overtime Pay, Exempt Employees, B.
2. Full day absences for sickness, since the City has a sick leave accrual program, and partial days in accordance with 4.4 Overtime Pay, Exempt Employees, B.
3. FMLA absences (either full or partial day absences).
4. Unpaid disciplinary suspensions of one or more full days for significant infractions or major workplace conduct or safety rules (including those that could cause serious harm to others) set forth in City policies and procedures.
5. The first or last week of employment in the event that an employee works less than a full week.

Employees who have questions regarding deductions from their pay, believe that their wages have been subject to any improper deduction, or believe that pay does

not accurately reflect all hours worked should contact their supervisor immediately. Each report will be appropriately addressed in a timely manner.

Violations will subject the offending employee to corrective action, up to and including termination.

4.56 On-Call Pay

On-call pay shall be paid to employees who are required to remain available to be called in to work on a short notice (as defined in departmental guidelines) if the need arises. Only employees who are specifically required by the department director to be on-call will be compensated.

The standard to which on-call pay is to be paid and the amount to be paid must be authorized by the City Manager in advance.

4.67 Call-Out Pay

Call-out pay applies to a situation where an employee is called to work on off-duty hours (excluding lunch periods) due to an emergency or an urgent situation. Call-out work performed during lunch periods shall be compensated based on actual time worked.

The hours to be paid where an employee is actually called into work shall be actual time with a minimum of two (2) hours. In the event of multiple call-outs, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. If the call-out consists only of telephone calls, the actual time of the call will be paid, without regard to a minimum time.

During workweeks in which there is Holiday Leave or during a declared City-wide state of emergency, the call-out time will be compensated ~~at one and one-half (1.5) times the employee's regular rate of pay~~ based on the applicable policy.

Call-out hours paid will be considered time worked for purposes of overtime calculation in the work period in which the call outs occurred.

4.78 Working Out of Classification Pay

Working out of classification pay shall apply to employees who are required to work in an existing higher job classification ~~(This policy does not apply to employees working in a director level capacity.)~~ The employee must work in the higher job classification for more than the number of days noted in the following schedule in a thirty (30) calendar day period.

<u>Employee Type</u>	<u>Number of Days/Shifts</u>
8 & 10 hour	10
12 hour	7
24 hour	5

The employee's pay rate will be adjusted to the minimum of the higher job classification pay range or by five percent (5%), whichever is greater, for each day/shift worked in the higher job classification, including the qualifying work days/shifts. The employee will remain in their current position and retain their original overtime status. Pay will revert to the previous rate of pay at the end of the temporary assignment. The temporary working out of class pay should not exceed a total of thirty (30) days. If longer duration is necessary, working out of class coverage will be re-evaluated every thirty (30) days.

4.9 Storm or Other Disaster Pay and Leave

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

A. Storm Leave

Employees (except seasonal part-time) directed not to work any scheduled hours due to the storm shall be paid Storm Leave for those total daily hours not worked at their regular hourly pay rate (e.g., 8 hours regularly scheduled, worked 3 hours, storm leave for 5 hours).

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

Hours paid as Storm Leave shall not count toward overtime.

B. Storm Worked Pay

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

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

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

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

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

C. Storm Prep Pay

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

D. Storm Deployment

The City of Clermont participates in the State Wide Mutual Aid system. This system provides for movement of local government resources throughout the state during times of disasters to assist other government agencies (e.g. police officers, firefighters). If approved by the City Manager, employees who participate in this system may be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

4.910 Special Event Pay

Non-exempt employees who work a Special Event which is held outside of their scheduled work hours and who do not qualify for the overtime premium noted in Section 4 shall be paid for all hours worked at 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.

Chapter 5 Leave

5.1 Annual Leave

Annual leave may be used as accrued after the employee has completed six (6) consecutive calendar months of employment. Previous employment with the City will not count towards years of service. Exceptions to this rule include leave approved by the City Manager (or designee/department director) during the employee's recruitment or when an exempt probationary employee has exhausted sick leave and has a documented illness/injury for which the leave is taken.

A. Rate of Accrual

Annual leave shall be credited to benefits eligible employees on a bi-weekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Employee Type</u>		
	<u>8 & 10 Hour</u>	<u>12 Hour</u>	<u>24 Hour</u>
0-4	3.08 hours	3.23 hours	4.61 hours
5-9	3.69 hours	3.85 hours	5.54 hours
10-14	4.61 hours	4.85 hours	6.93 hours
15-19	5.53 hours	5.81 hours	8.31 hours
20 and over	6.15 hours	6.46 hours	9.23 hours

Reduced hour employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

B. Maximum Accumulation

The maximum amount of annual leave that employees not covered by a collective bargaining agreement may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8 & 10 hour	320 hours
12 hour	336 hours
24 hour	400 hours

C. Use of Annual Leave

Annual leave may be taken in quarter-hour increments.

Annual leave may be used for annual wellness related healthcare

provider visits at any time.

Annual leave may be used during absences involving sickness, injury or death, with department director approval, only after those leave benefits are exhausted. All leave must be exhausted prior to going into an unpaid status.

If an employee with approved leave works additional hours during the workweek, it shall be the decision of the employee whether to reduce the amount of leave requested.

Annual Leave requested over 15 days must follow the Leave of Absence approval process.

D. Procedure

An employee who is eligible for vacation may take it at any time agreeable to the employee and supervisor. The employee must complete a Leave Request ~~Form~~.

Each department director, or designee, shall schedule annual leave with particular regard to the seniority of employees, in accordance with operating requirements and, insofar as possible, with the requests of the employees. The method of compiling and scheduling leave requests must be reasonable, fair, consistent, non-discriminatory and comply with departmental and City policies and procedures.

Annual leave shall not be scheduled in such a way that it hinders departmental operations or causes significant understaffing, so as to impact the operation of the department or office.

E. Periods When Annual Leave Shall Not Accrue

When an employee is on any authorized absence, exclusive of annual leave and paid administrative leave, for more than the time period noted in the following schedule, the employee shall be placed in a non-leave earning classification until such time that the employee returns to work:

<u>Employee Type</u>	<u>Time Period Absent</u>
8 & 10 hour	15 consecutive work days
12 hour	12 consecutive shifts
24 hour	7 consecutive shifts

F. Payment of Annual Leave Upon Separation

No employee shall be permitted to forego his/her vacation and receive

pay in lieu of annual leave. Accrued but not used annual leave shall only be paid out when an employee has completed six (6) consecutive months with the City and is separated from the City payroll for any reason.

Prior to any payout being made to an eligible employee, all City property and/or equipment in possession of the employee must be returned to the employee's supervisor or designee, if applicable.

5.2 Holiday Leave

A. The following days shall be observed as official City holidays.

First day of January (New Year's Day)
Third Monday of January (Martin Luther King Day)
Last Monday in May (Memorial Day)
Fourth day of July (Independence Day)
First Monday in September (Labor Day)
Eleventh day of November (Veterans Day)
Fourth Thursday in November (Thanksgiving Day)
~~Fourth Friday in November (Day after Thanksgiving Day)~~
Twenty-fourth day in December (Christmas Eve)
Twenty-fifth day in December (Christmas Day)

B. When a holiday observed by the City falls on a Friday, Saturday, or Sunday, ~~such holiday shall be observed on Monday after the holiday. When a holiday observed by the City falls on Saturday, such holiday shall be observed on Friday before the holiday~~ it shall be the discretion of the City Manager of which day to observe. Holiday Schedule will be determined by Fall of the prior year.

C. Christmas Eve holiday may be observed on either the day before or after Christmas at the discretion of the City Manager, in an effort to provide for a long four (4) day weekend when possible.

D. All non-CBA employees who meet the holiday pay eligibility requirements outlined in this section shall be paid holiday pay equivalent to ~~eight (8) hours~~ their regularly scheduled shift (e.g., 8 hours for 8 hour shift or 10 hours for 10 hour shift) 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.

In the event that the observed holiday falls on the employee's regularly scheduled day off, the employee may request and, with department director approval, be given off with pay the same number of hours worked on a regularly schedule shift for that position in the same pay week, instead of being paid the holiday pay.

All employees who are required to work on the observed holiday and do not qualify for the overtime pay as noted in Chapter 4 of this policy shall be paid for all hours worked on the holiday at the rate of one and one-half times (1.5) the employee's regular rate of pay. In addition, the employee must meet the holiday pay eligibility requirements outlined in 5.2 E. of this policy. Non-union employees who are required to work on the fourth (4th) Friday in November (the day after Thanksgiving) and do not qualify for the overtime pay as noted in Chapter 4 of this policy shall be paid for all hours worked at the rate of one and one-half times (1.5) the employee's regular rate of pay.

The observed holiday for Monday through Friday workers is the day in accordance with 5.2 B. of this policy. The observed holiday for all other employees is the actual holiday.

During workweeks in which there is Holiday Leave, employees who are eligible for call-out pay in accordance with 4.7 Call-Out Pay and do not qualify for the overtime pay as noted in Chapter 4 of this policy will be compensated at one and one-half (1.5) times the employee's regular rate of pay.

E. To be eligible for holiday pay, an employee must meet the following requirements:

1. Be a benefits eligible employee.
2. Must work on the scheduled days prior to and after the holiday; or

Be in an approved pay status both the work day before and the work day after the holiday. Pay status includes employees on paid annual, sick, or compensatory time, as well as workers' compensation and personal days.

3. An employee who reports for work on the scheduled work date prior to the holiday will be considered to have worked

that day, even though he/she is unable, due to emergency or illness, to complete the normal work day. The same will apply to the first scheduled work day after the holiday.

5.3 Personal Days

Employees are entitled to two (2) personal days per calendar year. Effective September 1, 2025, in lieu of the day after Thanksgiving holiday, non-union employees will receive an additional personal day (for a total of (3) personal days going forward). They may be scheduled by an employee, but are subject to the department director's (or designee) approval and with the following restrictions:

- A. The employee must have completed six (6) consecutive months of employment as a benefits-eligible employee with the City.
- B. Personal days cannot be carried forward to the next calendar year.
- C. Personal days must be taken in one day (no hourly increments).
- D. Personal days are equivalent to the number of hours worked by the employee on a regularly scheduled shift for that position.

Reduced hour employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

Personal days may be used during absences involving sickness, injury or death, only after those leave benefits are exhausted. All leave must be exhausted prior to going into an unpaid status. Unused personal days will not be paid out at the time an employee separates from the city for any reason.

5.4 Military Leave

A leave of absence without pay will be granted to any employee who is serving in the Uniformed Services even if such period of military service may be for more than 12 months. Health insurance coverage (for the employee and his/her dependents will end on the date the employee enters military service or on the last day of the month in which the leave commences, whichever occurs first, but may be continued at the employee's election in accordance with the terms of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA"). Upon honorable discharge, the employee will be reinstated with the

City in accordance with USERRA.

In accordance with Section 115.09, Florida Statutes, an employee who is a service member in the National Guard or a reserve component of the Armed Forces of the United States will be granted leave of absence to perform active military service. The first 30 days of any such leave of absence will be with full pay.

Additionally, in accordance with Section 250.48, Florida Statutes, an employee who is a member of the Florida National Guard will be granted a leave of absence with pay on all days during which the employee is engaged in active state duty for a named event, declared disaster, or operation pursuant to Florida Law. However, a leave of absence without loss of pay granted under this section may not exceed 30 days for each emergency or disaster, as established by executive order.

An employee who is a member of the National Guard or who is a reservist in any branch of the Uniformed Services shall be granted military leave not in excess of 240 working hours in any rolling 12-month period, in accordance with Florida Statute 115.07 when they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. The leave amount shall be at the employee's regular rate of pay. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character will be granted without pay. It is the employee's responsibility to notify his/her supervisor as far in advance as possible so that arrangements can be made for the employee's absence. If an employee fails to provide notice to the City prior to the date he/she is to report for duty, the City may decline to reinstate the employee in accordance with USERRA.

Note: Also refer to the 5.6 Family and Medical Leave Section (FMLA).

5.5 Sick Leave

It is the policy of the City to provide reasonable time off with pay, up to the amount of unused sick leave earnings, to benefits eligible employees who are unable to work due to illness or injury. Sick leave with pay is not a right which an employee may demand, but a privilege granted by the City and shall only be used for the purposes outlined within. Previous employment with the City will not count towards years of service.

A. Rate of Accrual

Sick leave shall be credited to employees on a bi-weekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Employee Type</u>		
	<u>8 & 10 Hr.</u>	<u>12 Hour</u>	<u>24 Hour</u>

Less than 1 year	1.84 hours	1.94 hours	2.31 hours
More than 1 year	3.69 hours	3.88 hours	4.62 hours

Reduced hour employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

B. Maximum Accumulation

The maximum amount of sick leave that an employee may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8 & 10 hour	960 hours
12 hour	1,008 hours
24 hour	1,200 hours

C. Use of Sick Leave

Sick leave may be used as follows:

1. The City Manager, department director (or designee) can officially approve employee sick leave.
2. Employees may be paid for sick leave used immediately upon employment with the City.
3. Sick leave may be paid when an employee is unable to work due to a personal/family illness or injury. A family member for this purpose is defined as spouse, children, step children, parents, parents-in-law, siblings, grandchildren or grandparents of the employee.
4. Sick leave may be taken for medical, optical, and dental appointments. Use of sick leave is intended for the duration of the appointment including travel time. Employees may request annual or compensatory leave when they are seeking the remainder of the day off for reasons not covered under sick leave.
5. Sick leave may be taken in quarter-hour increments.
6. A manager/supervisor, with concurrence of the department director, shall have the right to require

documentation from a healthcare provider to verify an absence due to illness or to confirm return to work status.

7. Excessive Use of Sick Leave

Sick leave is extended to employees as a privilege. Abuse of sick leave is considered unwillingness to perform job functions and may constitute grounds for progressive disciplinary action, up to and including termination. Abuse is determined on a case-by-case basis; however, examples of abuse may include, but not be limited to, the following:

- Repeated occasions of unscheduled, unexcused absences (including tardiness and leaving work early)
- Repeated occasions of absences on the same day of the week, pay period, month, or at the same time interval
- Repeated occasions of absences the day before or after a scheduled holiday or scheduled day off
- Repeated occasions of taking sick leave as sick leave is earned
- More than three (3) first day/last day of the workweek absences in any twelve (12) month period
- Use of more than 50% of the employee's total sick leave accrual during a twelve (12) month period

Sick leave used under the provisions of the Family/Medical Leave Act (FMLA) is exempted from being defined as abuse.

A manager/supervisor who suspects that an employee is abusing sick leave should contact Human Resources to determine if corrective action or other measures are appropriate given the employee's absence history and FMLA status if applicable. With the concurrence of the department director and Human Resources, a manager/supervisor suspecting abuse may require an employee to submit written certification from a healthcare provider to substantiate absences.

8. Upon the exhaustion of sick leave, an employee ~~may~~ must use annual, personal and compensatory leave with departmental approval prior to going into unpaid status.

D. Payment of Sick Leave

In order to be eligible for sick leave with pay, an employee must:

1. Report to the Department in accordance with departmental call-in procedures ~~at least 30 minutes~~ prior to his/her scheduled start time on the day of the absence, the reason for the absence, except in the case of public safety where the departmental schedule will be followed. An employee who fails to notify the Department in accordance with the Department's call-in procedures may not be paid for the time taken prior to notification.
2. Keep the supervisor advised as to the employee's condition and anticipated date of return. If the absence extends beyond three (3) consecutive work days, a doctors statement is required that indicates his/her return to work status with or without restrictions. ~~keep the supervisor advised as to the employee's condition and anticipated date of return.~~
3. The City reserves the right to require ~~Submit~~ a statement from the attending physician(s) at any time as to confirm the nature and duration of the illness, ~~if requested~~. Please refer to Section E.4 pertaining to employees absent for Unscheduled/Emergency Personal Injury or Illness.

When a paid holiday occurs during the period an employee is on sick leave with pay, the employee shall receive only his/her regular holiday and that day shall not be charged against his/her sick leave earnings.

If an employee with approved leave works additional hours during the workweek, it shall be the decision of the employee whether to reduce the amount of leave requested.

Procedure:

1. Each employee shall notify (call) his/her immediate supervisor in accordance with the City/departmental attendance policy to report his/her sickness.
2. When an employee returns to work he/she shall complete the leave request form, which must be submitted to his/her department director for review.
3. If an employee wishes to use sick leave for a doctor, dentist or optical appointment, then the leave form must be submitted and approved before the sick leave is taken.
4. If a supervisor feels that an employee has abused this policy, he/she may with permission of the City Manager, authorize unpaid leave.

E. Unscheduled/Emergency Personal Injury or Illness

The following applies to employees who are absent for their own unscheduled or emergency personal injury or illness:

Employees who are absent due to an emergency personal injury or illness should call or have someone call his/her supervisor to report such an absence.

An employee who has been absent under any of the following conditions must, upon returning to work, have a doctor's statement that indicates his/her return to work status with or without restrictions, to be reviewed and approved by Human Resources:

1. Employee has been hospitalized.
2. Employee has been granted annual/personal leave which is in reality for medical reasons, i.e., employee is hospitalized or undergoing a surgical procedure which could be disabling.
3. Employee has a non-work related injury or illness, even if no time is lost from his/her regularly scheduled work shift, i.e., weekend or after-hours occurrence.
4. Employee is absent more than three (3) ~~or more~~ consecutive work days.

It is the employee's responsibility to ensure that proper notification is made when absent due to an emergency personal injury or illness. This must be done by phone or electronic notification, and if possible

by the employee.

The requirement contained in this subsection pertains to emergency personal injury and illness even if sick leave is exhausted.

F. Periods When Sick Leave Shall Not Be Earned

When an employee is on authorized absence, exclusive of annual leave and paid administrative leave, for more than the time period noted in the following schedule, the employee shall be placed in a non-leave earning classification until such time that the employee returns to work.

<u>Employee Type</u>	<u>Time Period Absent</u>
8 & 10 hour	15 consecutive work days
12 hour	12 consecutive shifts
24 hour	7 consecutive shifts

G. Physician Examination

An employee may be required to submit to an examination by a physician of the City's choosing upon returning to active duty after an extended illness or injury.

H. Employee Under Suspension Not Eligible for Sick Leave

An employee under suspension forfeits all claim to sick leave for the duration of such suspension and must be returned to active duty before sick leave credit is restored.

I. Break In Service Cancels All Sick Leave

A break in service permanently cancels all sick leave accrued to an employee's record and in the event of subsequent reappointment such employee begins a new sick leave accumulation.

J. Illness During Annual Leave

When sickness occurs within a period of vacation leave, the period of illness may be charged as sick leave and the charge against vacation leave reduced accordingly. Application for such substitution should be made within two (2) working days after return to active duty and shall be supported by documentation from a health care provider.

K. Military Duty Effect on Sick Leave

When an employee enters active military duty, either by induction or

for training purposes or for national or state emergencies, sick leave accumulated shall remain to that employee's account pending return from military leave. However, no further sick leave credits will be accumulated for the period of absence on military leave.

L. Resignation / Retirement

Employees who resign voluntarily or retire shall receive payment of their sick leave balance at the employee's current rate of pay, in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
10 years	25%
20 years	50%
30 years	75%

Employees who are employed with the City as of November 24, 1998 and who are eligible to retire from the City in the future with less than twenty (20) years of service, shall be paid 50% of their sick leave balance at retirement. This exception shall only apply to employees who retire.

M. Conversion of Sick Leave

In order to provide an incentive for employees to make conservative use of their sick leave privileges, the City provides additional benefits in the form of sick leave conversion to personal days for employees in a benefits eligible position.

Employees who have been employed from the first payroll period in each calendar year through the last day of the twenty-sixth payroll period in the calendar year shall be eligible for incentive personal days.

Following the end of the twenty-sixth payroll period of each year, the eligible number of sick leave hours will be converted to personal days (e.g. deleted from the sick leave balance and added to the personal day balance) based on sick leave hours used during the previous twenty-six (26) pay periods unless the employee specifically requests otherwise. Donated sick leave hours do not impact this incentive program.

Up to three (3) full work days of unused sick leave can be converted to personal days. The amount eligible to be converted is determined by the following formulas.

Scheduled Work Day	Maximum Number of Converted Hours
8 (40 hr. week)	24 minus hours used, rounded down to the nearest full work day
10 (40 hr. week)	30 minus hours used, rounded down to the nearest full work day
12 (Based on a 2184 hour work year, 84 hour pay period)	36 minus hours used, rounded down to the nearest full work shift
24 (Based on a 2604 hour work year, and 100.15 hour pay period)	72 minus hours used, round down to the nearest full work shift

Example: An eligible employee who works an 8-hour day/shift uses 12 hours of sick leave during the year. The employee is eligible to convert 8 hours/1 work day to personal days.

The number of sick leave hours to be converted will be based on the current work day/shift schedule at the time of the conversion.

A minimum sick leave to be converted is that which is equivalent to one (1) personal day based on the employee's current work day schedule.

Sick leave hours donated or converted from sick to personal days in the previous year will not be counted as sick leave hours used by the affected employee.

Following the end of the twenty-sixth payroll period of the year, eligibility will be determined for the leave conversion program. All eligible leave will be converted at that time unless the eligible employee specifically requests otherwise.

Employees who do not wish to convert eligible sick leave hours to personal day(s) in accordance with these provisions must provide written notification to Human Resources no later than the close of business on the last day of the twenty-sixth payroll period of the year.

Converted time will be deducted from the employee's sick leave balance and added to the employee's personal day balance, which will be credited to the employee during the month of January.

Converted sick leave will be treated as used leave in determining the uncredited sick leave distribution.

Personal day restrictions apply to newly converted personal days, including that personal days must be used within the calendar year and cannot be carried forward to the next calendar year.

N. Unexcused Absence

The purpose of this policy is to set forth the City of Clermont's policy and procedures for handling employee's unexcused absences to promote the efficient operation of the company and to minimize the infractions.

Punctual and regular attendance is an essential responsibility of each employee at the City of Clermont. Employees are expected to report to work as scheduled, on time and prepared to start working. Unexcused absences from scheduled hours are disruptive to operations and must be avoided as much as possible.

This policy would not apply to unforeseeable absences, absences covered by the Family and Medical Leave Act (FMLA), leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA), or previously approved leave without pay. Employees on FMLA must still provide advanced notification of leave as indicated below.

An unexcused absence occurs when:

- The employee is not at work during his/her regularly scheduled shift for any reason, and
- The employee does not provide his or her supervisor, manager, and or director with sufficient notice as defined by the Department Director, or
- The employee does not have sufficient accrued leave to cover the absence.

Progressive disciplinary action will begin when an employee has two (2) unexcused absences within 6 months.

Employees are expected to manage their leave so they have leave for unexpected absences. It is understood that there may come time when employees have no leave available for unexpected/unforeseeable absences. Each case will be reviewed on a case by case basis. Department directors, in collaboration with Human Resources, have discretion to excuse an absence not covered in these parameters.

5.6 Family and Medical Leave (FMLA)

The City provides leave pursuant to the provisions of the Family and Medical Leave Act of 1993 and as subsequently amended. An eligible employee would be entitled to take up to 12-weeks of unpaid, job-protected Family and Medical Leave as set forth below:

A. Eligible Employees

Employees who have been employed for at least 12 months or 52 weeks which need not be continuous and have worked at least 1,250 hours during the preceding 12-month period are eligible for unpaid FMLA. FMLA runs concurrently with all forms of ~~paid~~ leave. The employee must use all of his/her accrued leave (e.g., sick, annual, compensatory, disability), as well as personal days. The remainder of the leave period will then consist of unpaid leave.

B. Leave Period

An eligible employee is entitled to take up to 12 workweeks of FMLA (or up to 26 workweeks of military caregiver leave to care for a covered service member with a serious injury or illness) in any 12-month period. The 12-month period shall be a rolling 12-month period measured backward from the first date FMLA is used. Entitlement to FMLA for the birth or placement of a child for adoption or foster care will expire 12 months from the date of birth or placement.

C. Reason for Leave

An employee who meets the applicable eligibility requirements will be granted a total of up to 12 workweeks of FMLA for the following reasons:

1. The birth of the employee's child and/or in order to care for that child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for a spouse, child, or parent who has a serious health condition, or a serious health condition that renders the employee incapable of performing the functions of his/her job.
4. A qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member in the Armed Forces on active duty (or has been notified of an impending call or order to active duty) in support

of a contingency operation.

5. To care for a covered service member (or veteran who was a member) of the Armed Forces (including the National Guard or Reserves) who is a spouse, son, daughter, parent, or next of kin and has incurred a qualifying (as defined by the Secretary of Labor) injury or illness in the line of duty while on active duty in the Armed Forces (or a qualifying injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces). Employees may be entitled to 26 weeks of FMLA, pursuant to Federal Law.

Employees should contact Human Resources to apply for or learn more about this type of military leave.

If spouses who are eligible for FMLA both work for the City, the aggregate FMLA taken by both employees is limited to a total of 12 workweeks if the FMLA is taken for the birth of the employee's son or daughter or to care for the child after the birth, or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement or to care for a parent with a serious health condition. However, if the FMLA is taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his/her own serious illness, then each employee is eligible for up to 12 weeks of FMLA. Where parents both use a portion of the total 12-week FMLA entitlement for either the birth of a child, for placement for adoption or foster care, or to care for his/her own parent, the parents would each be entitled to the difference between the amount he or she has taken individually and 12 weeks of FMLA for other purposes.

D. Application for Leave

An employee intending to take FMLA must complete an application for FMLA and return it to Human Resources for the FMLA to be approved. The completed application must be accompanied by the medical certification stating the reason for the leave, the anticipated duration of the leave, and the starting and ending dates of the leave.

E. Outside Employment

Outside or supplemental employment is generally prohibited during FMLA leave. Exceptions may be granted on a case-by-case basis and must be approved by the City Manager prior to the commencement of the FMLA.

F. Notice of Leave

It is the employee's responsibility to notify Human Resources of the qualifying event or need for FMLA at least 30 days before the FMLA is to begin, or as soon as the reason requiring the FMLA is known. Failure to provide the required notice may result in a delay or denial of the leave.

G. Intermittent or Reduced Leave

An employee does not need to use leave in one block, as in one continuous period of time. When it is medically necessary or otherwise permitted, such as in the case of serious health conditions, FMLA may be taken intermittently or on a reduced leave schedule. Employees may not take intermittent or reduced leave in case of birth or placement of a child, unless the City agrees. Employees are expected to make a reasonable effort to schedule intermittent leave so as not to disrupt the operations of the City.

H. Medical Certification of Leave

The application for FMLA based on the "serious health condition" of the employee or the employee's spouse, child, or parent must be accompanied by a "Medical Certification Statement" completed by the health care provider. Employees do not have to share a medical diagnosis, but must provide enough information to the city so it can be determined if the leave qualifies for FMLA protection. Sufficient information could include informing the city that the employee is unable to perform his/her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must also inform the city if the need for leave is for a reason for which FMLA leave was previously taken or certified. The certification must be complete and include all requested information, including the date on which the serious health condition commenced, probable duration of the condition, and the appropriate medical facts regarding the condition. If the city determines that the certification is incomplete, the city will provide a written notice indicating what additional information is required. If an employee is requesting FMLA to care for a spouse, child, or parent with a serious health condition, the medical certification must provide an estimate of the amount of time the employee will need. In addition, the City may request re-certification of medical necessity under certain situations as allowed by FMLA regulations.

I. Notification of Leave Assignments

Once the City becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the City will notify the

employee if he/she is eligible for FMLA. If the employee is not eligible, the City will provide a reason for ineligibility. Additionally, if the employee is eligible, the City will also provide a notice of rights and responsibility under the FMLA, and discuss the leave requirements with the employee. The City will notify the employee is leave will be designated as FMLA leave, how much leave will be designated as FMLA leave, and outline the basic information regarding the leave in a designation notice.

J. Benefits and Protections During Leave

An employee who takes FMLA will not lose any previously accrued seniority or leave benefits, but are subject to accrual limitations described in this policy. Leave extending beyond the 12-week FMLA allotment does not carry the return rights under FMLA.

While employees are on FMLA leave, the City will continue health insurance coverage as if the employees were not on leave. Payroll deductions for any group or voluntary benefits in which the employee is enrolled will continue until all accrued leave hours are exhausted. After exhausting all accrued leave or donated leave time, insurance premiums in the amount normally deducted from the employee's paycheck must be paid biweekly directly to Human Resources until the employee returns to work or FMLA entitlement ends. Failure of the employee to pay his/her share of these insurance premiums, if any, may result in loss of coverage. If an employee exhausts FMLA, is unable to return to work, and separates from service, he/she may elect to continue benefits coverage through COBRA.

If an employee fails to return to work after the expiration of their FMLA, the employee will be required to reimburse the City for its portion of the payment for group insurance premiums during the FMLA. Reimbursement will not be required if the employee does not return to work because of his/her serious health condition, the serious health condition of the employee's family member, or other circumstances beyond the employee's control.

K. Restoration to Employment

An employee who returns from FMLA will be returned to the same position held when the FMLA began or to a position equivalent in pay, benefits, and other terms and conditions of employment. However, the highest paid 10 percent of employees are not guaranteed reinstatement if reinstatement will cause the City economic injury. In such a case, the City will notify the employee as soon as it determines

that reinstatement is not available. The City cannot guarantee that an employee will be returned to his/her former job.

L. Return from FMLA

The City will require an employee taking FMLA to report at least every two (2) weeks on his/her status and intent to return to work upon completion of the leave. Employees should notify their immediate supervisor at least one week prior to their scheduled return to work date to verify their return. Employees returning from a medical leave are required to provide certification from their health care provider indicating that the employee is able to resume work with no limitations. Once an employee returns to work from FMLA, the City reserves the right to require an employee to undergo a physical or mental examination at the City's expense whenever there is reasonable belief that the employee's fitness for duty is in question.

Employees who do not return to work upon the expiration of FMLA leave will be treated as having voluntarily terminated their employment. An employee who requests an extension of their FMLA beyond that certified by their medical provider, must submit his/her request for an extension in writing that includes the reason for the requested extension and the anticipated date of return.

- M.** It is the City's right and obligation to determine whether an employee's leave is eligible for FMLA. If an employee is taking time off from work and the City has reason to believe that such time off falls under the FMLA provisions (e.g., the employee has a known serious health condition), the City can count the leave toward the employee's 12-week leave entitlement.
- N.** In accordance with federal regulations, an employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA. Employees may file a complaint with the US Department of Labor, Wage and Hour Division, or may bring a private lawsuit against the city. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. For additional information or to file a complaint: 1-866-4-USWAGE (1-866-487-9243), www.wagehour.dol.gov

5.7 Jury and Witness Duty Leave

A. Jury Duty

All benefits eligible employees selected for jury duty shall be entitled to leave with pay for the period of absence required. Such leave shall not be charged to annual or sick leave earnings. Eligibility commences on the first day of active employment.

If an employee is called for jury duty and serves as a juror on a regular working day or days, he/she will receive pay for the time lost from work by reason of such service.

B. Official Court Attendance

All employees subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the City shall be entitled to leave with pay for such period as his/her court attendance may require. Any fees paid for such service may be retained by the employee.

C. Private Litigation

Absence of an employee to appear in private litigation in which he/she is a principal party shall be charged to annual leave, personal days or compensatory leave, or if no leave is available, to leave without pay.

Procedure:

1. When called for jury duty, the employee must show the summons to the supervisor prior to the date of service so that authorization and plans for the absence can be made. Failure to advise the supervisor in advance may be cause for the employee not to receive jury duty pay. In addition, the employee must complete the application for leave authorization form.
2. When released from jury duty for any day, the employee will be expected to return to work for that day. If released from jury duty two hours or more before the end of a regularly scheduled work day, an employee is required to return to work.
3. Upon return to work (after having been released by the court), the employee must submit to the supervisor a statement from the Clerk of the Court indicating the dates and amount paid for serving as a juror.
4. The supervisor will turn the statement over to the department

director in order that the Finance Department (payroll) may be notified to pay the employee for jury duty.

5.8 Leave of Absence

A. Leave of Absence for Medical Reasons

Employees ineligible for FMLA or who have exhausted FMLA leave may request a leave of absence for an employee's own medical condition due to illness or injury. Up to fifteen (15) calendar days may be approved by the department director. Leave in excess of fifteen (15) calendar days shall be subject to the approval of the City Manager and in collaboration with Human Resources.

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 in a rolling 12-month period measured backward from the first date the leave of absence is used.

Annual, sick, personal days and compensatory leave may be used during a leave of absence. All leave must be exhausted prior to going into an unpaid status.

The application for a leave of absence shall be in writing and shall include a physician's certification of the condition and the period of time the employee will be incapacitated. Dates set forth by the physician shall be strictly adhered to, however may be amended by the physician. The City may at any time require additional documentation from the physician issuing the certification or may secure additional medical opinions from other physicians. The amount of leave authorized shall not exceed the end of the period for which leave was requested or certified by a physician.

An employee who requests an extension of their leave of absence must submit his/her request for an extension in writing that includes the reason for the requested extension, the anticipated date of return, and updated medical certification.

Employees who do not return to work upon the expiration of their leave of absence will be treated as having voluntarily terminated their employment.

B. Leave of Absence for Personal Reasons

A leave of absence up to fifteen (15) calendar days may be approved by the department director. A leave of absence from fifteen (15) to ninety (90) calendar days may be approved by the department director with the approval of the City Manager and in collaboration

with Human Resources. A leave of absence will only be approved if that period of absence does not require replacement of the employee's services.

Leave without pay for more than thirty (30) calendar days will be deducted from length of the employee's service record.

Annual, personal days, compensatory, or sick leave (if applicable) may be used during a leave of absence for personal reasons. All leave must be exhausted prior to going into an unpaid status.

5.9 Compensatory Leave

- A. Compensatory leave is authorized overtime credited to a Fair Labor Standards Act non-exempt employee for which reimbursement is made by allowing the equivalent of time off with pay. Employees may receive compensatory leave for any work performed in excess of the employee's standard work period, in accordance with the overtime pay schedule included in this policy.
- B. Compensatory leave shall be credited to the employee as quickly as possible and should not be permitted to accumulate in excess of 80 hours.
- C. Compensatory leave may be taken in quarter-hour increments as long as it does not disrupt the operations of the employee's department.
- D. Compensatory leave may be taken in conjunction with vacation leave, with the approval of the department director (or designee), but should not be allowed to accumulate for this purpose. When so taken, it is preferred that the aggregate not exceed the period of normal vacation.
- E. Upon termination of employment for any reason, the employee shall be paid the remaining balance of compensatory leave available to the employee.
- F. Non-union Firefighters and Police Officers shall receive the same maximum number of hours of compensatory leave hours as union members, as outlined in the respective Collective Bargaining Agreements, and relative to their effective dates.
- G. If an employee with approved leave works additional hours during the workweek, it shall be the decision of the employee whether to reduce the amount of leave requested.
- H. Compensatory leave may be used during absences involving

sickness, injury or death, only after those leave benefits are exhausted. All leave must be exhausted prior to going into an unpaid status.

5.10 Injury Leave

A. When an employee is injured on the job, his/her initial visit for treatment will be considered "hours worked" so long as it is during his/her normal working hours.

~~B.~~ Following the initial visit, a An employee who is required to be absent from work at the direction of a workers' compensation authorized physician due to a work related injury or illness, shall be compensated in accordance with the following paid injury leave at full pay until Workers Compensation indemnity benefits payments begin.

~~B.~~

~~C.~~ A. An employee in their initial probationary period, who receives a job related injury, shall not be entitled to injury leave.

~~D.~~

~~E.~~ B. The maximum period that a benefits eligible employee shall be paid injury leave at full pay shall be forty (40) hours (or shall be prorated if the employee works less than a forty (40) hour workweek) per injury.

~~C.~~ C. Workers' compensation payments issued during the period of Injury Leave shall be signed over to the City.

~~D.~~ C. ~~D.~~ Upon the payment of the maximum injury leave available, employees shall be required to use accumulated sick or annual leave to make up the difference between the workers' compensation payments and the employee's regular wages.

~~E.~~ D. ~~E.~~ Employees are required to use injury leave concurrently with any available Family and Medical Leave. Leave time taken will be applied towards the employee's Family and Medical Leave entitlement.

~~A.~~ 24-Hour Shift Firefighters and 12-Hour Shift Police Officers not covered by the Collective Bargaining Agreement shall receive the same maximum number of hours of paid injury leave as outlined in the respective Collective Bargaining Agreements, and relative to their effective dates.

~~F.~~ E. Injury leave may be taken for medical, optical, and dental appointments associated with the injury. Use of injury leave for this reason is intended for the duration of the appointment including travel time.

5.11 Administrative Leave

When it is in the best interest of the City, the City Manager may place an employee on administrative leave for a period of time not to exceed thirty (30) calendar days. The employee shall not be allowed to be at his/her worksite during administrative leave, unless there is specific authority from the department director or City Manager. The employee may be maintained in full-pay status with no loss of benefits during this period, with the exception of overtime.

5.12 Leave Donations

Employees may donate unused leave hours to other benefits eligible employees in accordance with the following criteria:

- A. Employees may donate vacation, sick or personal leave due to a personal/family medical condition, illness or injury or due to death of another employee.
- B. For the purpose of leave donation, family is defined as spouse, children, step-children, parents, siblings or grandparents.
- C. Employees donating/receiving leave must have been employed with the City for at least 12 months.
- D. Employees wishing to receive donated leave due to a personal/family medical condition, illness or injury must submit a request in writing to Human Resources for the leave donation. Requests for leave donation on behalf of a beneficiary must be submitted to Human Resources by the deceased employee's department director. In accordance with Section 222.15, Florida Statutes, a beneficiary is an employee's spouse, child or children (provided the child/children are over 18 years of age), father or mother, or any other person specifically designated by the employee in the employee's personnel file as a beneficiary to whom wage payments may be made.
- E. Employees receiving donated leave due to a personal/family medical condition, illness or injury must furnish a physician's certification of the existence of the illness or injury.
- F. Employees receiving donated leave due to a personal/family medical condition, illness or injury must have exhausted all of his/her available sick leave, vacation leave, compensatory leave and personal days.
- G. Employees receiving donated leave due to a personal/family medical condition, illness or injury must have been absent at least thirty (30) consecutive calendar days due to the specific situation in either paid or

unpaid leave status.

- H. Employees may donate leave in one (1) hour increments up to a maximum of forty (40) hours per receiving employee per year. Employees may not donate hours that would result in the donating employee having less than eighty (80) hours of available sick leave after the donation.
- I. ~~Donated sick leave will be treated as used leave in determining the uncredited sick leave distribution.~~
- J. Unused donation hours will be returned to the donating employees in proportion to the donations.
- K. The maximum amount of hours an employee may receive from other employees shall be 480 hours per qualifying event. If an employee returns to work and later becomes unable to return to work, he/she may request leave donation again, to use the remaining hours left from the 480 hours.
- L. Employees receiving leave donation must use donated leave continuously. It is not to be used on an intermittent basis.
- ~~ML.~~ Payment of donated leave to the receiving employee may be made retroactively to the date the employee exhausted their available leave balances.
- ~~NM.~~ In the event of donated leave due to a death, the donated leave shall be paid in accordance with the applicable provisions in the Employment Policies Manual.
- ~~O.~~ In the event the employee receiving donated leave is ending their employment with the City, the employee cannot use their donated leave hours on their last day of employment,

5.13 Domestic Violence Leave

In conjunction with Florida law, the City grants up to three (3) working days of leave from work in any 12-month period for employees who have worked for at least three (3) consecutive months and become victims of domestic violence or sexual violence. If applicable, employees may use accrued vacation, sick, or personal time to cover this time off.

Appropriate or advance notice must be given to the department director or Human Resources except in cases of imminent danger to the health or safety of the employee or a family member. A police report or other documentation must be filed with Human Resources and will be kept confidential. Employee

questions relating to use of this leave should be directed to Human Resources. This leave may be used to cover such activities as:

- A. Seeking an injunction for protection against domestic violence
- B. Obtaining medical care or mental health counseling to address injuries resulting from domestic violence
- C. Obtaining services from victims' services organizations such as a domestic violence shelter or rape crisis center
- D. Making the employee's home secure from the perpetrator of domestic violence or finding a new home so as to escape the perpetrator
- E. Seeking legal assistance or attending court for related proceedings

5.14 Bereavement Leave

Benefits eligible Employees upon request and approval by their department director may be granted up to twenty-four (24) hours of bereavement leave in the event of the death of a family member. Effective 9/1/25, non-union employees who work a 10-hour shift may be granted up to thirty (30) hours of bereavement leave. The employee shall submit proof of death and relationship before compensation is approved. Wages will be paid only for the actual scheduled hours on the day(s) of absence.

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

If additional time off is necessary, annual leave, personal days or compensatory leave may be used with the approval of the department director.

5.15 Payment of Benefits While Out on Leave

While out on any type of leave, employees are expected to continue to pay their portion of insurance benefits. After exhausting all accrued leave or donated leave time, insurance premiums in the amount normally deducted from the employee's paycheck must be paid biweekly directly to Human Resources until the employee returns to work.

Chapter 6

Personnel Management

6.1 Attendance Records

The city utilizes an electronic timekeeping system which maintains attendance records and leave requests. Departments who do not utilize the electronic system shall maintain employee attendance records in their respective departments. This record shall reflect all absences and shall be made available to the employee for inspection upon request. Copies of all leave request forms and supporting documentation if applicable must be forwarded by department directors to the Finance Department. An official/original leave request record file will be maintained in the Finance Department and a copy in each respective department.

Time sheets shall have department director approval upon submittal to the Finance Department. All time worked shall be recorded on the employee's timesheet/record.

6.2 Travel and Subsistence Allowance

All persons traveling on official City business are expected to follow the City's travel policy and procedure, and exercise good judgment in incurring expenses. All travel is to be responsible, necessary and reasonable.

Pursuant to Section 112.061 (3) (a), Florida Statutes, the City Council hereby delegates to the City Manager the authority to approve travel for all authorized persons traveling on behalf of the City. The City Manager shall establish a procedure for the reimbursement of travel expenses and the closing out of all travel once complete.

6.3 Hours of Work

The established work schedule for all full-time hourly employees is forty (40) hours per week with the exception of police officers and firefighters who work assigned shifts. However, the department director, with the approval of the City Manager, may establish a different work schedule which would better meet the needs of the department and/or provide proper service to the community.

6.4 Probation

The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and

for rejecting any employees whose performance does not meet the required work standards.

The probationary period for general employees is the initial six (6) months, whereas the probationary period for police officers and firefighters is the initial twelve (12) months.

During the probationary period, in such a manner as the City Manager may require, the department director shall report to the City Manager (or designee – Human Resources Director) his/her observation of the employee's work and his/her judgments to the employee's willingness and ability to perform his/her duties satisfactorily and as to his/her habits and dependability.

At any time during the probationary period, the department director, after advising the City Manager, may remove an employee if in his/her opinion the employee is unable to or unwilling to perform the duties of the position satisfactorily or that his/her habits and dependability do not merit his/her continued employment with the City.

Prior to the expiration of an employee's probationary period, the employee's department director shall notify the City Manager by submitting an employee action form, whether the service of the employee has been satisfactory and whether he/she desires to extend the probationary period for up to ninety (90) days or continue the employee in his/her position. Upon satisfactory completion of the probationary period, the employee will become a regular employee of the City.

The normal beginning pay rate for a probationary employee will be the initial pay rate within the pay range established for his/her job classification. The City Manager may make exceptions upon the recommendation of the department director.

6.5 Performance Evaluations

The purpose of the performance evaluation process is to provide a formal and consistent method to document job performance standards, facilitate communication between supervisors and employees, promote and maintain job efficiency, determine training needs, and serve as basis for merit increases.

Performance evaluations are to be prepared and administered for all full-time, part-time and management employees, and include supporting statements documenting the reasons for the rating in each section. Seasonal employees are evaluated upon the completion of the season or upon notice of separation if three (3) months of employment was completed. Employees in seasonal positions are not eligible for a merit increase.

A. Types of Performance Evaluations

1. Probationary:

New employees are on probation as outlined in section 6.4 Probation. At a minimum, performance evaluations, indicating their progress in their job will be completed as follows:

General Employees –

- Upon completion of the third (3rd) month of employment
- Upon completion of the sixth (6th) month of employment
- Upon completion of probation, if probation was extended

Police Officers and Firefighters –

- Upon completion of the sixth (6th) month of employment
- Upon completion of the ninth (9th) month of employment
- Upon completion of the twelfth (12th) month of employment

Each probationary evaluation will be signed by the employee indicating that he/she has seen the evaluation, not that he/she agrees or disagrees with its contents.

2. Annual:

~~Annual performance evaluations shall be based on the employee's employment anniversary date, with the exception of employee demotions and past incidences in which the policy in place at the time called for the evaluation date to be adjusted as a result of a promotion, transfer or reclassification.~~ Annual performance evaluations shall be conducted at the beginning of April every year, with the exception of employees' first annual performance evaluation. The first annual evaluation will be based on the employee's employment anniversary date, the employee's annual evaluations following this will be at the beginning of April in line with all other employees.

B. Coaching Plan and Performance Improvement Plan

1. Coaching Plan:

An employee who receives an overall rating score of less than three (3) or an individual score of one (1) or two (2) "Meets Expectation" in any one category, ~~however receives an overall performance evaluation~~

rating of ~~“Meets Expectation” or higher~~, shall be placed on a Coaching Plan. The duration of the Coaching Plan shall be a minimum of three (3) months, and may be extended an additional three (3) months if deemed necessary/appropriate.

At any time when an employee's performance has significantly and negatively changed in one area from that of the previous reporting period, the department director may require that the employee be placed on a Coaching Plan.

2. Performance Improvement Plan:

An employee who receives an annual performance evaluation with an overall rating of less than two (2) ~~“Meets Expectations”~~ shall be placed on a Performance Improvement Plan. The duration of the Performance Improvement Plan shall be six (6) months, and may be extended an additional three (3) months if deemed necessary/appropriate.

At any time when an employee's performance has changed radically from that of the previous reporting period, the department director may require that the employee be placed on a Performance Improvement Plan.

3. Failure to successfully complete a Coaching or Performance Improvement Plan shall result in appropriate disciplinary action.

C. Preparation and Administration of Performance Evaluations

Performance evaluations will normally be completed by an employee's immediate supervisor/rater. Employees being evaluated due to an internal movement (e.g., promotion, demotion, transfer) shall be evaluated by the immediate supervisor at the end of the assessment period.

Employees shall be evaluated using the established and applicable performance evaluation form. Evaluation forms may be updated periodically and require supporting statements documenting the reasons for the selected rating in each section.

Supervisors and department directors are responsible for completing the forms on a timely basis. Signatures of the employee's supervisory chain of command up to the department director shall be obtained on the original form, prior to presenting to performance evaluation to the employee.

The rater shall discuss the performance evaluation with the employee

being evaluated, reviewing the reasons for the selected rating in each section. Performance evaluations must be signed by the employee. Employee signature is an acknowledgement of the presentation and discussion of the performance evaluation and does not signify agreement or disagreement with the evaluation on the part of the employee. The employee shall be furnished with an official copy of the performance evaluation form, including all signatures.

The employee may record any comments he/she may have, including statements of disagreement with the evaluation in the comments section of the evaluation or on a separate document if desired. Such statements will become a permanent part of the evaluation and shall be submitted within five (5) calendar days of the performance evaluation being issued to the employee. Late submittals will not be considered.

An employee may appeal a performance evaluation to their department director by submitting a written memo outlining the areas of disagreement within five (5) calendar days of the performance evaluation being issued to the employee. Late appeals will not be considered. The decision of the department director will be final. No further appeals will be considered. ~~Provisions of the City's grievance policy do not apply to performance evaluations.~~

Employee comments/statements and all documentation concerning the employees appeal will be retained with the original evaluation in the employee's personnel file.

The department is responsible for returning completed performance evaluations, and additional documents if applicable, to Human Resources on a timely basis.

6.6 Promotions

It is the policy of the City to employ and promote the most qualified individual available for any given position. Promotion from within the City is a desirable practice in that positions can be filled with individuals who are knowledgeable about the operations of the City and the orientation period is significantly shortened.

Vacancies in positions above the lowest rank in any category within the City personnel system shall be filled by the promotion of employees in City service when possible and practical.

When a vacancy is to be filled by promotion the following factors will be considered:

- A. Qualifications for the position (i.e., knowledge, skills, and abilities)
- B. Service record with the City
- C. Physical fitness (if appropriate to the position)

Drug Testing: The City must perform a Previous Drug and Alcohol Testing records search for any employee who is to be promoted to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be allowed to be promoted to the DOT Safety Sensitive position.

Compensation: Upon promotion, the employee's pay rate shall be adjusted to either the minimum of the new pay grade or five (5%) percent higher, whichever is greater.

Performance Evaluations: Promoted employees shall continue to receive their annual performance evaluations ~~based on the date that was in effect immediately prior to the promotion~~ in April of every year. In addition, promoted employees shall receive performance evaluations based on the same intervals as a new employee in the same job classification. This review period is intended to evaluate the employee's performance in their new job classification, and is not considered an initial probationary period. Promoted employees are eligible to receive merit pay increases based on the overall rating of only their annual performance evaluation. In the event that an employee is promoted prior to their six (6) month employment performance evaluation, they will still receive that evaluation.

Unsatisfactory Performance: If for any reason an employee cannot or does not perform satisfactorily in the new position, he/she may be removed and either reassigned or terminated. If an employee who has been assigned to a different position has a previous record of good performance but is unable to perform the new position satisfactorily, the City will attempt to either return him/her to their previous job, or to reassign him/her to a position for which they are better qualified. The employee's rate of pay will be adjusted to that rate of pay prior to the promotion. If no appropriate position is available, however, the employee may be laid off or terminated.

6.7 Demotions

Demotion occurs when an employee is placed in a position with a lower pay grade. The employee must possess the necessary qualifications to perform the required duties of the position which he/she is demoted to. Demotions must be

approved by the department director and City Manager. Demotions may occur in the following situations:

- A. When a position has been abolished or reclassified to a lower pay grade and the employee cannot be transferred to a position with a similar pay grade.
- B. When an employee requests being transferred to a position with a lower pay grade.
- C. When an employee has been determined to be physically unqualified to perform the duties of the position, based on a medical examination by a physician selected by the City.
- D. When an employee's supervisor has determined that he/she is not performing the duties of the job adequately. Regular employees shall be provided notice of the department director's intention to demote and the reasons for such action. The employee will be given the opportunity to respond to the department director's concerns within five (5) calendar days of receipt of the Intent to Demote letter in a meeting to be held with the employee and the department director. This meeting shall be scheduled by the employee's department. Upon consideration of the employee's responses, the department director shall make a final decision regarding the demotion and shall provide written notice of that decision to the employee. The department director's decision following the response meeting constitutes the final step in the City's internal review process.~~the department director shall make his/her decision regarding the demotion.~~

Drug Testing: The City will perform a Previous Drug and Alcohol Testing records search for any employee who is to be demoted to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be eligible to be demoted to the DOT Safety Sensitive position.

Compensation: When an employee is demoted, his/her pay rate will be reduced five percent (5%) for each decrease in pay grade, up to a maximum reduction of fifteen percent (15%). If the employee was recently (within the previous 12 months) promoted and will be returning to their previous job classification, his/her pay rate shall be adjusted to the pay rate in effect immediately prior to the promotion. In no case shall an employee's salary fall below the minimum or above the maximum of the new pay grade.

Performance Evaluations: A demoted employee's annual evaluation

performance date will ~~be in April in line with all other general employee annual evaluations. be changed to the effective date of the demotion.~~ The employee will receive performance evaluations at the same intervals as a new employee.

Unsatisfactory Performance: If for any reason, a demoted employee cannot or does not perform satisfactorily, he/she may be removed and either reassigned or terminated, if an appropriate position is not available.

6.8 Transfers

It is the City's policy to place employees in a job which their interests and those of the City are best served. Every reasonable effort to place employees in a job of their preference is made if there is an opening and they have the necessary qualifications. Whenever possible, an employee's wishes shall be respected.

Drug Testing: The City must perform a Previous Drug and Alcohol Testing records search for any employee who is to be transferred to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be eligible to be transferred to the DOT Safety Sensitive position.

Compensation: A transfer is when an employee moves from one position to another in the same pay grade. The employee's pay rate will not change.

Performance Evaluations: Transferred employees shall continue to receive their annual performance evaluations based on the date that was in effect immediately prior to the transfer. In addition, transferred employees shall receive performance evaluations based on the same intervals as a new employee in the same job classification. Transferred employees are eligible to receive merit pay increases based on the overall rating of only their annual performance evaluation. In the event that an employee is transferred prior to their six (6) month employment performance evaluation, they will still receive that evaluation.

Unsatisfactory Performance: If for any reason an employee cannot or does not perform satisfactorily in the new position, he/she may be removed and either reassigned or terminated. If an employee who has been assigned to a different position has a previous record of good performance but is unable to perform the new position satisfactorily, the City will attempt to return him/her to a position for which they are better qualified. If no appropriate position is available, the employee may be laid off or terminated.

6.9 Position Reclassifications

A position reclassification is a change in an employee's job description which results in a significant increase or decrease in assigned duties and responsibilities of the position. Position reclassifications shall be approved by the City Manager.

Drug Testing: The City must perform a Previous Drug and Alcohol Testing records search for any employee who is to be transferred to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be allowed to be promoted to the DOT Safety Sensitive position.

Compensation: If the reclassification is to a higher pay grade, the employee's rate of pay shall be adjusted to the minimum of the new pay grade or five (5%) percent higher, whichever is greater. If the reclassification is to a lower pay grade, the employee's rate of pay shall be adjusted to the average rate of pay of other employee's in the same or similar positions with similar years of experience.

Performance Evaluations: Employees who are in positions that have been reclassified shall continue to receive their annual performance evaluations based on the date that was in effect immediately prior to the reclassification. In addition, reclassified employees shall receive performance evaluations based on the same intervals as a new employee in the same job classification. Reclassified employees are eligible to receive merit pay increases based on the overall rating of only their annual performance evaluation. In the event that an employee is reclassified prior to their six (6) month employment performance evaluation, they will still receive that evaluation.

Unsatisfactory Performance: If for any reason an employee cannot or does not perform satisfactorily in the new position, he/she may be removed and either reassigned or terminated. If an employee who has been assigned to a different position has a previous record of good performance but is unable to perform the new position satisfactorily, the City will attempt to reassign him/her to a position for which they are better qualified.

If no appropriate position is available, the employee may be laid off or terminated.

6.10 Termination of Employment

Employment with the City may end due to the following reasons:

A. Voluntary Resignation

Employees are expected to provide at least two (2) weeks written notice of resignation to their department director or the City Manager. Employees are not permitted to use their accruals in lieu of the required notice. Employees who do not give the required notice will not be eligible for re-hire except as approved by the City Manager. Once a resignation is submitted, the City has no obligation to allow rescission or change of effective date of the resignation, but may consider a request to rescind or change the resignation depending on the circumstances.

Employees reemployed with the City shall receive service credit upon reemployment for the period of prior service for purposes of years of service recognition as long as the employee is rehired within twelve (12) months of separation, but not for purposes of accruing future annual and sick leave. The previous annual and sick leave balances will not be reinstated.

B. Termination for Misconduct

“Misconduct” is considered to be a violation of a City policy, rule, or working instruction. It also includes acts of gross negligence or willful acts that are not in the best interest of the City. Typically, the City will attempt to provide a warning or reprimand in an attempt to avoid further misconduct, but does not guarantee a specific sequence of warnings and/or reprimands. Employees may be terminated for misconduct upon a first serious offense.

Regular employees shall be provided notice of the department director’s intention to terminate and reasons for such action. The employee will be immediately placed on Administrative Leave and will be given the opportunity to respond to the department director’s concerns within five (5) calendar days of receipt of the Intent to Terminate letter in a meeting to be held with the employee and the department director. This meeting shall be scheduled by the employee’s department. Upon consideration of the employee’s responses, the department director shall make a final decision regarding the termination and shall provide written notice of that decision to the employee. The department director’s decision following the response meeting constitutes the final step in the City’s internal review process.~~the department director shall make his/her decision regarding the termination issue.~~

Probationary, seasonal, part-time, and limited duration employees and volunteers may be terminated without notice or cause by the

department director.

C. Termination for Poor Performance

An employee who does not meet performance standards in his/her job or who is no longer able to perform the job for any reason including, for example, loss of license or failure to maintain minimal job qualifications, may be terminated from employment. Prior to termination for poor performance, the City will typically attempt to assist the employee in improvement of performance or attempt to place the employee in a position in which he/she can perform, but does not guarantee that the employee will be retained. The termination process shall follow the process previously outlined in item B of this section.

D. Reduction In Force

The City may, because of lack of funds, lack of work, or other causes, be required to reduce the workforce in a department or division. If a reduction in force is required, the City will select those employees affected in an equitable and non-discriminatory manner in accordance with the criteria detailed below.

Within the affected work group, seasonal, part-time, and limited duration employees, followed by probationary employees will be terminated without recall rights prior to the layoff of regular employees. Management employees are at will and do not follow the reduction in force process.

Where two or more employees are of similar ability, length of service with the City and in the affected position, a lay off will be determined based on employee performance. The City may also retain certain employees without regard to length of service because of the employee's special knowledge, skill, training or experience.

If a regular employee is scheduled to be laid off, the employee may be offered another position for which he/she qualifies if a suitable vacancy exists, however, "bumping" is not allowed. The City Manager has the sole authority to approve or reject the request, and must further approve and confirm the names of all regular employees scheduled for layoff prior to the layoffs occurring.

Employees who are laid off shall have recall rights to their vacated positions for up to six (6) months, and will be recalled in the reverse order of layoff. An employee who is not recalled within six months of layoff will be considered terminated and will be eligible for re-hire should suitable position vacancies occur. An employee who declines

recall will be considered to have voluntarily resigned as of the date he/she declined. Employees recalled will not be required to serve a new probationary period unless the position to which they are recalled is, in management's sole discretion, significantly different than the one they occupied at the time of lay-off.

Affected employees who are reemployed with the City within twelve (12) months shall receive service credit upon reemployment for the period of prior service for purposes of years of service recognition, and shall receive credit for years of service (longevity) for use in accruing future annual and sick leave. The previous annual and sick leave balances will not be reinstated.

E. Death

Separation shall be effective the date of an employee's death. All compensation due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse, or to the estate of the employee as determined by law or by executed forms in the employee's personnel file.

F. Disability

The City of Clermont is committed to providing equal employment opportunities for individuals with disabilities in compliance with the Americans with Disabilities Act of 1990 (ADA) and all other applicable federal, state and local laws. All employment decisions are based on the employee's ability to perform essential job functions in accordance with the defined criteria, not the disability of the individual.

Upon request, employment procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the ADA. Reasonable accommodation may include, but is not limited to, modified work schedules, job restructuring, facility and equipment modification, job reassignment, etc. If the City is unable to provide a reasonable accommodation, or if the employee refuses to accept an offered accommodation, the employee may be separated from employment.

G. Retirement

Retirement is the voluntary separation of employment from the City upon the completion of a specific term of service and/or attainment of a certain age. Unless noted otherwise in the pension plan documents covering the employee, the normal retirement date for employees shall be the attainment of age sixty-two (62) and the completion of ten (10)

years of service.

H. Eligibility for Re-Employment

An employee whose employment ends for any reason other than misconduct may re-apply for employment and be considered for vacancies for which he/she qualifies. Employees who are terminated, resign in lieu of termination for misconduct, or who fail to provide proper notice will not be considered for future employment with the City. While the past service for the City may be considered favorable experience, prior service does not grant any right of re-employment or preferential consideration.

6.11 Annual Physical Examinations

All police officers/firefighters are required to have an annual physical examination by December 31 of each year. The exam will include specific tests as approved by the Fire Chief and Police Chief respectively. The physical must be administered in accordance with the guidelines set forth in the City's Medical Examination Procedure.

All police officers/firefighters will be permitted leave with pay up to two (2) hours, upon approval of their department director to complete all components of the annual physical examination (when applicable). The specific results of the annual physical examination will not be made available to City management. However, in the case of firefighters, the physical examination provider must certify to the City that the firefighter is medically qualified to perform all functions of a firefighter, in accordance with the guidelines set forth by the National Fire Protection Association (NFPA) 1582. In the case of police officers, the physical examination provider must inform the City of medical conditions that could affect the individual performing as a police officer.

Refusal to complete all components of an annual physical examination shall be grounds for termination in accordance with the disciplinary action policy contained herein.

6.12 Employee Disciplinary Procedures

It shall be the duty of all employees to comply with and to assist in carrying into effect the City's rules and regulations, including employment and departmental policies and procedures. Employees should be made aware of the seriousness of violating regulations or actions that will necessitate disciplinary action.

A. Responsibilities

1. It is the duty of every employee to attempt to correct any faults in performance when called to the employee's attention and to make every effort to avoid conflict with the rules and regulations.
2. Supervisors are responsible for counseling employees when necessary in order to correct deficiencies and to avoid the need to exercise disciplinary action. Counseling is not considered discipline and is not subject to ~~the grievance process~~[Section 6.13 of this Manual](#). Counseling records are considered public records and shall be maintained in the employee's personnel file.
3. Discipline is an action initiated and administered when positive corrective measures designed to train or affect behavior changes are unsuccessful in attaining satisfactory employee performance; or action initiated and administered by supervisors when an employee commits a pronounced deviation regarding a rule, order, directive or procedure. Disciplinary actions become a permanent written record and are placed in the employee personnel file and may be considered during times when an increase in pay or advancement is to be determined. Discipline shall be, whenever needed, on an increasingly progressive nature in the form of reprimand, suspension, demotion, transfer or termination. Discipline shall correspond to the offense.

Probationary employees, seasonal, part-time, limited duration, volunteers and management employees do not have rights under ~~the City's Grievances policy and procedures~~[Section 6.13 of this Manual](#).

B. Grounds for Action and Types of Disciplinary Action

It shall be the duty of each employee to maintain high standards of conduct, cooperation, efficiency and economy in their work for the City. Whenever work habits, attitude, production or the personal conduct of any employee falls below a desirable standard, supervisors should point out the deficiencies at the time they are observed. Corrections and suggestions should be presented in a constructive and helpful manner in an effort to elicit the cooperation and goodwill of the employee. Supervisors shall assist employees in gaining capability through on-the-job training as required.

While it would be impossible to list all employee actions for which disciplinary action is warranted, the following list includes basic infractions and suggested disciplinary actions to be taken. In no way is the list meant to be all-inclusive, and appropriate disciplinary action may be taken for other unlisted employee actions. The disciplinary actions

noted in this section are intended to be used as a guide; therefore, more severe or less severe disciplinary action may be taken based on the circumstances.

The severity of the violation determines whether Progressive or Non-Progressive Corrective Action is appropriate. Violations under the category of Misconduct usually result in Progressive Corrective Action, whereas those under the category of Serious Misconduct may result in Non-Progressive Corrective Action (suspension without pay, involuntary demotion, or termination of employment). Provided, however, depending on the severity of the violation, a violation classified as misconduct and/or serious misconduct may be grounds for immediate disciplinary action up to and including termination.

The levels of corrective action include the following, with disciplinary action starting at the level of a reprimand:

Reprimand
Suspension (without pay)
Demotion
Termination

1. Misconduct

The “misconduct” or “conduct” for which an employee may be subject to progressive corrective action is not limited to willful misconduct. Progressive Corrective Action may be imposed for any conduct which falls short of what an employer may reasonably expect and require of an employee.

Examples of misconduct for progressive corrective action which may begin at the counseling level includes, but is not limited to, the following:

- a. Tardiness.
- b. Discourtesy.
- c. Substandard performance.
- d. Creating or contributing to poor housekeeping.
- e. Inadvertent or isolated violation of departmental rules or standards of conduct (other than “serious” misconduct which results from a lack of good judgment).

- f. Violation of the City's Dress and Appearance Policy or department related specific policy or procedure.

Examples of misconduct for progressive corrective action which may begin at the reprimand level includes, but not limited to, the following:

- g. Physical or verbal mistreatment of the public, internal or external customers
- h. Fighting on City premises or on City time
- i. Failure to immediately report a City vehicle crash or other incident, or damage (including work-related injuries or illnesses) to a supervisor. (Immediately is defined as the same work shift or as feasibly possible or in the case of injury/illness as soon as one becomes aware).
- j. Trespassing.
- k. Intimidation or coercion.
- l. Engaging in personal work on City time.
- m. Engaging in horseplay on City premises or time.
- n. Improper job performance, lack of cooperation or loafing. Productivity is not up to required standards.
- o. Habitual tardiness or absenteeism.
- p. Violation of City's Smoking and Tobacco Use Policy.
- q. Abuse or misuse of City equipment or property, or intentional waste of material.
- r. Violation of telephone or communication device usage policy.
- s. Violation of Social Media Policy.
- t. Taking more than specified time for meals or break period.
- u. Unauthorized sleeping on duty.
- v. Making or publishing false, vicious or malicious statements concerning the City or any employee.

- w. Violation of the City's Solicitation Policy.
- x. Violation of the City's Safety Policy.
- y. Unauthorized posting, defacing or removal of notices on bulletin boards City property.
- z. Being absent for one (1) schedule work day or shift without notification or approved leave, failing to notify of intended absence in a timely fashion, or failing to report after a leave of absence has expired.
- aa. Failure to report for an overtime assignment without satisfactory reason.
- bb. Violation of the City's Harassment Policy.
- cc. Gambling on City time or at City work sites.

2. Serious Misconduct

Serious misconduct may result in non-progressive corrective action, including suspension without pay, involuntary demotion or termination. Examples of serious misconduct violations which may warrant non-progressive corrective action up to and including termination, includes but not limited to the following:

- a. Theft or dishonesty.
- b. Leaving the workplace without the specific permission of the supervisor, department director or City Manager.
- c. Failing to acquire or maintain competence or legal capacity to perform the duties required of the position, including maintaining a valid driver's license, registration or certification, when such license, registration or certification is required in the classification or the position description.
- d. Failure to complete the annual physical exam if required.
- e. Failure to report or call in to work for three (3) consecutive scheduled work days/shifts for eight (8), ten (10) and twelve (12) hour employees or two (2) consecutive scheduled work shifts for twenty-four (24) hour

employees is considered job abandonment and grounds for termination.

- f. Exhibiting inefficiency, ineptitude—~~incompetence~~, irresponsibility, substandard job performance, or continued rendering of such after instruction and/or counseling.
- g. Demonstrating gross neglect of duty or a specific serious failure to perform assigned duties, including those that result from carelessness or gross neglect.
- h. Committing an act of insubordination, including the failure to obey any proper direction or an order given by a superior.
- i. Engaging in offensive conduct including rudeness, profanity or other conduct which disrupts the workplace.
- j. Committing harassment, including but not limited to sexual harassment, discriminatory in nature, or other prohibited harassment, towards another employee, customer, vendor, citizen, or any other person with whom the employee comes into contact as a result of employment.
- k. Engaging in or threatening to engage in a physical fight or engaging in a verbally abusive and/or intimidating confrontation with a supervisor, co-worker, or member of the public.
- l. Soliciting or taking for personal use a fee, gift, or other valuable object in the course of work, or in connection with it, when such fee, gift, or other valuable object so solicited or taken might be construed as receiving a favor or obtaining better treatment than that extended to other persons, either on a present or future basis.
- m. Attempting to use one's City position, City property or resource in order to affect any term or condition of employment, or to receive any type of preferential treatment/benefit for themselves or others which would otherwise not be afforded.
- n. Being dishonest, including but not limited to knowingly making false statements of misrepresentation in a matter

of official City business, in the course of the employee's work, or dealing with customers.

- o. Making false claims, misrepresentations or omissions on behalf of oneself or another (deliberate or otherwise) to obtain employment, City provided benefits, workers' compensation benefits, or other payments or credits. This would include falsification of a record or making claims on City records including employment applications, time sheets, doctor's notes or other documents.
- p. Misappropriating City funds, property, services or personnel for his/her personal use, or illegally disposing of City property.
- q. Severely violating safety policies, procedures or regulations, including but not limited to performing unsafe acts and/or failing to enforce safety practice, wear and/or use safety equipment, immediately report a work-related personal injury or damage to property or equipment, or comply with safety policies, procedures, or regulations.
- r. Being at-fault in a significant traffic crash or other incident on the job that results in personal injury or injury to others.
- s. Being found to have drugs and/or alcohol present in one's system or in violation of the City's Drug Free Workplace Policy.
- t. Willful destruction, being careless or engaging in other behavior resulting in the loss or damage of City property, including but not limited to negligently operating a City owned or other vehicle used in the service of the City.
- u. Having unauthorized possession or use of City property or the property of a co-worker.
- v. Misusing the City purchasing or credit card and/or fuel card.
- w. Possessing unauthorized weapons or explosives on or in City owned or leased property, or during the course of performing one's job, including a concealed weapon unless authorized as part of the employee's job duty.

- x. Being committed or convicted of, or plead guilty or no contest to an act which constitutes a felony or misdemeanor having specific relevance to the duties of the employee's classification, or any felony, first degree misdemeanor or other serious crime including but not limited to DUI and DWI.
- y. Failing to immediately notify direct supervisor/management if the employee's valid Florida driver's license, as required by their job description, is denied, expired, suspended or revoked, or if ticketed for a parking violation while operating a City vehicle, or a moving violation or red light camera ticket while operating a motor vehicle while conducting City business.
- z. If the employee is required to maintain a commercial driver's license (CDL), failure to immediately notify direct supervisor/management of all moving violations and red light camera ticket, except parking, regardless of the violation or type of vehicle driven at the time, on or off the job; or violation of any other driving related procedures.
- aa. Following an arrest of an unlawful act should there be credible knowledge that a City policy or standard of conduct was violated or admission made to the law violation, a conviction of a criminal offense, being indicted by a Grand Jury, and/or incarcerated.
- bb. Failing to ~~immediately~~ notify supervisor and/or management within three (3) days of arrests or convictions of a criminal offense, having been indicted by a Grand Jury, or incarcerated and/or charged with any unlawful act.
- cc. Knowingly and willfully modifying, using or accessing data, communications systems, program or supplies used or intended to be used in City computers, computer systems, communications systems, or network without the required approval, or any other violation of a City's telephone, email/internet, or communications device usage policies.
- dd. Unauthorized or inappropriate use or disclosure of confidential information, including but not limited to as

personal information, any information included in a personnel file, and pay rates from official records.

~~dd-ee.~~ Disrupting, disturbing, or in any way interfering with an investigation, including but not limited to knowingly making false allegations, statements or misrepresentations during the course of an investigation, spreading false information concerning an investigation, or having inappropriately influenced (or attempted to) witnesses, potential witnesses or investigator(s).

~~ee-ff.~~ Exhibiting actions or conduct, on or off the job, that could be detrimental to the City or City's operations, could affect performance of one's job, and/or could have a negative impact on the City, including the City's reputation (e.g., indecency or immoral conduct).

~~ff-gg.~~ Violating any City (this or other) or departmental policy, procedure, rule, standard of conduct.

~~gg-hh.~~ Violating Information Security Procedure

~~hh-ii.~~ Failure to take action to address concerns/complaints

~~ii-ji.~~ Failure to report a moving violation for employees whose job duties include driving as an essential function of their job.

~~ji-kk.~~ Violating any other properly substantiated cause that is in the best interest of the City.

C. Intent of Disciplinary Action

1. ~~It is intended that effective supervision and employee relations will avoid most matters which necessitate disciplinary action.~~ The purpose of these rules and regulations, and disciplinary action for violations of such rules and regulations is not intended to restrict the rights of anyone, but to ~~ensure the rights of all and to~~ secure cooperation and order throughout City employment.
2. The severity of disciplinary action should be related to the gravity of the offense(s), the employee's record of disciplinary action, his/her length of service, and City policy in similar cases. Any adverse action taken must be for good cause, be consistent with other such actions taken by the City and be fair and equitable.

3. The following provisions shall govern disciplinary actions affecting employees in the City service. A department director, subject to the appeal rights of the regular employee as stated herein, shall have the following alternatives for disciplinary action:

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~~ [Section 6.13 of this Manual](#). Supervisors may retain supervisory notes on counseling. Counseling records are considered public records and shall be maintained in the employee's personnel file. A counseling may be used for minor first offenses of tardiness, discourtesy, substandard performance, or other items as outlined in section 6.12 subsection B of this manual.

Reprimand:

Unless the incident, action or behavior of the employee is such as to initially warrant a more severe type of disciplinary action, a reprimand shall usually be issued for first offenses. Depending upon the circumstances or seriousness of the offense, one additional reprimand may be given for repetition of the same type of offense. Reprimands should state the necessary corrective action and a warning that repeated offenses may lead to sterner measures. A copy should be filed in the employee's personnel records.

Suspension:

A department director may for disciplinary purposes, suspend without pay any employee under the department director's supervision for such length of time as is considered appropriate, but not to exceed thirty (30) work days/shifts in any twelve (12) month period.

- a. A written statement (Intent to Suspend) specifically setting forth reasons for and the length of time of such suspension shall be furnished to the affected employee. Notice of the charge or charges against the employee shall be specific and include the date, time, place, and nature of the violation or misconduct charged in sufficient detail to provide the employee an opportunity to prepare a response. Such notice shall be signed by the department director.
- b. An employee served with an intent to suspend notification will be given an opportunity to respond to the department director's notice

upon receipt or within five (5) calendar days of receipt of the intent to suspend letter in a meeting to be held with the employee and the department director. This meeting shall be scheduled by the employee's department. Upon completion of the meeting, the department director shall make a final decision regarding the suspension and shall provide written notice of that decision to the employee. The department director's decision following the response meeting constitutes the final step in the City's internal review process.~~the department director will make his/her final decision.~~ If the employee's suspension is upheld, the employee will begin to serve the suspension the following scheduled shift.

~~c. Upon proper hearing, the City Manager may require the department director to pay the employee who has been suspended for the number of days in excess of five (5) by which the effective date of the suspension preceded the notice. Otherwise, variance from this rule shall not affect the validity of the action.~~

~~d.c.~~ Notice of disciplinary action, including intent to suspend, against an employee shall be made by delivering a copy of such notice to the employee in person or by mailing a copy of such notice by certified mail to the last known address of the employee as reflected in the records of Human Resources.

~~e.d.~~ When court action, an investigation, or a trial on any charge(s) is pending against an employee and he/she is suspended, such suspension without pay may be extended by the department director until final court action is taken or disposition of the charge(s) has been made.

Demotion:

See section 6.7 Demotions for the processing of involuntary demotion.

Termination:

See section 6.10 Termination of Employment, subsections B and C for the processing of involuntary termination of employment.

6.13 ~~Employee Grievance Procedure~~Special Review of Protected Conduct

It is the policy of the City that all employees shall be treated fairly and consistently in all matters related to their employment. When If an employee regular believes they have been subject to an adverse employment action as a result of engaging in conduct protected by law or City policy, employee feels

~~that he/she has not been so treated, he/she shall have the right to present a grievance~~ review or appeal free from interference, restraint, coercion, discrimination, or reprisal. The employee shall be entitled to time off from his/her regular duties for the presentation of ~~his/her request a grievance or appeal~~ without loss of pay, vacation or other credits. ~~Probationary employees, seasonal, part time, limited duration, volunteers, and management employees do not have rights under the City's Grievances policy and procedures.~~

A. The right to request review under this section is strictly limited to instances where an employee alleges that an adverse employment action—~~such defined as suspension, demotion, termination, or other significant disciplinary measure~~—was taken in retaliation for, or in connection with: ~~grievance process is to be used only to address actions affecting a term or condition of employment (i.e., formal disciplinary action is taken). A term or condition of employment is any adverse monetary action resulting from involuntary demotions, suspensions and termination, with the exception of layoffs or any changes in pay as a result of economic or budget conditions. Additionally, the grievance process does not apply to counseling, reprimand, coaching plan, performance improvement plan, performance evaluation, merit increase, adjustment, transfer, leave of absences and modified duty requests. Compensation shall not be deemed a proper subject for consideration under the grievance procedure.~~

- i. Reporting or being the subject of a report of sexual misconduct;
- ii. Engaging in whistleblower activity, including reporting illegal conduct, gross mismanagement, waste of public funds, abuse of authority, or danger to public health or safety;
- iii. Exercising rights protected by applicable anti-discrimination or retaliation laws; or
- iv. Participating in an investigation, complaint process, or legal proceeding involving any of the above.

This process does not apply to routine disciplinary actions, performance-related issues, or other employment decisions that do not involve protected conduct.

A.B. Procedure

Employees who fall under the purview of section 6.13(a), ~~The employee may request a hearing to grieve the decision of the~~

~~department director to~~ submit a written request for review directly to ~~the~~ City Manager within five (5) calendar days from the date of ~~written notification (or postmarked date for mailed correspondence)~~ the adverse employment action. The request must be in writing. ~~The request must clearly state the alleged protected conduct, the adverse action taken, and the basis for believing the action was improper or retaliatory.~~ The employee may have the ~~grievance hearing~~ request before the City Manager in the presence of the department director or any other person the City Manager may select.

1. ~~Upon receipt of a qualifying request, the City Manager will~~ ~~if the employee does grieve to the City Manager, the City Manager will:~~
 - a. Within a reasonable time, ~~conduct a prompt and impartial review. This may include review of documentation, interviews with relevant individuals, and an informal hearing if deemed necessary.~~ ~~grant a hearing to the employee and render a decision.~~
 - b. ~~The decision of the City Manager may confirm~~ ~~The City Manager will then render a decision confirming,~~ ~~reversing~~ ~~se,~~ or ~~modifying~~ the ~~decision of the department director~~ ~~adverse employment action~~. The City Manager issues his/her decision in the form of a letter issued to the ~~grievant~~ ~~employee~~.
2. The decision of the City Manager is final and ~~not subject to further review within the City's administrative structures~~ ~~shall not be appealed to the City Council.~~ ~~An employee cannot grieve to the City Council any act or decision of the department director or City Manager.~~

6.14—14 Modified Duty Assignment

If an employee 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 unless, at the department director'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 department. In the event there are no modified duty work opportunities available in the department, the City Manager may approve modified duty status for work in other departments of the City.

If such an opportunity is available, the department director shall inform the employee in writing of any modified duty assignment(s) and the physical

capabilities required for their performance.

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

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 (ADA). 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 policy.~~

An employee 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 an employee is performing a modified duty assignment. Accumulated sick, vacation or compensatory leave may be used to make up for a loss of pay if the modified duty assignment is based on a schedule that is less than the hours worked by the employee in a regular pay period.

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

6.15—15 Smoking and Tobacco Use

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

6.16—16 Searches

There shall be no expectation of privacy related to City property including

but not limited to City issued vehicles, phones, cell phones, desks, lockers, computers and e-mail. City supervisory and managerial employees have the right to enter or search City property with or without notice. All reasonable attempts will be made to conduct the search in the presence of the employee and their supervisor as applicable.

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Employee Acknowledgement of Receipt Employment Policies Manual

This will acknowledge that I have received my copy of the City of Clermont (City) Employment Policies Manual.

I understand that the official version of the City's Employment Policies Manual (manual) will be maintained in electronic form in the Human Resources Collective Folder.

I understand that this manual represents City policies, does not create a contract of employment, and that the City may make changes in it from time to time.

I understand that I have the right to terminate my employment at any time with or without cause, and that the City has the same right.

I agree to comply with all policies, procedures, and practices now or hereafter adopted by the City.

I understand that this acknowledgment will become a part of my official employee file.

Chapter 1 General

1.1 Administration

A. Purpose

This manual was prepared to establish consistent equitable policies for City employment, and to acquaint new personnel with the policies and regulations of the City of Clermont (City). This Employment Policies Manual (manual) was adopted by the City Council by Resolution No. #2017-61 on December 12, 2017. This manual is not an expressed or implied contract, nor does it create any legally enforceable obligations on the part of the City of Clermont or its employees.

B. Scope

This manual shall apply to all employees of the City of Clermont with the exception of temporary employees, the Mayor and Council Members. Certain provisions may not be applicable to all employees, such as part-time and probationary employees, and such areas shall be noted. If any provisions of these policies conflict with an existing provision of an approved labor agreement between the City and a registered bargaining unit, the labor agreement will prevail in regard to employees in the bargaining unit covered by that agreement.

C. City Control, Responsibilities and Authority

The City is governed by the Council-Manager plan of government. Clermont residents elect the City Council. The City Council appoints, directs and evaluates the City Manager. The City Council establishes policies and procedures related to education, training, operations, services, and maintenance of the City. The City Council has the responsibility for requiring effective administrative action through the City Manager. The City Manager and his/her administration reserve the right to reprimand, suspend, discharge or otherwise discipline employees for cause; to hire, promote, transfer, layoff and recall employees to work; to determine the number of employees and the duties to be performed; to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment and other property of the City; to determine the number, location and operation of departments, and all other units of the City, the assignment of work, the qualifications required and the size and composition of the work force; and to otherwise generally manage the City, attain and maintain full operating

efficiency and optimum service, and direct the workforce in accordance with the needs and requirements of the City.

The City Manager, under the policy direction of the City Council, shall be primarily responsible for the overall administration of City employment policies and procedures. However, the department director shall be responsible for ensuring that the employment policies and procedures are carried out day-by-day in their department.

D. Employment at Will

Within the limits of any constitutional or statutory limitations applicable, employment with the City is considered “at will” and may be ended either by the employee or by the City at any time with or without cause. It is the City’s policy to treat employees fairly and consistently, and the City has established guidelines for disciplinary action and performance improvement which provide the employee an opportunity to address and respond to issues of discipline or performance. However, publication or use of these guidelines should not be interpreted as to create a guarantee of employment or an expectation of continued employment.

E. Employment Policies Manual Revisions

Revisions to the Employment Policies Manual may from time to time be proposed and approved by the City Council. A copy of this policy will be made available to all City employees. Any deviation from this policy will be made only by the City Manager, in writing, to the department director of the employee or department affected.

F. Department Rules

Department directors are authorized to promulgate rules additional and supplemental to this manual provided they are not in conflict with the regulations herein. All such rules shall be approvable, amendable and revocable by the City Manager.

1.2 Employee Conduct

A. Employee Courtesy

All employees shall render courteous service to the public. The attitude of a City employee should at all times promote the good will and favorable attitude of the public toward the City, administration, and its programs.

B. Telephone Usage

City telephones are for City business. Long distance calls are to be made only by employees authorized by the responsible department director. Excessive personal telephone use will not be permitted and may be cause for a reprimand.

Employees shall not operate a vehicle while wearing a headset, headphones, or other listening device, other than a hearing aid or instrument for the improvement of defective hearing. The only exception to using a headset is when the employee is communicating as described below, and the sound is provided through one ear and allows surrounding sounds to be heard with the other ear.

Employees are prohibited from using any telephonic or communication device without a Bluetooth or other hands-free device unless specifically approved by the City Manager (or designee/department director), while operating any City-owned or leased vehicle, apparatus, machinery, or equipment. In addition, employees are responsible for ensuring that use of any electronic device does not cause distraction (i.e., texting, fiddling with the device, taking eyes off the road, and participating in conversations that may interfere with the driver's ability to drive safely).

C. Lunch Period

Employee lunch periods will be determined by the department director as required for efficient departmental functions.

D. Conflict of Interest and Ethics

All employees are subject to and required to act in full compliance with Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees.

E. Solicitation

Solicitation during working hours on City property or in public areas by any City employee or by non-employees is prohibited. Bulletin boards are City property and materials posted thereon must be approved by the City Manager or a department director. There shall be no distribution of literature during working hours or on City property without permission of the City Manager. Examples of solicitations for purposes of this rule include, but are not limited to: solicitations for magazines or periodical subscriptions, memberships in organizations, and solicitations for political contributions. Examples of distributions for purposes of this rule include, but are not limited to: applications for memberships in organizations,

political literature, subscription forms and informational bulletins. Exceptions to the solicitation policy must be approved by the City Manager.

F. Gifts and Gratuities

1. No employee shall accept gifts, gratuities, or loans from organizations, business concerns or individuals with whom he/she has official relationships on City business. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, or to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions.
2. No employee shall solicit contributions from another employee for a gift to an employee in a superior official position nor shall such superior accept a gift presented as a contribution from employees receiving less salary than himself/herself. The foregoing, does not, however, prohibit a voluntary gift of nominal value when made on a special occasion.
3. No person seeking appointment to, promotion or transfer with the City shall either directly or indirectly give, render or pay any money, service or other thing of value to any person in connection with an appointment, promotion, or transfer or a proposed appointment, promotion or transfer. This prohibition is not intended to prevent payment to a legitimate employment agency.

G. Outside Employment

1. Outside employment is any paid employment performed by an employee in addition to his/her employment with the City and is subject to approval as set forth herein. The following criteria will apply to outside employment:
 - a. Such employment shall not cause the employee to be late to work, to leave early, to be unavailable for work beyond normal duty hours, or cause any reduction in the employee's efficiency when on duty with the City.
 - b. Such employment shall not involve a conflict of interest or conflict with the employee's duties.
 - c. Such employment shall not involve the performance of duties which the employee should perform as part of his/her job with the City.
 - d. The nature of the outside employment shall not be such as to bring

discredit or embarrassment on the City.

- e. Outside employment shall not occur during assigned working hours unless the employee is on approved leave.
2. Any employee wishing to engage in outside employment must submit a request in writing to his/her department director using the related approval request form. The request should outline in detail the duties to be performed and the amount of time, stating specific hours to be devoted to these duties. Department directors shall immediately notify the City Manager of outside employment requests prior to approving the request. Once the City Manager has reviewed, the Department directors are subsequently authorized to formally approve outside employment consistent with the guidelines above. Department directors are also authorized to direct an employee to discontinue outside employment, at any time, if it is later found to be inconsistent with the guidelines. Approval request forms are retained in the employee personnel file.

H. Payments of Financial Obligations

Every employee is expected to pay just debts and financial obligations, particularly those directed by court order. The City is neither a collection agency nor an arbiter when the validity of a debt is questioned.

I. Drug Free Workplace

The City is committed to maintaining a workplace that is free from the presence and effects of drugs and/or alcohol, providing the highest level of service to its citizens, and minimizing the risk of incidents and injuries.

1. The City prohibits employees from using, selling, dispensing, distributing, possessing, or manufacturing illegal drugs and/or alcoholic beverages while on City premises, work sites, or in a City vehicle. In addition, employees are prohibited from off premise use of alcohol and possession, use, and/or sale of illegal/prescription drugs, when such activities adversely affect job performance, job safety, or interferes with the City's ability to carry out its mission.
2. As a term and condition of employment, employees must refrain from taking drugs/alcohol that impair performance or are illegal on or off the job.
3. Employees must notify their supervisor if they have been prescribed a drug for a medical or other condition which could impair their ability to perform their job. If it is determined that the employee is unable to

perform his/her job due to impairment caused by the medication, the employee should apply for appropriate leave and discuss the situation with his/her supervisor.

4. Pursuant to the City's expectation of employee conduct and Drug Free Workplace regulations, the City conducts drug and/or alcohol tests for the following reasons: pre-employment, reasonable suspicion, post-incidents, routine fitness for duty, random, and follow-up.
5. Employees and/or supervisors shall report immediately (during that working shift) to their department director and/or Human Resources Director any action by any employee who demonstrates an unusual behavior pattern. An employee believed to be under the influence of drugs and/or alcohol will be required to submit to a drug and/or alcohol test.
6. An employee will be subject to corrective action, up to and including termination, for violation of this policy.
7. The City Manager shall establish procedures to implement this policy.

J. Political Activity

1. Every employee shall have the right to express freely his/her views as a citizen and to cast his/her vote.
2. Coercion for political purposes of and by employees and use of their positions for political purposes is prohibited.
 - a. No employee or official of the City shall, directly or indirectly, coerce, attempt to coerce, or advise an employee to pay, lend, or contribute anything of value to a party, committee, organization, agency or person for political purposes.
 - b. No employee or official of the City shall use City resources of any kind, including, but not limited to, the City logo or City equipment, or official authority or influence, for the purpose of interfering with or affecting the result of an election or a nomination for office.
3. Participation in partisan political activity by employees shall be permitted to the extent as provided under the Federal Hatch Political Activities Act, as amended, and any subsequent amendments which may be made thereto. However, at no time shall any such activities be permitted by an employee in a City uniform.

4. Any employee who is not subject to the Hatch Act shall be granted a leave of absence not to exceed four (4) months for the purpose of seeking an elective public office in an election. During the leave of absence, the employee shall use accrued annual leave, compensatory leave or personal days prior to going in an unpaid status. Unless otherwise provided by law, if a City employee is elected to City of Clermont office, he/she shall at the time of taking office, resign in good standing from City service.
5. Partisan political discussions and partisan political activities by employees are prohibited during on-duty hours.
6. Any person violating the provision of this section may be subject to termination by the City Manager.

K. Use of City Property

1. The City attempts to provide each employee with adequate tools, equipment and vehicles for the job being performed and expects each employee to observe courteous and safe operation of vehicles and equipment in compliance with all municipal, county and state vehicular regulations.
2. Employees who are assigned tools, equipment or vehicles by their departments are responsible for them and their proper use and maintenance.
3. The use of City property, material, supplies, tools, equipment or vehicles for personal or private business use is prohibited, unless approved by employment agreement or by the City Manager. Violations may result in termination and possible prosecution.

L. E-Mail / Internet Usage / Artificial Intelligence

1. E-Mail and internet services are provided to employees for the purpose of conducting their job duties in the most efficient manner possible and are not intended for personal use. All electronic communications generated by employees with City equipment, or stored on City equipment, are the property of the City and therefore not considered private and may be considered public records subject to disclosure in accordance with Florida Law.
2. Employees are prohibited from using the City's e-mail and internet system to transmit or receive any improper communication, including but not limited to inappropriate comments or jokes, cartoons, or any other communication which is political, derogatory, vulgar, obscene,

offensive or sexually explicit.

3. The City will periodically access and monitor communications and files on the City's e-mail/internet system as deemed to be necessary or appropriate in the enforcement of the acceptable use of City equipment and systems.
4. Employees who use the City's e-mail/internet system inappropriately or illegally are subject to discipline up to and including termination and civil or criminal prosecution, if deemed appropriate.
5. The city recognizes the use of third-party or publicly available GenAI tools (AI, artificial intelligence), including ChatGPT, Google Bard, DALL-E, Midjourney, Microsoft Copilot and other similar applications that mimic human intelligence to generate answers, work product, or perform certain tasks. To assist employees in making responsible decisions about the use of artificial intelligence, the following guidelines for the appropriate use of AI have been established:
 - a. Employees must:
 - Understand that GenAI tools may be useful but are not a substitute for human judgment and creativity.
 - Understand that many GenAI tools are prone to "hallucinations," false answers or information, or information that is stale, and therefore responses must always be carefully verified by a human.
 - Treat every bit of information an employee provides to a GenAI tool as if it will go viral on the Internet, attributed to the employee or the City, regardless of the settings selected within the tool (or the assurances made by its creators).
 - Inform their supervisor when they have used a GenAI tool to help perform a task.
 - Verify that any response from a GenAI tool that they intend to rely on or use is accurate, appropriate, not biased, not a violation of any other individual or entity's intellectual property or privacy, and consistent with City policies and applicable laws.
 - b. Employees must NOT:
 - Represent work generated by a GenAI tool as being their own original work.
 - Use GenAI tools to make or help make employment decisions about applicants or employees, including recruitment, hiring, retention, promotions, transfers, performance monitoring, discipline, demotion, or terminations. Upload or input any confidential, proprietary, or sensitive City information into any GenAI tool (e.g., passwords and other credentials, protected health information, personnel material, Confidential/Sensitive information,

or any other information that might be harmful to the City if disclosed).

- Upload or input any personal information (names, addresses, likenesses, etc.) about any person into any GenAI tool.
- Integrate any GenAI tool with internal city software without first receiving specific written permission from their supervisor and the IT Department.
- Use GenAI tools other than those on the approved list from the IT Department. Malicious chatbots can be designed to steal or convince you to divulge information.

M. Valid Driver's License

1. All operators of City vehicles and equipment are required to have a valid State of Florida operator's or commercial license, as applicable, and shall immediately notify their supervisor of any change in status to their license. Certain job classifications require a commercial license as a condition of employment.
2. Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or equipment operator may result in a demotion or termination.
3. Motor vehicle reports will be requested annually for all employees who are authorized to drive a City vehicle or their own vehicle while conducting City business. In certain circumstances when an employee is deemed a "high risk driver", the motor vehicle report will be monitored every six (6) months for a period of two (2) years. If an employee's annual Motor Vehicle Report reveals a suspended or revoked driver's license or a driving record that demonstrates repeated offenses and flagrant disregard for traffic laws, the employee will not be allowed to drive a vehicle while conducting City business. If these restrictions create a hardship for the City, the employee will be transferred or demoted to a position which does not require driving and for which the employee is otherwise qualified. If no position is available, the employee will be terminated from employment.

N. Safety

It is the policy of the City to maintain a work environment for all employees that is both healthy and safe. A separate safety manual sets forth the safety procedures and practices expected of all City employees.

O. Harassment

It is the policy of the City to maintain a work environment for all employees

which is free of conduct which can be considered harassing, coercive or disruptive. The City has adopted a separate policy that sets forth guidelines for dealing with harassment in the workplace.

P. Sexual Misconduct

It is the policy of the City to maintain a work environment for all employees which is free of any form of sexual misconduct, including actual, attempted or threatened sexual assault, sexual abuse, sexual exploitation, indecent or sexual solicitation, or public indecency, as defined by state and local laws. The City has adopted a separate policy that sets forth guidelines for dealing with sexual misconduct in the workplace.

Q. Dress/Appearance

The City expects all employees to dress in a manner which is appropriate for the type of work performed and have a neat and orderly appearance. A separate policy has been adopted that sets forth guidelines for dealing with appropriate dress and appearance.

R. Fraternization

The City strongly discourages, but does not prohibit, consensual romantic or espousal-like relationships between co-workers or between employees and contractors or others doing business with the City. However, the City recognizes its responsibility to caution employees of the potential problems posed by such relationships. These problems include conflicts of interest, interference with the productivity of co-workers, and potential charges of harassment.

It is the obligation of all affected employees to immediately advise their department director when such a relationship exists so that the effect, if any, of the relationship on City operations may be fully evaluated and appropriate action taken. Should a conflict of interest exist, or there is a strong likelihood that one will arise, the City shall consider action which protects the interests of the City. In no case, may one individual have any supervision over the other nor may one individual be subject to learning confidential information about the other. City action to prevent or address such possible work-related problems may include re-assignment of one member to another department, division or location (if a suitable vacancy exists). If no suitable arrangements can be made, one individual will need to resign their position.

S. Social Media

The City understands that social media can be a fun and rewarding

manner to share information and opinions with family and friends, however the use of social media also presents certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about the use of social media, the following guidelines for the appropriate use of social media have been established.

The City's policy is that employees are to be thoughtful in all their communications and dealings with others, including email and social media used both personally and through the course of City work. Only those employees specifically designated to do so, may post to and maintain the City's social media sites.

Social media includes all means of communications or posting information or content of any sort on the Internet, an employee's own or someone else's web log or blog, personal website, social networking (Facebook, Twitter and the like) or affinity web site, web bulletin board or chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

A public blog is not an approved venue to communicate internal City policies nor for employees to air opinions, disputes, or grievances that are City-related. Work-related complaints are more likely to be resolved by speaking directly with co-workers or by utilizing the city's open door policy/practice, than by posting complaints to a social media outlet.

When acting or appearing to act as a representative of the City or identifying oneself as an agent or employee of the City, either overtly or by inference, an employee shall never harass, threaten, libel, or defame fellow professionals, employees, citizens, customers or anyone else.

To assist in making responsible decisions about the use of social media, the following guidelines apply:

1. Know and follow the rules
 - a. Carefully read the City's policies, particularly the Standards of Conduct where expectations and regulations regarding ethics, information, discrimination and harassment can be found. If any aspect of the policy is unclear, consult Human Resources for clarification.
 - b. Ensure social media postings align with City policies.
2. Be respectful
 - a. Always be fair and courteous to fellow employees, officials,

volunteers, citizens, customers, vendors and others who work or serve on behalf of the City.

- b. Avoid offensive posts of statements, photographs, and video or audio that could reasonably be viewed as malicious, obscene, threatening, intimidating, that disparage others (including employees, customers, vendors or City partners) or discriminatory or might constitute harassment, bullying, or contribute to a hostile work environment. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy.

3. Be honest and accurate

- a. Always be honest and accurate when posting information or news. If a posting mistake is made, correct it quickly. Never post any information or rumors known to be false about the City, employees, customers, vendors or City partners.

4. Employees shall not post any material that is privileged property of the City.

5. Employees shall comply with confidentiality, financial disclosure, and other similar laws.

6. Employees shall not create a link from a personal blog, website or other social networking site to a City website without advance approval of the City. Approval must be granted by either the City Manager, the Communications Director, or a department director.

7. Employees shall express only personal opinions; make clear that personal views do not in any way represent the views of the City, its officials, employees, volunteers and other affiliates. Unless specifically authorized by the City Manager, under no circumstances shall an employee post any information or news that suggests, portrays or states, in any manner, that the employee is an authorized representative or spokesperson for the City.

8. Employees shall not use in any manner in any picture, video or image any equipment or item containing or depicting any identifying mark or logo of the City without prior approval by the City Manager.

9. Using social media at work

- a. Refrain from using social media while on City work time and on

City provided equipment, unless authorized by the department director as work-related.

- b. Do not use the City's email address to register on social networks, blogs, or other online tools utilized for personal use.

Employees are solely responsible for what they post online. Violation of this policy (including conduct that adversely affects job performance, the performance of employees, customers, vendors, City partners or legitimate City business interests) may be considered grounds for discipline, up to and including termination.

Retaliation or taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in a related investigation is prohibited and will be subject to disciplinary action up to and including termination.

Employees should not speak to the media on behalf of the City without contacting the Communications Director. All media inquiries should be directed to the City Manager, Communications Director or a department director.

Nothing in this policy prohibits or is intended to prohibit employees from discussing their terms and conditions of employment, which includes wages and working conditions. Additionally, this policy is not intended and will not be applied in any way that interferes with employees' exercise of their rights under local, state or federal laws.

T. Identification Badges

Employees are issued identification badges and shall wear them while at work and/or conducting City business.

1.3 Definitions

- A. Administration – The City Manager, department directors and supervisory employees.
- B. Appointment – Initial employment in the City service.
- C. Break in Service – Any absence from work through voluntary or involuntary termination for any cause. Leaves granted for appropriate reasons will not count as a break in service.
- D. Demotion – A voluntary or involuntary change from a higher to a lower pay grade or position with resulting decrease in salary.

- E. Educational Leave – Authorized absence (without pay) for training purposes.
- F. Leave without Pay – Authorized absence without pay.
- G. May – The word “may” shall be interpreted as permissive.
- H. Military Leave – Authorized absence of employee for active military duty.
- I. Overtime Pay – The compensation made for the work done in excess of the normal work period.
- J. Position and/or Employee Type –
 - 1. Benefits Eligible – Employees/positions designated to work a minimum of thirty-two (32) hours per workweek.
 - 2. Full-Time – Positions designated to work forty (40) hours per workweek or otherwise designated for firefighters and police officers.
 - 3. General Employee – An employee that is not a police officer or firefighter.
 - 4. Reduced Hour – Positions designated to work a minimum of thirty-two (32) hours and less than forty (40) hours per workweek.
 - 5. Part-Time – Positions designated to work up to and including twenty-five (25) hours per workweek.
 - 6. Seasonal – Positions designated to work on a seasonal basis. Employment terminates upon completion of the seasonal duties for which they were hired.
 - 7. Limited Duration – Positions that are specifically approved by the City Manager for an indefinite period of time; usually not to exceed six (6) months.
 - 8. Temporary – Individuals who are employees of temporary labor agencies.
 - 9. Probationary Employee – Non-management employees who have not successfully completed the period of probation established for their position.
 - 10. Regular Employee – Non-management full-time or reduced hour employees who have satisfactorily completed the period of probation established for their position.

11. Management Employees – Department directors and any other at-will employees designated in writing to serve at the will and discretion of the City Manager.
12. Special Events –Special events are defined as those events included in the Special Events list maintained by Parks & Recreation on the Recreation Collective folder. The department director or designee will review the impact of each of these events and shall determine if staffing is needed.
- K. Promotion – Advancement from a lower to a higher grade or progression.
- L. Reappointment/Rehire – Appointment of an individual who has had previous service with the City.
- M. Reclassification - Revision of a job description resulting in significant changes to the essential job functions.
- N. Reduction in Force – Involuntary separation resulting from curtailment of work.
- O. Resignation – Voluntary separation from employment.
- P. Retirement is defined as having met the age and years of service as defined by the plan documents for either the general employee defined contribution plan, or the police and fire defined benefit (pension) plan.
- P. Shall – The word “shall” shall be interpreted as mandatory.
- Q. Suspension – Discontinuance of duties with or without pay.
- R. Termination – Involuntary separation from employment.
- S. Transfer – Change from one position to another within the same paygrade
- T. Workweek – The minimum number of hours regularly scheduled to be worked during any seven (7) consecutive days.

Chapter 2

Employment Practices

2.1 Equal Employment Opportunity

In accordance with federal, state, and local laws, the City of Clermont is committed to maintaining a workforce and work environment that is free of unlawful discrimination including harassment, on the basis of race, color, national origin, sex, religion, disability, age, sexual orientation, gender identity, marital, veteran, pregnancy status, genetic information, or any other status protected by applicable law.

The prohibition against employment discrimination and harassment may extend to conduct that employees are subjected to from vendors, contractors, customers, volunteers or others who enter the workplace. The City of Clermont is committed to complying with all applicable federal, state, and local civil rights laws pertaining to employment practices.

The City makes reasonable accommodations for qualified individuals with disabilities unless doing so would result in an undue hardship to the City. This policy governs all aspects of employment, including recruitment, selection, hiring, job assessment, promotion, transfer, training, compensation, discipline, termination, and benefits.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring such issues to the attention of the immediate supervisor, department director, Human Resources Director, or City Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

2.2 Recruitment

The City of Clermont is committed to ensuring that the recruitment and selection process is fair, open, and transparent and shall comply with all relevant legislation. Employment shall be offered based on each candidate's knowledge, skills and abilities for the vacancy.

All vacant positions must be advertised to ensure the most qualified and suitable candidate is selected. At the department director's discretion, the advertising may be internal and/or external. External advertising may be placed in various media outlets depending on the nature of the position. Internal advertising will be communicated to all employees via City email and posted on the City's intranet.

2.3 Application

Applicants seeking employment with the City must file a completed employment application provided by the City.

Fraudulent conduct or false or omitted statements of fact by an applicant shall be deemed cause for exclusion of the applicant from consideration for the position or termination from City employment. Applicants will be prohibited from applying for an employment opportunity with the City for a period of one calendar year from the time that the false statement is made.

2.4 Selection

A. Screening

As determined by the City Manager, the selection process may include one or more or all of the following: oral interviews, evaluation of experience and training, reference checks, written examinations, and performance tests.

At the hiring manager and department director's discretion, interviews may include: phone-screenings, direct one-on-one, and panel interviews. Hiring managers may decide to end an interview prematurely if the candidate is acting in an unprofessional manner that is not in line within the city's employee conduct policy.

B. Pre-Employment Background Investigation

It is the policy of the City that as a condition of employment, all employees and volunteers must successfully complete a background investigation. A comprehensive background check is conducted on selected candidates as appropriate for the position, which may include but not be limited to criminal, driving, employment history, education, professional licenses/certifications, and references. Credit checks, when deemed appropriate, are conducted in accordance with the provisions of the Fair Credit Reporting Act.

Selected candidates shall not begin work until the candidate meets all background requirements, and for applicable positions this shall include pre-employment physical and testing. The City Manager shall establish procedures to implement this policy.

C. Pre-Employment Drug Testing

It is the policy of the City that all candidates for specific positions (as deemed applicable) must successfully pass a drug test that screens for

the presence of illegal drugs/alcohol. The City has adopted a policy herein and a separate procedure regarding drug testing. The City will schedule and pay the full cost of the standard pre-employment drug testing.

Documentation of the successful completion of the pre-employment drug testing shall be maintained on file in Human Resources and in the personnel file if applicable.

D. Pre-Employment Physical Examination

It is the policy of the City that all candidates identified for specific positions and volunteers (as deemed applicable) must successfully pass a pre-employment physical examination. The City has adopted a separate procedure regarding the pre-employment physical examination process. The City will schedule and pay the full cost of the standard pre-employment physical examination.

Documentation of the successful completion of the pre-employment physical examination shall be maintained on file in Human Resources.

E. Qualified Applicants

The City Manager or his/her designee (Human Resources along with the hiring department) shall categorize those persons eligible for a position as being qualified. The City Manager or his/her designee (department director) shall make the selection from such persons.

F. Nepotism

No City official, department director, or supervisor may appoint, employ, promote, advance or be influential in any way in the employment of any individual who is a relative of the City official, department director, or supervisor. Further, no relative of an employee may be hired by the City to fill a position which would cause the current employee to either have jurisdiction over or be subject to the jurisdiction of the relative. For the purposes of this section only, relative means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

G. Employment Laws

All applicable federal, state and local laws pertaining to employment practices will be complied within the City's employment procedures.

H. Age Requirements

Applicants for full-time employment must be 18 years of age or older, with the exception of police officer candidates who must be 19 years of age or older. Persons who have reached their 16th birthday may be considered for seasonal part-time employment within the limits of state and federal laws.

I. Veterans' Preference

The City shall comply with Florida Statute 295.07 which requires that Veteran's Preference and special consideration be given to all eligible veterans and eligible spouses of veterans at each step of the employment selection process, if the minimum qualifications are met. This includes preference and priority in appointment, retention, reinstatement, reemployment and promotion, except those that are exempt, including but not limited to heads of departments, policymakers and/or managers, or persons employed on a temporary basis without benefits. An applicant who meets the criteria for receiving Veteran's Preference must submit the appropriate documentation at the time of application or within five (5) business days of employer notification.

J. Internship/Volunteer Opportunities

Current employees are prohibited from participating in City internship/volunteer opportunities. Employees are not prohibited from volunteering for city-affiliated organizations (e.g., Historical Society member) provided they are not in positions requiring voting or serving as board members or officers. Employees who are volunteering with a city-affiliated organization are required to disclose it to the Human Resources Department. Details of the internship and volunteer programs have been adopted in separate procedures.

Chapter 3

Educational Leave & Tuition Assistance

The City encourages employees to attend educational conferences and to take self-improvement and job improvement courses which are related to their work and potential growth within their field/department. Additional educational training will be one measure used in making recommendations for advancement and promotion.

3.1 Educational Leave

If an employee is interested in pursuing further education that requires time out of work, and it is in the city's interest, unpaid educational leave may be granted. Educational leave is defined to be authorized leave without pay, to attend a college, university or other institution of higher education which offers academic curricula leading to a degree or degrees. The decision to grant educational leave shall be based on the City's need for an employee to have additional skills and knowledge in order to improve the employee's job performance or potential growth within the employee's field/department.

Educational leave is available to employees enrolled full-time or part-time in an institution of higher education.

All benefits eligible employees who have successfully completed probation may be entitled to educational leave.

Educational leave shall be limited to a period of twelve months, except that with the approval of the City Manager such leave may be extended six months.

Employees requesting leave are obligated to return to work within or at the end of the time granted. An employee who chooses not to return to work shall notify the supervisor immediately. Failure to report back to work at the expiration of the educational leave shall constitute the employee's resignation except in the case of an extension of such leave.

Employees attending educational courses required by their department director shall be granted leave with pay. Should a required course be scheduled at some time other than the employee's normal working hours, the employee shall be given time off to compensate for the hours required to complete the course or paid for the hours at the regular pay rate approved by the department director.

3.2 Tuition Assistance/Reimbursement

The purpose of this program is to reimburse non-probationary benefits-eligible employees for courses in an applicable degree seeking program. Tuition reimbursement is available to benefits eligible employees for courses 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 within the City. The course must be approved by the department director, HR director and City Manager prior to enrolling in the course and is subject to budgetary constraints. Tuition assistance will not be paid prior to the successful completion of an approved course. No blanket approval of courses or programs will be granted. Only specific courses taken through a nationally or regionally accredited institution for a specific semester will be approved. The City will reimburse employees for the cost of tuition, books and fees based on state college/university rates up to a maximum of one thousand dollars (\$1,500) per fiscal year in which the class ended in accordance with the following schedule:

100% for attaining a final grade of "A"

75% for attaining a final grade of "B"

50% for attaining a final grade of "C"

If the course grading system is pass/fail, the City will pay 75% for a "pass" and 0% for a "fail".

As a part of applying for tuition assistance, an employee must agree in writing that if he/she ceases to be employed by the City for whatever reason within one year of receiving tuition reimbursement, he/she will reimburse the City the total amount received toward any course(s) taken within the year prior to termination.

Reimbursement will be paid by check to the employee upon presentation of a final grade report and receipts for any tuition, books and fees paid.

Chapter 4

Compensation/Salary Administration

4.1 Compensation Approval Authority

The compensation/salary of each position within the City shall be determined by the pay & classification schedule. The salary of all employees at the time of employment, as well as increases or decreases shall be approved by the City Manager.

Employees are paid on a biweekly basis via direct deposit into their personal accounts. Paystub records are available to all employees on their Employee Self Service account. It is the employees' responsibility to review their paychecks.

4.2 Timekeeping

Accurately reporting time worked is the responsibility of all employees. The City of Clermont must keep an accurate record of time worked to calculate employee pay and benefits. New employees are required to attend a timekeeping training conducted by the City's Finance department. Non-exempt employees are responsible for understanding and following the rounding guidelines. Clocking in or out on the hour through seven (7) minutes before or after will result in rounding to the hour. For example 7:53 am will be rounded to 8:00 am and 8:07 am will be rounded down to 8:00 am. Clocking in or out past the seven (7) minute windows will result in rounding the employee's time to the nearest quarter hour. For example, 7:50 am will round down to 7:45 am and 8:08 am will round to 8:15 am. Non-exempt employees are expected to keep rounding to a minimum, generally considered to be -.25 to .25 minutes.

4.3 Merit Pay Increases/Pay Adjustments

Regular, part-time (non-seasonal) and management employees are eligible to receive a merit pay increase based on the overall rating of their annual performance evaluation, and are awarded for overall performance which meets or exceeds position/job expectations. Merit increases or adjustments will only be available if included in the current budget.

Merit pay increases or adjustments shall be within the ranges of the established classification/pay grade and shall not be available to employees who have reached the maximum of their pay grade, unless specifically approved in the budget. If approved in the budget, employees at the maximum of the pay grade would be eligible for a lump-sum payment equal to their merit increase.

4.4 Incentive Pay

As an incentive for employees to advance their career, incentive pay is available

for specific positions. Details of incentive pay are outlined in the employee offer letter and reimbursement agreement, and, have been adopted in a Collective Bargaining Agreement for union employees.

4.5 Overtime Pay

Overtime work shall be kept at a minimum. However, the requirements of a specific department may make it necessary for an employee to sometimes work beyond his/her regularly scheduled working hours. All overtime work shall be approved by the employee's authorized supervisor. Employees shall be required to work overtime when assigned unless excused by their supervisor.

Employees considered non-exempt in accordance with the Fair Labor Standards Act (FLSA) shall be paid overtime pay for hours worked in excess of their regular work period as follows:

<u>Employee Type</u>	<u>Regular Work Period</u>
8 & 10 Hour	40 hours in a seven (7) day period
12 Hour	84 hours in a fourteen (14) day period
24 Hour	212 hours in a twenty-eight (28) day period

For the purpose of calculating overtime: compensatory leave, sick leave, bereavement leave, annual leave, holiday leave, military leave, jury duty, storm leave, administrative pay and any other absence from work while on paid status will not be considered time worked.

Employees shall not begin work before the beginning of their schedule or continue to work after the end of their schedule without permission.

Off Duty Work Time - Non-exempt employees should not conduct work-related responsibilities, duties or tasks outside of their normal work schedule, however occasionally it may be required that a non-exempt employee must perform certain authorized work duties during off duty hours. Duties may include emergency response activities, making or receiving phone calls, and/or responding to urgent emails. Non-exempt employees should not have City email access on personal cell phones and should keep monitoring/checking email on a City-issued cell phone to a minimum.

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

Employees who are paid overtime have the choice of receiving payment in the form of cash or compensatory leave. Prior to the start of overtime work, the employee and supervisor shall mutually agree upon the manner in which the overtime work is to be compensated, either in overtime pay or accrual of compensatory leave. Compensatory leave must be provided at a rate of one-and-

one-half (1.5) hours for each overtime hour worked and will be credited to the employee at the end of the work period in which the overtime was worked.

It is the responsibility of each immediate supervisor and section/division manager to ensure that accurate records of hours worked, including overtime hours, are maintained.

To the extent operationally feasible, flexible scheduling or other scheduling modification within the workweek will be used to avoid incurring overtime. Flexed time cannot be adjusted between multiple workweeks. Department directors are responsible for ensuring the fair and equitable administration of flexible scheduling.

A. Exempt Employees

The following provisions are established in accordance with the Fair Labor Standards Act:

1. Exempt employees are compensated based on the total job rather than the number of hours worked. As such, exempt employees are expected to allocate whatever amount of time is necessary to accomplish the tasks assigned to them and to successfully execute the duties and responsibilities of the position. Although forty (40) work hours is typically the standard, exempt employees are often required to work extended or irregular hours above the forty (40) hours to perform successfully. Exempt employees do not earn overtime pay for hours worked over and above the standard work schedule.
2. Exempt employees who are absent from the workplace due to personal reasons or sickness for less than a full day but more than half of their scheduled work day are required to use accrued leave (annual, sick, or personal as applicable) for the number of hours equal to half of the work day (e.g., 5 hours for a 10-hour day). Exempt employees who have exhausted all applicable leave will go into an unpaid status. Exempt employees are not required to use accrued leave for work day absences of less than half of their regularly scheduled hours. For example, if an employee's normal work schedule is 7:00 am to 6:00 pm and they leave for the day at 12:00 pm for an appointment, the exempt employee must utilize 5 hours of paid time off. If that same employee leaves for their appointment at 1:30 pm, no paid time off will need to be used for that day because they have actively worked more than half of their scheduled work day.
3. Supervisors are responsible for setting work schedules, allowing or denying partial-day absences, optionally requiring that the absences

be for the full scheduled day, and for monitoring the performance of exempt employees. Abuse of this privilege and/or substandard job performance by an exempt employee will lead to corrective action, up to and including termination.

4. When an exempt employee's absence is protected under the Family/Medical Leave Act (FMLA), partial day accrual use and FMLA entitlement may be used in increments of fifteen (15) minutes in accordance with the City's FMLA Policy.
5. Employees considered exempt in accordance with the Fair Labor Standards Act (FLSA) are not entitled to overtime pay for hours worked in excess of their regular work period. However, FLSA exempt employees may receive payment for overtime worked under the following conditions:
 - a. A City-wide state of emergency has been declared by the Mayor or in his/her absence the Mayor Pro Tem.
 - b. Only hours worked in excess of fifty (50) hours in a workweek during the City-wide state of emergency period that pertain to the protection of life, property or the effective operation of the City will be paid. (The length of the City-wide emergency period shall be the duration defined in the resolution.) This applies to short duration state of emergencies, less than 30 days, and is not intended for an ongoing state of emergency (e.g. COVID-19 pandemic).
 - c. All overtime paid pertaining to this emergency will be paid at an hourly rate calculated by dividing the employee's normal salary for a pay period by the number of regularly scheduled hours in the pay period.
 - d. This provision applies to all FLSA exempt employees with the exception of the City Manager.
 - e. Deductions from the pay of an exempt employee may be made for suspensions of one or more full days in accordance with the FLSA.

B. Safe Harbor under the FLSA

It is the policy of the City to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that employees are paid properly for all time worked and that no improper deductions are made, employees are responsible for recording

all work time in accordance with the provisions provided by the City and for reviewing paychecks promptly to identify and report all errors. Non-exempt employees are prohibited from engaging in off-the-clock or unrecorded work.

Non-exempt employees are responsible for recording actual time worked each day. Hours must be accurately recorded on a time sheet or time tracking system to which employees will have ready access. Each employee must sign his/her time sheet (whether paper or electronic) to verify that the reported hours worked are complete and accurate and that there is not unrecorded or "off-the-clock" work. The time sheet must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. Upon receipt of pay checks, employees should immediately verify that pay was provided appropriately.

Exempt employees will be paid a full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to pay deductions permitted by law, including the following:

1. Full day absences for personal reasons, since the City has a vacation/annual leave accrual program, and partial days in accordance with 4.4 Overtime Pay, Exempt Employees, B.
2. Full day absences for sickness, since the City has a sick leave accrual program, and partial days in accordance with 4.4 Overtime Pay, Exempt Employees, B.
3. FMLA absences (either full or partial day absences).
4. Unpaid disciplinary suspensions of one or more full days for significant infractions or major workplace conduct or safety rules (including those that could cause serious harm to others) set forth in City policies and procedures.
5. The first or last week of employment in the event that an employee works less than a full week.

Employees who have questions regarding deductions from their pay, believe that their wages have been subject to any improper deduction, or believe that pay does not accurately reflect all hours worked should contact their supervisor immediately. Each report will be appropriately addressed in a timely manner.

Violations will subject the offending employee to corrective action, up to and including termination.

4.6 On-Call Pay

On-call pay shall be paid to employees who are required to remain available to be called in to work on a short notice (as defined in departmental guidelines) if the need arises. Only employees who are specifically required by the department director to be on-call will be compensated.

The standard to which on-call pay is to be paid and the amount to be paid must be authorized by the City Manager in advance.

4.7 Call-Out Pay

Call-out pay applies to a situation where an employee is called to work on off-duty hours (excluding lunch periods) due to an emergency or an urgent situation. Call-out work performed during lunch periods shall be compensated based on actual time worked.

The hours to be paid where an employee is actually called into work shall be actual time with a minimum of two (2) hours. In the event of multiple call-outs, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. If the call-out consists only of telephone calls, the actual time of the call will be paid, without regard to a minimum time.

During workweeks in which there is Holiday Leave or during a declared City-wide state of emergency, the call-out time will be compensated based on the applicable policy.

Call-out hours paid will be considered time worked for purposes of overtime calculation in the work period in which the call outs occurred.

4.8 Working Out of Classification Pay

Working out of classification pay shall apply to employees who are required to work an existing higher job classification. The employee must work in the higher job classification for more than the number of days noted in the following schedule in a thirty (30) calendar day period.

<u>Employee Type</u>	<u>Number of Days/Shifts</u>
8 & 10 hour	10
12 hour	7
24 hour	5

The employee's pay rate will be adjusted to the minimum of the higher job classification pay range or by five percent (5%), whichever is greater, for each day/shift worked in the higher job classification, including the qualifying work

days/shifts. The employee will remain in their current position and retain their original overtime status. Pay will revert to the previous rate of pay at the end of the temporary assignment. The temporary working out of class pay should not exceed a total of thirty (30) days. If longer duration is necessary, working out of class coverage will be re-evaluated every thirty (30) days.

4.9 Storm or Other Disaster Pay and Leave

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

A. Storm Leave

Employees (except seasonal part-time) directed not to work any scheduled hours due to the storm shall be paid Storm Leave for those total daily hours not worked at their regular hourly pay rate (e.g., 8 hours regularly scheduled, worked 3 hours, storm leave for 5 hours).

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

Hours paid as Storm Leave shall not count toward overtime.

B. Storm Worked Pay

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

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

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

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

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

C. Storm Prep Pay

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

D. Storm Deployment

The City of Clermont participates in the State Wide Mutual Aid system. This system provides for movement of local government resources throughout the state during times of disasters to assist other government agencies (e.g. police officers, firefighters). If approved by the City Manager, employees who participate in this system may be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

4.10 Special Event Pay

Non-exempt employees who work a Special Event which is held outside of their scheduled work hours and who do not qualify for the overtime premium noted in Section 4 shall be paid for all hours worked at 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.

Chapter 5 Leave

5.1 Annual Leave

Annual leave may be used as accrued after the employee has completed six (6) consecutive calendar months of employment. Previous employment with the City will not count towards years of service. Exceptions to this rule include leave approved by the City Manager (or designee/department director) during the employee's recruitment or when an exempt probationary employee has exhausted sick leave and has a documented illness/injury for which the leave is taken.

A. Rate of Accrual

Annual leave shall be credited to benefits eligible employees on a bi-weekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Employee Type</u>		
	<u>8 & 10 Hour</u>	<u>12 Hour</u>	<u>24 Hour</u>
0-4	3.08 hours	3.23 hours	4.61 hours
5-9	3.69 hours	3.85 hours	5.54 hours
10-14	4.61 hours	4.85 hours	6.93 hours
15-19	5.53 hours	5.81 hours	8.31 hours
20 and over	6.15 hours	6.46 hours	9.23 hours

Reduced hour employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

B. Maximum Accumulation

The maximum amount of annual leave that employees not covered by a collective bargaining agreement may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8 & 10 hour	320 hours
12 hour	336 hours
24 hour	400 hours

C. Use of Annual Leave

Annual leave may be taken in quarter-hour increments.

Annual leave may be used for annual wellness related healthcare

provider visits at any time.

Annual leave may be used during absences involving sickness, injury or death, with department director approval, only after those leave benefits are exhausted. All leave must be exhausted prior to going into an unpaid status.

If an employee with approved leave works additional hours during the workweek, it shall be the decision of the employee whether to reduce the amount of leave requested.

Annual Leave requested over 15 days must follow the Leave of Absence approval process.

D. Procedure

An employee who is eligible for vacation may take it at any time agreeable to the employee and supervisor. The employee must complete a Leave Request.

Each department director, or designee, shall schedule annual leave with particular regard to the seniority of employees, in accordance with operating requirements and, insofar as possible, with the requests of the employees. The method of compiling and scheduling leave requests must be reasonable, fair, consistent, non-discriminatory and comply with departmental and City policies and procedures.

Annual leave shall not be scheduled in such a way that it hinders departmental operations or causes significant understaffing, so as to impact the operation of the department or office.

E. Periods When Annual Leave Shall Not Accrue

When an employee is on any authorized absence, exclusive of annual leave and paid administrative leave, for more than the time period noted in the following schedule, the employee shall be placed in a non-leave earning classification until such time that the employee returns to work:

<u>Employee Type</u>	<u>Time Period Absent</u>
8 & 10 hour	15 consecutive work days
12 hour	12 consecutive shifts
24 hour	7 consecutive shifts

F. Payment of Annual Leave Upon Separation

No employee shall be permitted to forego his/her vacation and receive

pay in lieu of annual leave. Accrued but not used annual leave shall only be paid out when an employee has completed six (6) consecutive months with the City and is separated from the City payroll for any reason.

Prior to any payout being made to an eligible employee, all City property and/or equipment in possession of the employee must be returned to the employee's supervisor or designee, if applicable.

5.2 Holiday Leave

A. The following days shall be observed as official City holidays.

First day of January (New Year's Day)
Third Monday of January (Martin Luther King Day)
Last Monday in May (Memorial Day)
Fourth day of July (Independence Day)
First Monday in September (Labor Day)
Eleventh day of November (Veterans Day)
Fourth Thursday in November (Thanksgiving Day)
Twenty-fourth day in December (Christmas Eve)
Twenty-fifth day in December (Christmas Day)

B. When a holiday observed by the City falls on a Friday, Saturday, or Sunday, it shall be the discretion of the City Manager of which day to observe. Holiday Schedule will be determined by Fall of the prior year.

C. Christmas Eve holiday may be observed on either the day before or after Christmas at the discretion of the City Manager, in an effort to provide for a long four (4) day weekend when possible.

D. All non-CBA employees who meet the holiday pay eligibility requirements outlined in this section shall be paid holiday pay equivalent to their regularly scheduled shift (e.g., 8 hours for 8-hour shift or 10 hours for 10-hour shift) 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.

In the event that the observed holiday falls on the employee's regularly scheduled day off, the employee may request and, with

department director approval, be given off with pay the same number of hours worked on a regularly scheduled shift for that position in the same pay week, instead of being paid the holiday pay.

All employees who are required to work on the observed holiday and do not qualify for the overtime pay as noted in Chapter 4 of this policy shall be paid for all hours worked on the holiday at the rate of one and one-half times (1.5) the employee's regular rate of pay. In addition, the employee must meet the holiday pay eligibility requirements outlined in 5.2 E. of this policy. Non-union employees who are required to work on the fourth (4th) Friday in November (the day after Thanksgiving) and do not qualify for the overtime pay as noted in Chapter 4 of this policy shall be paid for all hours worked at the rate of one and one-half times (1.5) the employee's regular rate of pay.

The observed holiday for Monday through Friday workers is the day in accordance with 5.2 B. of this policy. The observed holiday for all other employees is the actual holiday.

During workweeks in which there is Holiday Leave, employees who are eligible for call-out pay in accordance with 4.7 Call-Out Pay and do not qualify for the overtime pay as noted in Chapter 4 of this policy will be compensated at one and one-half (1.5) times the employee's regular rate of pay.

E. To be eligible for holiday pay, an employee must meet the following requirements:

1. Be a benefits eligible employee.
2. Must work on the scheduled days prior to and after the holiday; or

Be in an approved pay status both the work day before and the work day after the holiday. Pay status includes employees on paid annual, sick, or compensatory time, as well as workers' compensation and personal days.

3. An employee who reports for work on the scheduled work date prior to the holiday will be considered to have worked that day, even though he/she is unable, due to emergency or illness, to complete the normal work day. The same will apply to the first scheduled work day after the holiday.

5.3 Personal Days

Employees are entitled to two (2) personal days per calendar year. Effective September 1, 2025, in lieu of the day after Thanksgiving holiday, non-union employees will receive an additional personal day (for a total of (3) personal days going forward). They may be scheduled by an employee, but are subject to the department director's (or designee) approval and with the following restrictions:

- A. The employee must have completed six (6) consecutive months of employment as a benefits-eligible employee with the City.
- B. Personal days cannot be carried forward to the next calendar year.
- C. Personal days must be taken in one day (no hourly increments).
- D. Personal days are equivalent to the number of hours worked by the employee on a regularly scheduled shift for that position.

Reduced hour employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

Personal days may be used during absences involving sickness, injury or death, only after those leave benefits are exhausted. All leave must be exhausted prior to going into an unpaid status. Unused personal days will not be paid out at the time an employee separates from the city for any reason.

5.4 Military Leave

A leave of absence without pay will be granted to any employee who is serving in the Uniformed Services even if such period of military service may be for more than 12 months. Health insurance coverage (for the employee and his/her dependents will end on the date the employee enters military service or on the last day of the month in which the leave commences, whichever occurs first, but may be continued at the employee's election in accordance with the terms of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA"). Upon honorable discharge, the employee will be reinstated with the City in accordance with USERRA.

In accordance with Section 115.09, Florida Statutes, an employee who is a service member in the National Guard or a reserve component of the Armed Forces of the United States will be granted leave of absence to perform active military service. The first 30 days of any such leave of absence will be with full pay.

Additionally, in accordance with Section 250.48, Florida Statutes, an employee

who is a member of the Florida National Guard will be granted a leave of absence with pay on all days during which the employee is engaged in active state duty for a named event, declared disaster, or operation pursuant to Florida Law. However, a leave of absence without loss of pay granted under this section may not exceed 30 days for each emergency or disaster, as established by executive order.

An employee who is a member of the National Guard or who is a reservist in any branch of the Uniformed Services shall be granted military leave not in excess of 240 working hours in any rolling 12-month period, in accordance with Florida Statute 115.07 when they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. The leave amount shall be at the employee's regular rate of pay. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character will be granted without pay. It is the employee's responsibility to notify his/her supervisor as far in advance as possible so that arrangements can be made for the employee's absence. If an employee fails to provide notice to the City prior to the date he/she is to report for duty, the City may decline to reinstate the employee in accordance with USERRA.

Note: Also refer to the 5.6 Family and Medical Leave Section (FMLA).

5.5 Sick Leave

It is the policy of the City to provide reasonable time off with pay, up to the amount of unused sick leave earnings, to benefits eligible employees who are unable to work due to illness or injury. Sick leave with pay is not a right which an employee may demand, but a privilege granted by the City and shall only be used for the purposes outlined within. Previous employment with the City will not count towards years of service.

A. Rate of Accrual

Sick leave shall be credited to employees on a bi-weekly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Employee Type</u>		
	<u>8 & 10 Hr.</u>	<u>12 Hour</u>	<u>24 Hour</u>
Less than 1 year	1.84 hours	1.94 hours	2.31 hours
More than 1 year	3.69 hours	3.88 hours	4.62 hours

Reduced hour employees working in positions regularly scheduled to work 1,664 hours or more annually (with the exception of police officers and firefighters who work an assigned shift), shall receive pro-rated accruals based upon the number of hours they are regularly scheduled to work.

B. Maximum Accumulation

The maximum amount of sick leave that an employee may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8 & 10 hour	960 hours
12 hour	1,008 hours
24 hour	1,200 hours

C. Use of Sick Leave

Sick leave may be used as follows:

1. The City Manager, department director (or designee) can officially approve employee sick leave.
2. Employees may be paid for sick leave used immediately upon employment with the City.
3. Sick leave may be paid when an employee is unable to work due to a personal/family illness or injury. A family member for this purpose is defined as spouse, children, step children, parents, parents-in-law, siblings, grandchildren or grandparents of the employee.
4. Sick leave may be taken for medical, optical, and dental appointments. Use of sick leave is intended for the duration of the appointment including travel time. Employees may request annual or compensatory leave when they are seeking the remainder of the day off for reasons not covered under sick leave.
5. Sick leave may be taken in quarter-hour increments.
6. A manager/supervisor, with concurrence of the department director, shall have the right to require documentation from a healthcare provider to verify an absence due to illness or to confirm return to work status.
7. Excessive Use of Sick Leave

Sick leave is extended to employees as a privilege. Abuse of sick leave is considered unwillingness to perform job functions and may constitute grounds for

progressive disciplinary action, up to and including termination. Abuse is determined on a case-by-case basis; however, examples of abuse may include, but not be limited to, the following:

- Repeated occasions of unscheduled, unexcused absences (including tardiness and leaving work early)
- Repeated occasions of absences on the same day of the week, pay period, month, or at the same time interval
- Repeated occasions of absences the day before or after a scheduled holiday or scheduled day off
- Repeated occasions of taking sick leave as sick leave is earned
- More than three (3) first day/last day of the workweek absences in any twelve (12) month period
- Use of more than 50% of the employee's total sick leave accrual during a twelve (12) month period

Sick leave used under the provisions of the Family/Medical Leave Act (FMLA) is exempted from being defined as abuse.

A manager/supervisor who suspects that an employee is abusing sick leave should contact Human Resources to determine if corrective action or other measures are appropriate given the employee's absence history and FMLA status if applicable. With the concurrence of the department director and Human Resources, a manager/supervisor suspecting abuse may require an employee to submit written certification from a healthcare provider to substantiate absences.

8. Upon the exhaustion of sick leave, an employee must use annual, personal and compensatory leave with departmental approval prior to going into unpaid status.

D. Payment of Sick Leave

In order to be eligible for sick leave with pay, an employee must:

1. Report to the Department in accordance with departmental call-in procedures prior to his/her scheduled start time on the day of the absence, the

reason for the absence, except in the case of public safety where the departmental schedule will be followed. An employee who fails to notify the Department in accordance with the Department's call-in procedures may not be paid for the time taken prior to notification.

2. Keep the supervisor advised as to the employee's condition and anticipated date of return. If the absence extends beyond three (3) consecutive work days, a doctor's statement is required that indicates his/her return to work status with or without restrictions.
3. The City reserves the right to require a statement from the attending physician(s) at any time to confirm the nature and duration of the illness. Please refer to Section E.4 pertaining to employees absent for Unscheduled/Emergency Personal Injury or Illness.

When a paid holiday occurs during the period an employee is on sick leave with pay, the employee shall receive only his/her regular holiday and that day shall not be charged against his/her sick leave earnings.

If an employee with approved leave works additional hours during the workweek, it shall be the decision of the employee whether to reduce the amount of leave requested.

Procedure:

1. Each employee shall notify (call) his/her immediate supervisor in accordance with the City/departmental attendance policy to report his/her sickness.
2. When an employee returns to work he/she shall complete the leave request form, which must be submitted to his/her department director for review.
3. If an employee wishes to use sick leave for a doctor, dentist or optical appointment, then the leave form must be submitted and approved before the sick leave is taken.
4. If a supervisor feels that an employee has abused this policy, he/she may with permission of the City Manager, authorize unpaid leave.

E. Unscheduled/Emergency Personal Injury or Illness

The following applies to employees who are absent for their own unscheduled or emergency personal injury or illness:

Employees who are absent due to an emergency personal injury or illness should call or have someone call his/her supervisor to report such an absence.

An employee who has been absent under any of the following conditions must, upon returning to work, have a doctor's statement that indicates his/her return to work status with or without restrictions, to be reviewed and approved by Human Resources:

1. Employee has been hospitalized.
2. Employee has been granted annual/personal leave which is in reality for medical reasons, i.e., employee is hospitalized or undergoing a surgical procedure which could be disabling.
3. Employee has a non-work related injury or illness, even if no time is lost from his/her regularly scheduled work shift, i.e., weekend or after-hours occurrence.
4. Employee is absent more than three (3) consecutive work days.

It is the employee's responsibility to ensure that proper notification is made when absent due to an emergency personal injury or illness. This must be done by phone or electronic notification, and if possible by the employee.

The requirement contained in this subsection pertains to emergency personal injury and illness even if sick leave is exhausted.

F. Periods When Sick Leave Shall Not Be Earned

When an employee is on authorized absence, exclusive of annual leave and paid administrative leave, for more than the time period noted in the following schedule, the employee shall be placed in a non-leave earning classification until such time that the employee returns to work.

<u>Employee Type</u>	<u>Time Period Absent</u>
8 & 10 hour	15 consecutive work days
12 hour	12 consecutive shifts
24 hour	7 consecutive shifts

G. Physician Examination

An employee may be required to submit to an examination by a physician of the City's choosing upon returning to active duty after an extended illness or injury.

H. Employee Under Suspension Not Eligible for Sick Leave

An employee under suspension forfeits all claim to sick leave for the duration of such suspension and must be returned to active duty before sick leave credit is restored.

I. Break In Service Cancels All Sick Leave

A break in service permanently cancels all sick leave accrued to an employee's record and in the event of subsequent reappointment such employee begins a new sick leave accumulation.

J. Illness During Annual Leave

When sickness occurs within a period of vacation leave, the period of illness may be charged as sick leave and the charge against vacation leave reduced accordingly. Application for such substitution should be made within two (2) working days after return to active duty and shall be supported by documentation from a health care provider.

K. Military Duty Effect on Sick Leave

When an employee enters active military duty, either by induction or for training purposes or for national or state emergencies, sick leave accumulated shall remain to that employee's account pending return from military leave. However, no further sick leave credits will be accumulated for the period of absence on military leave.

L. Resignation / Retirement

Employees who resign voluntarily or retire shall receive payment of their sick leave balance at the employee's current rate of pay, in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
10 years	25%
20 years	50%
30 years	75%

Employees who are employed with the City as of November 24, 1998 and who are eligible to retire from the City in the future with less than

twenty (20) years of service, shall be paid 50% of their sick leave balance at retirement. This exception shall only apply to employees who retire.

M. Conversion of Sick Leave

In order to provide an incentive for employees to make conservative use of their sick leave privileges, the City provides additional benefits in the form of sick leave conversion to personal days for employees in a benefits eligible position.

Employees who have been employed from the first payroll period in each calendar year through the last day of the twenty-sixth payroll period in the calendar year shall be eligible for incentive personal days.

Following the end of the twenty-sixth payroll period of each year, the eligible number of sick leave hours will be converted to personal days (e.g. deleted from the sick leave balance and added to the personal day balance) based on sick leave hours used during the previous twenty-six (26) pay periods unless the employee specifically requests otherwise. Donated sick leave hours do not impact this incentive program.

Up to three (3) full work days of unused sick leave can be converted to personal days. The amount eligible to be converted is determined by the following formulas.

Scheduled Work Day	Maximum Number of Converted Hours
8 (40 hr. week)	24 minus hours used, rounded down to the nearest full work day
10 (40 hr. week)	30 minus hours used, rounded down to the nearest full work day
12 (Based on a 2184 hour work year, 84 hour pay period)	36 minus hours used, rounded down to the nearest full work shift
24 (Based on a 2604 hour work year, and 100.15 hour pay period)	72 minus hours used, round down to the nearest full work shift

Example: An eligible employee who works an 8-hour day/shift uses 12 hours of sick leave during the year. The employee is eligible to convert 8 hours/1 work day to personal days.

The number of sick leave hours to be converted will be based on the

current work day/shift schedule at the time of the conversion.

A minimum sick leave to be converted is that which is equivalent to one (1) personal day based on the employee's current work day schedule.

Sick leave hours donated or converted from sick to personal days in the previous year will not be counted as sick leave hours used by the affected employee.

Following the end of the twenty-sixth payroll period of the year, eligibility will be determined for the leave conversion program. All eligible leave will be converted at that time unless the eligible employee specifically requests otherwise.

Employees who do not wish to convert eligible sick leave hours to personal day(s) in accordance with these provisions must provide written notification to Human Resources no later than the close of business on the last day of the twenty-sixth payroll period of the year.

Converted time will be deducted from the employee's sick leave balance and added to the employee's personal day balance, which will be credited to the employee during the month of January.

Converted sick leave will be treated as used leave in determining the uncredited sick leave distribution.

Personal day restrictions apply to newly converted personal days, including that personal days must be used within the calendar year and cannot be carried forward to the next calendar year.

N. Unexcused Absence

The purpose of this policy is to set forth the City of Clermont's policy and procedures for handling employee's unexcused absences to promote the efficient operation of the company and to minimize the infractions.

Punctual and regular attendance is an essential responsibility of each employee at the City of Clermont. Employees are expected to report to work as scheduled, on time and prepared to start working. Unexcused absences from scheduled hours are disruptive to operations and must be avoided as much as possible.

This policy would not apply to unforeseeable absences, absences covered by the Family and Medical Leave Act (FMLA), leave provided as a reasonable accommodation under the Americans

with Disabilities Act (ADA), or previously approved leave without pay. Employees on FMLA must still provide advanced notification of leave as indicated below.

An unexcused absence occurs when:

- The employee is not at work during his/her regularly scheduled shift for any reason, and
- The employee does not provide his or her supervisor, manager, and or director with sufficient notice as defined by the Department Director, or
- The employee does not have sufficient accrued leave to cover the absence.

Progressive disciplinary action will begin when an employee has two (2) unexcused absences within 6 months.

Employees are expected to manage their leave so they have leave for unexpected absences. It is understood that there may come time when employees have no leave available for unexpected/unforeseeable absences. Each case will be reviewed on a case by case basis. Department directors, in collaboration with Human Resources, have discretion to excuse an absence not covered in these parameters.

5.6 Family and Medical Leave (FMLA)

The City provides leave pursuant to the provisions of the Family and Medical Leave Act of 1993 and as subsequently amended. An eligible employee would be entitled to take up to 12-weeks of unpaid, job-protected Family and Medical Leave as set forth below:

A. Eligible Employees

Employees who have been employed for at least 12 months or 52 weeks which need not be continuous and have worked at least 1,250 hours during the preceding 12-month period are eligible for unpaid FMLA. FMLA runs concurrently with all forms of leave. The employee must use all of his/her accrued leave (e.g., sick, annual, compensatory, disability), as well as personal days. The remainder of the leave period will then consist of unpaid leave.

B. Leave Period

An eligible employee is entitled to take up to 12 workweeks of FMLA (or up to 26 workweeks of military caregiver leave to care for a covered service member with a serious injury or illness) in any 12-

month period. The 12-month period shall be a rolling 12-month period measured backward from the first date FMLA is used. Entitlement to FMLA for the birth or placement of a child for adoption or foster care will expire 12 months from the date of birth or placement.

C. Reason for Leave

An employee who meets the applicable eligibility requirements will be granted a total of up to 12 workweeks of FMLA for the following reasons:

1. The birth of the employee's child and/or in order to care for that child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for a spouse, child, or parent who has a serious health condition, or a serious health condition that renders the employee incapable of performing the functions of his/her job.
4. A qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member in the Armed Forces on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
5. To care for a covered service member (or veteran who was a member) of the Armed Forces (including the National Guard or Reserves) who is a spouse, son, daughter, parent, or next of kin and has incurred a qualifying (as defined by the Secretary of Labor) injury or illness in the line of duty while on active duty in the Armed Forces (or a qualifying injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces). Employees may be entitled to 26 weeks of FMLA, pursuant to Federal Law.

Employees should contact Human Resources to apply for or learn more about this type of military leave.

If spouses who are eligible for FMLA both work for the City, the aggregate FMLA taken by both employees is limited to a total of 12 workweeks if the FMLA is taken for the birth of the employee's son or daughter or to care for the child after the birth, or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement or to care for a parent with a serious

health condition. However, if the FMLA is taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his/her own serious illness, then each employee is eligible for up to 12 weeks of FMLA. Where parents both use a portion of the total 12-week FMLA entitlement for either the birth of a child, for placement for adoption or foster care, or to care for his/her own parent, the parents would each be entitled to the difference between the amount he or she has taken individually and 12 weeks of FMLA for other purposes.

D. Application for Leave

An employee intending to take FMLA must complete an application for FMLA and return it to Human Resources for the FMLA to be approved. The completed application must be accompanied by the medical certification stating the reason for the leave, the anticipated duration of the leave, and the starting and ending dates of the leave.

E. Outside Employment

Outside or supplemental employment is generally prohibited during FMLA leave. Exceptions may be granted on a case-by-case basis and must be approved by the City Manager prior to the commencement of the FMLA.

F. Notice of Leave

It is the employee's responsibility to notify Human Resources of the qualifying event or need for FMLA at least 30 days before the FMLA is to begin, or as soon as the reason requiring the FMLA is known. Failure to provide the required notice may result in a delay or denial of the leave.

G. Intermittent or Reduced Leave

An employee does not need to use leave in one block, as in one continuous period of time. When it is medically necessary or otherwise permitted, such as in the case of serious health conditions, FMLA may be taken intermittently or on a reduced leave schedule. Employees may not take intermittent or reduced leave in case of birth or placement of a child, unless the City agrees. Employees are expected to make a reasonable effort to schedule intermittent leave so as not to disrupt the operations of the City.

H. Medical Certification of Leave

The application for FMLA based on the "serious health condition" of

the employee or the employee's spouse, child, or parent must be accompanied by a "Medical Certification Statement" completed by the health care provider. Employees do not have to share a medical diagnosis, but must provide enough information to the city so it can be determined if the leave qualifies for FMLA protection. Sufficient information could include informing the city that the employee is unable to perform his/her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must also inform the city if the need for leave is for a reason for which FMLA leave was previously taken or certified. The certification must be complete and include all requested information, including the date on which the serious health condition commenced, probable duration of the condition, and the appropriate medical facts regarding the condition. If the city determines that the certification is incomplete, the city will provide a written notice indicating what additional information is required. If an employee is requesting FMLA to care for a spouse, child, or parent with a serious health condition, the medical certification must provide an estimate of the amount of time the employee will need. In addition, the City may request re-certification of medical necessity under certain situations as allowed by FMLA regulations.

I. Notification of Leave Assignments

Once the City becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the City will notify the employee if he/she is eligible for FMLA. If the employee is not eligible, the City will provide a reason for ineligibility. Additionally, if the employee is eligible, the City will also provide a notice of rights and responsibility under the FMLA, and discuss the leave requirements with the employee. The City will notify the employee if leave will be designated as FMLA leave, how much leave will be designated as FMLA leave, and outline the basic information regarding the leave in a designation notice.

J. Benefits and Protections During Leave

An employee who takes FMLA will not lose any previously accrued seniority or leave benefits, but are subject to accrual limitations described in this policy. Leave extending beyond the 12-week FMLA allotment does not carry the return rights under FMLA.

While employees are on FMLA leave, the City will continue health insurance coverage as if the employees were not on leave. Payroll deductions for any group or voluntary benefits in which the employee

is enrolled will continue until all accrued leave hours are exhausted. After exhausting all accrued leave or donated leave time, insurance premiums in the amount normally deducted from the employee's paycheck must be paid biweekly directly to Human Resources until the employee returns to work or FMLA entitlement ends. Failure of the employee to pay his/her share of these insurance premiums, if any, may result in loss of coverage. If an employee exhausts FMLA, is unable to return to work, and separates from service, he/she may elect to continue benefits coverage through COBRA.

If an employee fails to return to work after the expiration of their FMLA, the employee will be required to reimburse the City for its portion of the payment for group insurance premiums during the FMLA. Reimbursement will not be required if the employee does not return to work because of his/her serious health condition, the serious health condition of the employee's family member, or other circumstances beyond the employee's control.

K. Restoration to Employment

An employee who returns from FMLA will be returned to the same position held when the FMLA began or to a position equivalent in pay, benefits, and other terms and conditions of employment. However, the highest paid 10 percent of employees are not guaranteed reinstatement if reinstatement will cause the City economic injury. In such a case, the City will notify the employee as soon as it determines that reinstatement is not available. The City cannot guarantee that an employee will be returned to his/her former job.

L. Return from FMLA

The City will require an employee taking FMLA to report at least every two (2) weeks on his/her status and intent to return to work upon completion of the leave. Employees should notify their immediate supervisor at least one week prior to their scheduled return to work date to verify their return. Employees returning from a medical leave are required to provide certification from their health care provider indicating that the employee is able to resume work with no limitations. Once an employee returns to work from FMLA, the City reserves the right to require an employee to undergo a physical or mental examination at the City's expense whenever there is reasonable belief that the employee's fitness for duty is in question.

Employees who do not return to work upon the expiration of FMLA leave will be treated as having voluntarily terminated their employment. An employee who requests an extension of their FMLA

beyond that certified by their medical provider, must submit his/her request for an extension in writing that includes the reason for the requested extension and the anticipated date of return.

- M.** It is the City's right and obligation to determine whether an employee's leave is eligible for FMLA. If an employee is taking time off from work and the City has reason to believe that such time off falls under the FMLA provisions (e.g., the employee has a known serious health condition), the City can count the leave toward the employee's 12-week leave entitlement.
- N.** In accordance with federal regulations, an employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA. Employees may file a complaint with the US Department of Labor, Wage and Hour Division, or may bring a private lawsuit against the city. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. For additional information or to file a complaint: 1-866-4-USWAGE (1-866-487-9243), www.wagehour.dol.gov

5.7 Jury and Witness Duty Leave

A. Jury Duty

All benefits eligible employees selected for jury duty shall be entitled to leave with pay for the period of absence required. Such leave shall not be charged to annual or sick leave earnings. Eligibility commences on the first day of active employment.

If an employee is called for jury duty and serves as a juror on a regular working day or days, he/she will receive pay for the time lost from work by reason of such service.

B. Official Court Attendance

All employees subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the City shall be entitled to leave with pay for such period as his/her court attendance may require. Any fees paid for such service may be retained by the employee.

C. Private Litigation

Absence of an employee to appear in private litigation in which

he/she is a principal party shall be charged to annual leave, personal days or compensatory leave, or if no leave is available, to leave without pay.

Procedure:

1. When called for jury duty, the employee must show the summons to the supervisor prior to the date of service so that authorization and plans for the absence can be made. Failure to advise the supervisor in advance may be cause for the employee not to receive jury duty pay. In addition, the employee must complete the application for leave authorization form.
2. When released from jury duty for any day, the employee will be expected to return to work for that day. If released from jury duty two hours or more before the end of a regularly scheduled work day, an employee is required to return to work.
3. Upon return to work (after having been released by the court), the employee must submit to the supervisor a statement from the Clerk of the Court indicating the dates and amount paid for serving as a juror.
4. The supervisor will turn the statement over to the department director in order that the Finance Department (payroll) may be notified to pay the employee for jury duty.

5.8 Leave of Absence

A. Leave of Absence for Medical Reasons

Employees ineligible for FMLA or who have exhausted FMLA leave may request a leave of absence for an employee's own medical condition due to illness or injury. Up to fifteen (15) calendar days may be approved by the department director. Leave in excess of fifteen (15) calendar days shall be subject to the approval of the City Manager and in collaboration with Human Resources.

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 in a rolling 12-month period measured backward from the first date the leave of absence is used.

Annual, sick, personal days and compensatory leave may be used during a leave of absence. All leave must be exhausted prior to going into an unpaid status.

The application for a leave of absence shall be in writing and shall include a physician's certification of the condition and the period of time the employee will be incapacitated. Dates set forth by the physician shall be strictly adhered to, however may be amended by the physician. The City may at any time require additional documentation from the physician issuing the certification or may secure additional medical opinions from other physicians. The amount of leave authorized shall not exceed the end of the period for which leave was requested or certified by a physician.

An employee who requests an extension of their leave of absence must submit his/her request for an extension in writing that includes the reason for the requested extension, the anticipated date of return, and updated medical certification.

Employees who do not return to work upon the expiration of their leave of absence will be treated as having voluntarily terminated their employment.

B. Leave of Absence for Personal Reasons

A leave of absence up to fifteen (15) calendar days may be approved by the department director. A leave of absence from fifteen (15) to ninety (90) calendar days may be approved by the department director with the approval of the City Manager and in collaboration with Human Resources. A leave of absence will only be approved if that period of absence does not require replacement of the employee's services.

Leave without pay for more than thirty (30) calendar days will be deducted from length of the employee's service record.

Annual, personal days, compensatory, or sick leave (if applicable) may be used during a leave of absence for personal reasons. All leave must be exhausted prior to going into an unpaid status.

5.9 Compensatory Leave

- A. Compensatory leave is authorized overtime credited to a Fair Labor Standards Act non-exempt employee for which reimbursement is made by allowing the equivalent of time off with pay. Employees may receive compensatory leave for any work performed in excess of the employee's standard work period, in accordance with the overtime pay schedule included in this policy.
- B. Compensatory leave shall be credited to the employee as quickly as possible and should not be permitted to accumulate in excess of 80

hours.

- C. Compensatory leave may be taken in quarter-hour increments as long as it does not disrupt the operations of the employee's department.
- D. Compensatory leave may be taken in conjunction with vacation leave, with the approval of the department director (or designee), but should not be allowed to accumulate for this purpose. When so taken, it is preferred that the aggregate not exceed the period of normal vacation.
- E. Upon termination of employment for any reason, the employee shall be paid the remaining balance of compensatory leave available to the employee.
- F. Non-union Firefighters and Police Officers shall receive the same maximum number of hours of compensatory leave hours as union members, as outlined in the respective Collective Bargaining Agreements, and relative to their effective dates.
- G. If an employee with approved leave works additional hours during the workweek, it shall be the decision of the employee whether to reduce the amount of leave requested.
- H. Compensatory leave may be used during absences involving sickness, injury or death, only after those leave benefits are exhausted. All leave must be exhausted prior to going into an unpaid status.

5.10 Injury Leave

- A. When an employee is injured on the job, his/her initial visit for treatment will be considered "hours worked" so long as it is during his/her normal working hours.
- B. Following the initial visit, an employee who is required to be absent from work at the direction of a workers' compensation authorized physician due to a work related injury or illness, shall be paid injury leave at full pay until Workers Compensation indemnity benefits payments begin.
- C. Upon the payment of the maximum injury leave available, employees shall be required to use accumulated sick or annual leave to make up the difference between the workers' compensation payments and the employee's regular wages.
- D. Employees are required to use injury leave concurrently with any

available Family and Medical Leave. Leave time taken will be applied towards the employee's Family and Medical Leave entitlement.

- E. Injury leave may be taken for medical, optical, and dental appointments associated with the injury. Use of injury leave for this reason is intended for the duration of the appointment including travel time.

5.11 Administrative Leave

When it is in the best interest of the City, the City Manager may place an employee on administrative leave for a period of time not to exceed thirty (30) calendar days. The employee shall not be allowed to be at his/her worksite during administrative leave, unless there is specific authority from the department director or City Manager. The employee may be maintained in full-pay status with no loss of benefits during this period, with the exception of overtime.

5.12 Leave Donations

Employees may donate unused leave hours to other benefits eligible employees in accordance with the following criteria:

- A. Employees may donate vacation, sick or personal leave due to a personal/family medical condition, illness or injury or due to death of another employee.
- B. For the purpose of leave donation, family is defined as spouse, children, step-children, parents, siblings or grandparents.
- C. Employees donating/receiving leave must have been employed with the City for at least 12 months.
- D. Employees wishing to receive donated leave due to a personal/family medical condition, illness or injury must submit a request in writing to Human Resources for the leave donation. Requests for leave donation on behalf of a beneficiary must be submitted to Human Resources by the deceased employee's department director. In accordance with Section 222.15, Florida Statutes, a beneficiary is an employee's spouse, child or children (provided the child/children are over 18 years of age), father or mother, or any other person specifically designated by the employee in the employee's personnel file as a beneficiary to whom wage payments may be made.
- E. Employees receiving donated leave due to a personal/family medical condition, illness or injury must furnish a physician's certification of the existence of the illness or injury.

- F. Employees receiving donated leave due to a personal/family medical condition, illness or injury must have exhausted all of his/her available sick leave, vacation leave, compensatory leave and personal days.
- G. Employees receiving donated leave due to a personal/family medical condition, illness or injury must have been absent at least thirty (30) consecutive calendar days due to the specific situation in either paid or unpaid leave status.
- H. Employees may donate leave in one (1) hour increments up to a maximum of forty (40) hours per receiving employee per year. Employees may not donate hours that would result in the donating employee having less than eighty (80) hours of available sick leave after the donation.
- I. Unused donation hours will be returned to the donating employees in proportion to the donations.
- J. The maximum amount of hours an employee may receive from other employees shall be 480 hours per qualifying event. If an employee returns to work and later becomes unable to return to work, he/she may request leave donation again, to use the remaining hours left from the 480 hours.
- K. Employees receiving leave donation must use donated leave continuously. It is not to be used on an intermittent basis.
- L. Payment of donated leave to the receiving employee may be made retroactively to the date the employee exhausted their available leave balances.
- M. In the event of donated leave due to a death, the donated leave shall be paid in accordance with the applicable provisions in the Employment Policies Manual.
- N. In the event the employee receiving donated leave is ending their employment with the City, the employee cannot use their donated leave hours on their last day of employment,

5.13 Domestic Violence Leave

In conjunction with Florida law, the City grants up to three (3) working days of leave from work in any 12-month period for employees who have worked for at least three (3) consecutive months and become victims of domestic violence or sexual violence. If applicable, employees may use accrued vacation, sick, or personal time to cover this time off.

Appropriate or advance notice must be given to the department director or

Human Resources except in cases of imminent danger to the health or safety of the employee or a family member. A police report or other documentation must be filed with Human Resources and will be kept confidential. Employee questions relating to use of this leave should be directed to Human Resources. This leave may be used to cover such activities as:

- A. Seeking an injunction for protection against domestic violence
- B. Obtaining medical care or mental health counseling to address injuries resulting from domestic violence
- C. Obtaining services from victims' services organizations such as a domestic violence shelter or rape crisis center
- D. Making the employee's home secure from the perpetrator of domestic violence or finding a new home so as to escape the perpetrator
- E. Seeking legal assistance or attending court for related proceedings

5.14 Bereavement Leave

Benefits eligible employees upon request and approval by their department director may be granted up to twenty-four (24) hours of bereavement leave in the event of the death of a family member. Effective 9/1/25, non-union employees who work a 10-hour shift may be granted up to thirty (30) hours of bereavement leave. The employee shall submit proof of death and relationship before compensation is approved. Wages will be paid only for the actual scheduled hours on the day(s) of absence.

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

If additional time off is necessary, annual leave, personal days or compensatory leave may be used with the approval of the department director.

5.15 Payment of Benefits While Out on Leave

While out on any type of leave, employees are expected to continue to pay their portion of insurance benefits. After exhausting all accrued leave or donated leave time, insurance premiums in the amount normally deducted from the employee's paycheck must be paid biweekly directly to Human Resources until the employee returns to work.

Chapter 6

Personnel Management

6.1 Attendance Records

The city utilizes an electronic timekeeping system which maintains attendance records and leave requests. Departments who do not utilize the electronic system shall maintain employee attendance records in their respective departments. This record shall reflect all absences and shall be made available to the employee for inspection upon request. Copies of all leave request forms and supporting documentation if applicable must be forwarded by department directors to the Finance Department. An official/original leave request record file will be maintained in the Finance Department and a copy in each respective department.

Time sheets shall have department director approval upon submittal to the Finance Department. All time worked shall be recorded on the employee's timesheet/record.

6.2 Travel and Subsistence Allowance

All persons traveling on official City business are expected to follow the City's travel policy and procedure, and exercise good judgment in incurring expenses. All travel is to be responsible, necessary and reasonable.

Pursuant to Section 112.061 (3) (a), Florida Statutes, the City Council hereby delegates to the City Manager the authority to approve travel for all authorized persons traveling on behalf of the City. The City Manager shall establish a procedure for the reimbursement of travel expenses and the closing out of all travel once complete.

6.3 Hours of Work

The established work schedule for all full-time hourly employees is forty (40) hours per week with the exception of police officers and firefighters who work assigned shifts. However, the department director, with the approval of the City Manager, may establish a different work schedule which would better meet the needs of the department and/or provide proper service to the community.

6.4 Probation

The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any employees whose performance does not meet the required work standards.

The probationary period for general employees is the initial six (6) months, whereas the probationary period for police officers and firefighters is the initial twelve (12) months.

During the probationary period, in such a manner as the City Manager may require, the department director shall report to the City Manager (or designee – Human Resources Director) his/her observation of the employee's work and his/her judgments to the employee's willingness and ability to perform his/her duties satisfactorily and as to his/her habits and dependability.

At any time during the probationary period, the department director, after advising the City Manager, may remove an employee if in his/her opinion the employee is unable to or unwilling to perform the duties of the position satisfactorily or that his/her habits and dependability do not merit his/her continued employment with the City.

Prior to the expiration of an employee's probationary period, the employee's department director shall notify the City Manager by submitting an employee action form, whether the service of the employee has been satisfactory and whether he/she desires to extend the probationary period for up to ninety (90) days or continue the employee in his/her position. Upon satisfactory completion of the probationary period, the employee will become a regular employee of the City.

The normal beginning pay rate for a probationary employee will be the initial pay rate within the pay range established for his/her job classification. The City Manager may make exceptions upon the recommendation of the department director.

6.5 Performance Evaluations

The purpose of the performance evaluation process is to provide a formal and consistent method to document job performance standards, facilitate communication between supervisors and employees, promote and maintain job efficiency, determine training needs, and serve as basis for merit increases.

Performance evaluations are to be prepared and administered for all full-time, part-time and management employees, and include supporting statements documenting the reasons for the rating in each section. Seasonal employees are evaluated upon the completion of the season or upon notice of separation if three (3) months of employment was completed. Employees in seasonal positions are not eligible for a merit increase.

A. Types of Performance Evaluations

1. Probationary:

New employees are on probation as outlined in section 6.4

Probation. At a minimum, performance evaluations, indicating their progress in their job will be completed as follows:

General Employees –

- Upon completion of the third (3rd) month of employment
- Upon completion of the sixth (6th) month of employment
- Upon completion of probation, if probation was extended

Police Officers and Firefighters –

- Upon completion of the sixth (6th) month of employment
- Upon completion of the ninth (9th) month of employment
- Upon completion of the twelfth (12th) month of employment

Each probationary evaluation will be signed by the employee indicating that he/she has seen the evaluation, not that he/she agrees or disagrees with its contents.

2. Annual:

Annual performance evaluations shall be conducted at the beginning of April every year, with the exception of employees' first annual performance evaluation. The first annual evaluation will be based on the employee's employment anniversary date, the employee's annual evaluations following this will be at the beginning of April in line with all other employees.

B. Coaching Plan and Performance Improvement Plan

1. Coaching Plan:

An employee who receives an overall score of less than three (3) or an individual score of one (1) or two (2) in any one category, shall be placed on a Coaching Plan. The duration of the Coaching Plan shall be a minimum of three (3) months, and may be extended an additional three (3) months if deemed necessary/appropriate.

At any time when an employee's performance has significantly and negatively changed in one area from that of the previous reporting period, the department director may require that the employee be placed on a Coaching Plan.

2. Performance Improvement Plan:

An employee who receives an annual performance evaluation with an overall rating of less than two (2) shall be placed on a Performance Improvement Plan. The duration of the Performance Improvement Plan shall be six (6) months, and may be extended an additional three (3) months if deemed necessary/appropriate.

At any time when an employee's performance has changed radically from that of the previous reporting period, the department director may require that the employee be placed on a Performance Improvement Plan.

3. Failure to successfully complete a Coaching or Performance Improvement Plan shall result in appropriate disciplinary action.

C. Preparation and Administration of Performance Evaluations

Performance evaluations will normally be completed by an employee's immediate supervisor/rater. Employees being evaluated due to an internal movement (e.g., promotion, demotion, transfer) shall be evaluated by the immediate supervisor at the end of the assessment period.

Employees shall be evaluated using the established and applicable performance evaluation form. Evaluation forms may be updated periodically and require supporting statements documenting the reasons for the selected rating in each section.

Supervisors and department directors are responsible for completing the forms on a timely basis. Signatures of the employee's supervisory chain of command up to the department director shall be obtained on the original form, prior to presenting to performance evaluation to the employee.

The rater shall discuss the performance evaluation with the employee being evaluated, reviewing the reasons for the selected rating in each section. Performance evaluations must be signed by the employee. Employee signature is an acknowledgement of the presentation and discussion of the performance evaluation and does not signify agreement or disagreement with the evaluation on the part of the employee. The employee shall be furnished with an official copy of the performance evaluation form, including all signatures.

The employee may record any comments he/she may have, including statements of disagreement with the evaluation in the comments section of the evaluation or on a separate document if desired. Such statements will become a permanent part of the evaluation and shall be submitted

within five (5) calendar days of the performance evaluation being issued to the employee. Late submittals will not be considered.

An employee may appeal a performance evaluation to their department director by submitting a written memo outlining the areas of disagreement within five (5) calendar days of the performance evaluation being issued to the employee. Late appeals will not be considered. The decision of the department director will be final. No further appeals will be considered.

Employee comments/statements and all documentation concerning the employees appeal will be retained with the original evaluation in the employee's personnel file.

The department is responsible for returning completed performance evaluations, and additional documents if applicable, to Human Resources on a timely basis.

6.6 Promotions

It is the policy of the City to employ and promote the most qualified individual available for any given position. Promotion from within the City is a desirable practice in that positions can be filled with individuals who are knowledgeable about the operations of the City and the orientation period is significantly shortened.

Vacancies in positions above the lowest rank in any category within the City personnel system shall be filled by the promotion of employees in City service when possible and practical.

When a vacancy is to be filled by promotion the following factors will be considered:

- A. Qualifications for the position (i.e., knowledge, skills, and abilities)
- B. Service record with the City
- C. Physical fitness (if appropriate to the position)

Drug Testing: The City must perform a Previous Drug and Alcohol Testing records search for any employee who is to be promoted to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be allowed to be promoted to the DOT Safety Sensitive position.

Compensation: Upon promotion, the employee's pay rate shall be adjusted to either the minimum of the new pay grade or five (5%) percent higher, whichever is greater.

Performance Evaluations: Promoted employees shall continue to receive their annual performance evaluations in April of every year. In addition, promoted employees shall receive performance evaluations based on the same intervals as a new employee in the same job classification. This review period is intended to evaluate the employee's performance in their new job classification, and is not considered an initial probationary period. Promoted employees are eligible to receive merit pay increases based on the overall rating of only their annual performance evaluation. In the event that an employee is promoted prior to their six (6) month employment performance evaluation, they will still receive that evaluation.

Unsatisfactory Performance: If for any reason an employee cannot or does not perform satisfactorily in the new position, he/she may be removed and either reassigned or terminated. If an employee who has been assigned to a different position has a previous record of good performance but is unable to perform the new position satisfactorily, the City will attempt to either return him/her to their previous job, or to reassign him/her to a position for which they are better qualified. The employee's rate of pay will be adjusted to that rate of pay prior to the promotion. If no appropriate position is available, however, the employee may be laid off or terminated.

6.7 Demotions

Demotion occurs when an employee is placed in a position with a lower pay grade. The employee must possess the necessary qualifications to perform the required duties of the position which he/she is demoted to. Demotions must be approved by the department director and City Manager. Demotions may occur in the following situations:

- A. When a position has been abolished or reclassified to a lower pay grade and the employee cannot be transferred to a position with a similar pay grade.
- B. When an employee requests being transferred to a position with a lower pay grade.
- C. When an employee has been determined to be physically unqualified to perform the duties of the position, based on a medical examination by a physician selected by the City.
- D. When an employee's supervisor has determined that he/she is not

performing the duties of the job adequately. Regular employees shall be provided notice of the department director's intention to demote and the reasons for such action. The employee will be given the opportunity to respond to the department director's concerns within five (5) calendar days of receipt of the Intent to Demote letter in a meeting to be held with the employee and the department director. This meeting shall be scheduled by the employee's department. Upon consideration of the employee's responses, the department director shall make a final decision regarding the demotion and shall provide written notice of that decision to the employee. The department director's decision following the response meeting constitutes the final step in the City's internal review process.

Drug Testing: The City will perform a Previous Drug and Alcohol Testing records search for any employee who is to be demoted to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be eligible to be demoted to the DOT Safety Sensitive position.

Compensation: When an employee is demoted, his/her pay rate will be reduced five percent (5%) for each decrease in pay grade, up to a maximum reduction of fifteen percent (15%). If the employee was recently (within the previous 12 months) promoted and will be returning to their previous job classification, his/her pay rate shall be adjusted to the pay rate in effect immediately prior to the promotion. In no case shall an employee's salary fall below the minimum or above the maximum of the new pay grade.

Performance Evaluations: A demoted employee's annual evaluation performance date will be in April in line with all other general employee annual evaluations. . The employee will receive performance evaluations at the same intervals as a new employee.

Unsatisfactory Performance: If for any reason, a demoted employee cannot or does not perform satisfactorily, he/she may be removed and either reassigned or terminated, if an appropriate position is not available.

6.8 Transfers

It is the City's policy to place employees in a job which their interests and those of the City are best served. Every reasonable effort to place employees in a job of their preference is made if there is an opening and they have the necessary qualifications. Whenever possible, an employee's wishes shall be respected.

Drug Testing: The City must perform a Previous Drug and Alcohol Testing

records search for any employee who is to be transferred to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be eligible to be transferred to the DOT Safety Sensitive position.

Compensation: A transfer is when an employee moves from one position to another in the same pay grade. The employee's pay rate will not change.

Performance Evaluations: Transferred employees shall continue to receive their annual performance evaluations based on the date that was in effect immediately prior to the transfer. In addition, transferred employees shall receive performance evaluations based on the same intervals as a new employee in the same job classification. Transferred employees are eligible to receive merit pay increases based on the overall rating of only their annual performance evaluation. In the event that an employee is transferred prior to their six (6) month employment performance evaluation, they will still receive that evaluation.

Unsatisfactory Performance: If for any reason an employee cannot or does not perform satisfactorily in the new position, he/she may be removed and either reassigned or terminated. If an employee who has been assigned to a different position has a previous record of good performance but is unable to perform the new position satisfactorily, the City will attempt to return him/her to a position for which they are better qualified. If no appropriate position is available, the employee may be laid off or terminated.

6.9 Position Reclassifications

A position reclassification is a change in an employee's job description which results in a significant increase or decrease in assigned duties and responsibilities of the position. Position reclassifications shall be approved by the City Manager.

Drug Testing: The City must perform a Previous Drug and Alcohol Testing records search for any employee who is to be transferred to a Department of Transportation (DOT) Safety Sensitive Function position from a non-DOT position and has been with the City for less than two (2) years. If the employee's Previous Drug and Alcohol Testing records search reveals a positive drug/alcohol test result from a previous DOT regulated employer during the last two (2) years, the employee will not be allowed to be promoted to the DOT Safety Sensitive position.

Compensation: If the reclassification is to a higher pay grade, the employee's

rate of pay shall be adjusted to the minimum of the new pay grade or five (5%) percent higher, whichever is greater. If the reclassification is to a lower pay grade, the employee's rate of pay shall be adjusted to the average rate of pay of other employee's in the same or similar positions with similar years of experience.

Performance Evaluations: Employees who are in positions that have been reclassified shall continue to receive their annual performance evaluations based on the date that was in effect immediately prior to the reclassification. In addition, reclassified employees shall receive performance evaluations based on the same intervals as a new employee in the same job classification. Reclassified employees are eligible to receive merit pay increases based on the overall rating of only their annual performance evaluation. In the event that an employee is reclassified prior to their six (6) month employment performance evaluation, they will still receive that evaluation.

Unsatisfactory Performance: If for any reason an employee cannot or does not perform satisfactorily in the new position, he/she may be removed and either reassigned or terminated. If an employee who has been assigned to a different position has a previous record of good performance but is unable to perform the new position satisfactorily, the City will attempt to reassign him/her to a position for which they are better qualified.

If no appropriate position is available, the employee may be laid off or terminated.

6.10 Termination of Employment

Employment with the City may end due to the following reasons:

A. Voluntary Resignation

Employees are expected to provide at least two (2) weeks written notice of resignation to their department director or the City Manager. Employees are not permitted to use their accruals in lieu of the required notice. Employees who do not give the required notice will not be eligible for re-hire except as approved by the City Manager. Once a resignation is submitted, the City has no obligation to allow rescission or change of effective date of the resignation, but may consider a request to rescind or change the resignation depending on the circumstances.

Employees reemployed with the City shall receive service credit upon reemployment for the period of prior service for purposes of years of service recognition as long as the employee is rehired within twelve (12) months of separation, but not for purposes of accruing future annual and sick leave. The previous annual and sick leave balances will not be reinstated.

B. Termination for Misconduct

“Misconduct” is considered to be a violation of a City policy, rule, or working instruction. It also includes acts of gross negligence or willful acts that are not in the best interest of the City. Typically, the City will attempt to provide a warning or reprimand in an attempt to avoid further misconduct, but does not guarantee a specific sequence of warnings and/or reprimands. Employees may be terminated for misconduct upon a first serious offense.

Regular employees shall be provided notice of the department director’s intention to terminate and reasons for such action. The employee will be immediately placed on Administrative Leave and will be given the opportunity to respond to the department director’s concerns within five (5) calendar days of receipt of the Intent to Terminate letter in a meeting to be held with the employee and the department director. This meeting shall be scheduled by the employee’s department. Upon consideration of the employee’s responses, the department director shall make a final decision regarding the termination and shall provide written notice of that decision to the employee. The department director’s decision following the response meeting constitutes the final step in the City’s internal review process.

Probationary, seasonal, part-time, and limited duration employees and volunteers may be terminated without notice or cause by the department director.

C. Termination for Poor Performance

An employee who does not meet performance standards in his/her job or who is no longer able to perform the job for any reason including, for example, loss of license or failure to maintain minimal job qualifications, may be terminated from employment. Prior to termination for poor performance, the City will typically attempt to assist the employee in improvement of performance or attempt to place the employee in a position in which he/she can perform, but does not guarantee that the employee will be retained. The termination process shall follow the process previously outlined in item B of this section.

D. Reduction In Force

The City may, because of lack of funds, lack of work, or other causes,

be required to reduce the workforce in a department or division. If a reduction in force is required, the City will select those employees affected in an equitable and non-discriminatory manner in accordance with the criteria detailed below.

Within the affected work group, seasonal, part-time, and limited duration employees, followed by probationary employees will be terminated without recall rights prior to the layoff of regular employees. Management employees are at will and do not follow the reduction in force process.

Where two or more employees are of similar ability, length of service with the City and in the affected position, a lay off will be determined based on employee performance. The City may also retain certain employees without regard to length of service because of the employee's special knowledge, skill, training or experience.

If a regular employee is scheduled to be laid off, the employee may be offered another position for which he/she qualifies if a suitable vacancy exists, however, "bumping" is not allowed. The City Manager has the sole authority to approve or reject the request, and must further approve and confirm the names of all regular employees scheduled for layoff prior to the layoffs occurring.

Employees who are laid off shall have recall rights to their vacated positions for up to six (6) months, and will be recalled in the reverse order of layoff. An employee who is not recalled within six months of layoff will be considered terminated and will be eligible for re-hire should suitable position vacancies occur. An employee who declines recall will be considered to have voluntarily resigned as of the date he/she declined. Employees recalled will not be required to serve a new probationary period unless the position to which they are recalled is, in management's sole discretion, significantly different than the one they occupied at the time of lay-off.

Affected employees who are reemployed with the City within twelve (12) months shall receive service credit upon reemployment for the period of prior service for purposes of years of service recognition, and shall receive credit for years of service (longevity) for use in accruing future annual and sick leave. The previous annual and sick leave balances will not be reinstated.

E. Death

Separation shall be effective the date of an employee's death. All compensation due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse, or to

the estate of the employee as determined by law or by executed forms in the employee's personnel file.

F. Disability

The City of Clermont is committed to providing equal employment opportunities for individuals with disabilities in compliance with the Americans with Disabilities Act of 1990 (ADA) and all other applicable federal, state and local laws. All employment decisions are based on the employee's ability to perform essential job functions in accordance with the defined criteria, not the disability of the individual.

Upon request, employment procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the ADA. Reasonable accommodation may include, but is not limited to, modified work schedules, job restructuring, facility and equipment modification, job reassignment, etc. If the City is unable to provide a reasonable accommodation, or if the employee refuses to accept an offered accommodation, the employee may be separated from employment.

G. Retirement

Retirement is the voluntary separation of employment from the City upon the completion of a specific term of service and/or attainment of a certain age. Unless noted otherwise in the pension plan documents covering the employee, the normal retirement date for employees shall be the attainment of age sixty-two (62) and the completion of ten (10) years of service.

H. Eligibility for Re-Employment

An employee whose employment ends for any reason other than misconduct may re-apply for employment and be considered for vacancies for which he/she qualifies. Employees who are terminated, resign in lieu of termination for misconduct, or who fail to provide proper notice will not be considered for future employment with the City. While the past service for the City may be considered favorable experience, prior service does not grant any right of re-employment or preferential consideration.

6.11 Annual Physical Examinations

All police officers/firefighters are required to have an annual physical examination by December 31 of each year. The exam will include specific tests as approved by the Fire Chief and Police Chief respectively. The physical

must be administered in accordance with the guidelines set forth in the City's Medical Examination Procedure.

All police officers/firefighters will be permitted leave with pay up to two (2) hours, upon approval of their department director to complete all components of the annual physical examination (when applicable). The specific results of the annual physical examination will not be made available to City management. However, in the case of firefighters, the physical examination provider must certify to the City that the firefighter is medically qualified to perform all functions of a firefighter, in accordance with the guidelines set forth by the National Fire Protection Association (NFPA) 1582. In the case of police officers, the physical examination provider must inform the City of medical conditions that could affect the individual performing as a police officer.

Refusal to complete all components of an annual physical examination shall be grounds for termination in accordance with the disciplinary action policy contained herein.

6.12 Employee Disciplinary Procedures

It shall be the duty of all employees to comply with and to assist in carrying into effect the City's rules and regulations, including employment and departmental policies and procedures. Employees should be made aware of the seriousness of violating regulations or actions that will necessitate disciplinary action.

A. Responsibilities

1. It is the duty of every employee to attempt to correct any faults in performance when called to the employee's attention and to make every effort to avoid conflict with the rules and regulations.
2. Supervisors are responsible for counseling employees when necessary in order to correct deficiencies and to avoid the need to exercise disciplinary action. Counseling is not considered discipline and is not subject to Section 6.13 of this Manual. Counseling records are considered public records and shall be maintained in the employee's personnel file.
3. Discipline is an action initiated and administered when positive corrective measures designed to train or affect behavior changes are unsuccessful in attaining satisfactory employee performance; or action initiated and administered by supervisors when an employee commits a pronounced deviation regarding a rule, order, directive or procedure. Disciplinary actions become a permanent written record and are placed in the employee personnel file and may be considered during

times when an increase in pay or advancement is to be determined. Discipline shall be, whenever needed, on an increasingly progressive nature in the form of reprimand, suspension, demotion, transfer or termination. Discipline shall correspond to the offense.

Probationary employees, seasonal, part-time, limited duration, volunteers and management employees do not have rights under Section 6.13 of this Manual.

B. Grounds for Action and Types of Disciplinary Action

It shall be the duty of each employee to maintain high standards of conduct, cooperation, efficiency and economy in their work for the City. Whenever work habits, attitude, production or the personal conduct of any employee falls below a desirable standard, supervisors should point out the deficiencies at the time they are observed. Corrections and suggestions should be presented in a constructive and helpful manner in an effort to elicit the cooperation and goodwill of the employee. Supervisors shall assist employees in gaining capability through on-the-job training as required.

While it would be impossible to list all employee actions for which disciplinary action is warranted, the following list includes basic infractions and suggested disciplinary actions to be taken. In no way is the list meant to be all-inclusive, and appropriate disciplinary action may be taken for other unlisted employee actions. The disciplinary actions noted in this section are intended to be used as a guide; therefore, more severe or less severe disciplinary action may be taken based on the circumstances.

The severity of the violation determines whether Progressive or Non-Progressive Corrective Action is appropriate. Violations under the category of Misconduct usually result in Progressive Corrective Action, whereas those under the category of Serious Misconduct may result in Non-Progressive Corrective Action (suspension without pay, involuntary demotion, or termination of employment). Provided, however, depending on the severity of the violation, a violation classified as misconduct and/or serious misconduct may be grounds for immediate disciplinary action up to and including termination.

The levels of corrective action include the following, with disciplinary action starting at the level of a reprimand:

- Reprimand
- Suspension (without pay)
- Demotion

Termination

1. Misconduct

The “misconduct” or “conduct” for which an employee may be subject to progressive corrective action is not limited to willful misconduct. Progressive Corrective Action may be imposed for any conduct which falls short of what an employer may reasonably expect and require of an employee.

Examples of misconduct for progressive corrective action which may begin at the counseling level includes, but is not limited to, the following:

- a. Tardiness.
- b. Discourtesy.
- c. Substandard performance.
- d. Creating or contributing to poor housekeeping.
- e. Inadvertent or isolated violation of departmental rules or standards of conduct (other than “serious” misconduct which results from a lack of good judgment).
- f. Violation of the City’s Dress and Appearance Policy or department related specific policy or procedure.

Examples of misconduct for progressive corrective action which may begin at the reprimand level includes, but not limited to, the following:

- g. Physical or verbal mistreatment of the public, internal or external customers
- h. Fighting on City premises or on City time
- i. Failure to immediately report a City vehicle crash or other incident, or damage (including work-related injuries or illnesses) to a supervisor. (Immediately is defined as the same work shift or as feasibly possible or in the case of injury/illness as soon as one becomes aware).
- j. Trespassing.

- k. Intimidation or coercion.
- l. Engaging in personal work on City time.
- m. Engaging in horseplay on City premises or time.
- n. Improper job performance, lack of cooperation or loafing. Productivity is not up to required standards.
- o. Habitual tardiness or absenteeism.
- p. Violation of City's Smoking and Tobacco Use Policy.
- q. Abuse or misuse of City equipment or property, or intentional waste of material.
- r. Violation of telephone or communication device usage policy.
- s. Violation of Social Media Policy.
- t. Taking more than specified time for meals or break period.
- u. Unauthorized sleeping on duty.
- v. Making or publishing false, vicious or malicious statements concerning the City or any employee.
- w. Violation of the City's Solicitation Policy.
- x. Violation of the City's Safety Policy.
- y. Unauthorized posting, defacing or removal of notices on bulletin boards City property.
- z. Being absent for one (1) schedule work day or shift without notification or approved leave, failing to notify of intended absence in a timely fashion, or failing to report after a leave of absence has expired.
- aa. Failure to report for an overtime assignment without satisfactory reason.
- bb. Violation of the City's Harassment Policy.
- cc. Gambling on City time or at City work sites.

2. Serious Misconduct

Serious misconduct may result in non-progressive corrective action, including suspension without pay, involuntary demotion or termination. Examples of serious misconduct violations which may warrant non-progressive corrective action up to and including termination, includes but not limited to the following:

- a. Theft or dishonesty.
- b. Leaving the workplace without the specific permission of the supervisor, department director or City Manager.
- c. Failing to acquire or maintain competence or legal capacity to perform the duties required of the position, including maintaining a valid driver's license, registration or certification, when such license, registration or certification is required in the classification or the position description.
- d. Failure to complete the annual physical exam if required.
- e. Failure to report or call in to work for three (3) consecutive scheduled work days/shifts for eight (8), ten (10) and twelve (12) hour employees or two (2) consecutive scheduled work shifts for twenty-four (24) hour employees is considered job abandonment and grounds for termination.
- f. Exhibiting inefficiency, ineptitude, irresponsibility, substandard job performance, or continued rendering of such after instruction and/or counseling.
- g. Demonstrating gross neglect of duty or a specific serious failure to perform assigned duties, including those that result from carelessness or gross neglect.
- h. Committing an act of insubordination, including the failure to obey any proper direction or an order given by a superior.
- i. Engaging in offensive conduct including rudeness, profanity or other conduct which disrupts the workplace.

- j. Committing harassment, including but not limited to sexual harassment, discriminatory in nature, or other prohibited harassment, towards another employee, customer, vendor, citizen, or any other person with whom the employee comes into contact as a result of employment.
- k. Engaging in or threatening to engage in a physical fight or engaging in a verbally abusive and/or intimidating confrontation with a supervisor, co-worker, or member of the public.
- l. Soliciting or taking for personal use a fee, gift, or other valuable object in the course of work, or in connection with it, when such fee, gift, or other valuable object so solicited or taken might be construed as receiving a favor or obtaining better treatment than that extended to other persons, either on a present or future basis.
- m. Attempting to use one's City position, City property or resource in order to affect any term or condition of employment, or to receive any type of preferential treatment/benefit for themselves or others which would otherwise not be afforded.
- n. Being dishonest, including but not limited to knowingly making false statements of misrepresentation in a matter of official City business, in the course of the employee's work, or dealing with customers.
- o. Making false claims, misrepresentations or omissions on behalf of oneself or another (deliberate or otherwise) to obtain employment, City provided benefits, workers' compensation benefits, or other payments or credits. This would include falsification of a record or making claims on City records including employment applications, time sheets, doctor's notes or other documents.
- p. Misappropriating City funds, property, services or personnel for his/her personal use, or illegally disposing of City property.
- q. Severely violating safety policies, procedures or regulations, including but not limited to performing unsafe

acts and/or failing to enforce safety practice, wear and/or use safety equipment, immediately report a work-related personal injury or damage to property or equipment, or comply with safety policies, procedures, or regulations.

- r. Being at-fault in a significant traffic crash or other incident on the job that results in personal injury or injury to others.
- s. Being found to have drugs and/or alcohol present in one's system or in violation of the City's Drug Free Workplace Policy.
- t. Willful destruction, being careless or engaging in other behavior resulting in the loss or damage of City property, including but not limited to negligently operating a City owned or other vehicle used in the service of the City.
- u. Having unauthorized possession or use of City property or the property of a co-worker.
- v. Misusing the City purchasing or credit card and/or fuel card.
- w. Possessing unauthorized weapons or explosives on or in City owned or leased property, or during the course of performing one's job, including a concealed weapon unless authorized as part of the employee's job duty.
- x. Being committed or convicted of, or plead guilty or no contest to an act which constitutes a felony or misdemeanor having specific relevance to the duties of the employee's classification, or any felony, first degree misdemeanor or other serious crime including but not limited to DUI and DWI.
- y. Failing to immediately notify direct supervisor/management if the employee's valid Florida driver's license, as required by their job description, is denied, expired, suspended or revoked, or if ticketed for a parking violation while operating a City vehicle, or a moving violation or red light camera ticket while operating a motor vehicle while conducting City business.
- z. If the employee is required to maintain a commercial driver's license (CDL), failure to immediately notify direct

supervisor/management of all moving violations and red light camera ticket, except parking, regardless of the violation or type of vehicle driven at the time, on or off the job; or violation of any other driving related procedures.

- aa. Following an arrest of an unlawful act should there be credible knowledge that a City policy or standard of conduct was violated or admission made to the law violation, a conviction of a criminal offense, being indicted by a Grand Jury, and/or incarcerated.
- bb. Failing to notify supervisor and/or management within three (3) days of arrests or convictions of a criminal offense, having been indicted by a Grand Jury, or incarcerated and/or charged with any unlawful act.
- cc. Knowingly and willfully modifying, using or accessing data, communications systems, program or supplies used or intended to be used in City computers, computer systems, communications systems, or network without the required approval, or any other violation of a City's telephone, email/internet, or communications device usage policies.
- dd. Unauthorized or inappropriate use or disclosure of confidential information, including but not limited to as personal information, any information included in a personnel file, and pay rates from official records.
- ee. Disrupting, disturbing, or in any way interfering with an investigation, including but not limited to knowingly making false allegations, statements or misrepresentations during the course of an investigation, spreading false information concerning an investigation, or having inappropriately influenced (or attempted to) witnesses, potential witnesses or investigator(s).
- ff. Exhibiting actions or conduct, on or off the job, that could be detrimental to the City or City's operations, could affect performance of one's job, and/or could have a negative impact on the City, including the City's reputation (e.g., indecency or immoral conduct).
- gg. Violating any City (this or other) or departmental policy, procedure, rule, standard of conduct.

- hh. Violating Information Security Procedure
- ii. Failure to take action to address concerns/complaints
- jj. Failure to report a moving violation for employees whose job duties include driving as an essential function of their job.
- kk. Violating any other properly substantiated cause that is in the best interest of the City.

C. Intent of Disciplinary Action

1. The purpose of these rules and regulations, and disciplinary action for violations of such rules and regulations is not intended to restrict the rights of anyone, but to secure cooperation and order throughout City employment.
2. The severity of disciplinary action should be related to the gravity of the offense(s), the employee's record of disciplinary action, his/her length of service, and City policy in similar cases. Any adverse action taken must be for good cause, be consistent with other such actions taken by the City and be fair and equitable.
3. The following provisions shall govern disciplinary actions affecting employees in the City service. A department director, subject to the appeal rights of the regular employee as stated herein, shall have the following alternatives for disciplinary action:

Counseling:

Supervisors are responsible for counseling employees when necessary to improve performance. Counseling is not considered discipline and is not subject to Section 6.13 of this Manual. Supervisors may retain supervisory notes on counseling. Counseling records are considered public records and shall be maintained in the employee's personnel file. A counseling may be used for minor first offenses of tardiness, discourtesy, substandard performance, or other items as outlined in section 6.12 subsection B of this manual.

Reprimand:

Unless the incident, action or behavior of the employee is such as to initially warrant a more severe type of disciplinary action, a reprimand shall usually be issued for first offenses. Depending upon the circumstances or seriousness of the offense, one additional reprimand

may be given for repetition of the same type of offense. Reprimands should state the necessary corrective action and a warning that repeated offenses may lead to sterner measures. A copy should be filed in the employee's personnel records.

Suspension:

A department director may for disciplinary purposes, suspend without pay any employee under the department director's supervision for such length of time as is considered appropriate, but not to exceed thirty (30) work days/shifts in any twelve (12) month period.

- a. A written statement (Intent to Suspend) specifically setting forth reasons for and the length of time of such suspension shall be furnished to the affected employee. Notice of the charge or charges against the employee shall be specific and include the date, time, place, and nature of the violation or misconduct charged in sufficient detail to provide the employee an opportunity to prepare a response. Such notice shall be signed by the department director.
- b. An employee served with an intent to suspend notification will be given an opportunity to respond to the department director's notice upon receipt or within five (5) calendar days of receipt of the intent to suspend letter in a meeting to be held with the employee and the department director. This meeting shall be scheduled by the employee's department. Upon completion of the meeting, the department director shall make a final decision regarding the suspension and shall provide written notice of that decision to the employee. The department director's decision following the response meeting constitutes the final step in the City's internal review process. If the employee's suspension is upheld, the employee will begin to serve the suspension the following scheduled shift.
- c. Notice of disciplinary action, including intent to suspend, against an employee shall be made by delivering a copy of such notice to the employee in person or by mailing a copy of such notice by certified mail to the last known address of the employee as reflected in the records of Human Resources.
- d. When court action, an investigation, or a trial on any charge(s) is pending against an employee and he/she is suspended, such suspension without pay may be extended by the department director until final court action is taken or disposition of the charge(s) has been made.

Demotion:

See section 6.7 Demotions for the processing of involuntary demotion.

Termination:

See section 6.10 Termination of Employment, subsections B and C for the processing of involuntary termination of employment.

6.13 Special Review of Protected Conduct

It is the policy of the City that all employees shall be treated fairly and consistently in all matters related to their employment. If an employee believes they have been subject to an adverse employment action as a result of engaging in conduct protected by law or City policy, he/she shall have the right to a review free from interference, restraint, coercion, discrimination, or reprisal. The employee shall be entitled to time off from his/her regular duties for the presentation of his/her request without loss of pay, vacation or other credits.

- A. The right to request review under this section is strictly limited to instances where an employee alleges that an adverse employment action—defined as suspension, demotion, termination —was taken in retaliation for, or in connection with:
 - i. Reporting or being the subject of a report of sexual misconduct;
 - ii. Engaging in whistleblower activity, including reporting illegal conduct, gross mismanagement, waste of public funds, abuse of authority, or danger to public health or safety;
 - iii. Exercising rights protected by applicable anti-discrimination or retaliation laws; or
 - iv. Participating in an investigation, complaint process, or legal proceeding involving any of the above.

This process does not apply to routine disciplinary actions, performance-related issues, or other employment decisions that do not involve protected conduct.

B. Procedure

Employees who fall under the purview of section 6.13(a), may submit

a written request for review directly to the City Manager within five (5) calendar days from the date of the adverse employment action. The request must be in writing. The request must clearly state the alleged protected conduct, the adverse action taken, and the basis for believing the action was improper or retaliatory. The employee may have the request before the City Manager in the presence of the department director or any other person the City Manager may select.

1. Upon receipt of a qualifying request, the City Manager will:
 - a. Within a reasonable time, conduct a prompt and impartial review. This may include review of documentation, interviews with relevant individuals, and an informal hearing if deemed necessary.
 - b. The City Manager will then render a decision confirming, reversing, or modifying the adverse employment action. The City Manager issues his/her decision in the form of a letter issued to the employee.
2. The decision of the City Manager is final and not subject to further review within the City's administrative structure.

6.14 Modified Duty Assignment

If an employee 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 unless, at the department director'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 department. In the event there are no modified duty work opportunities available in the department, the City Manager may approve modified duty status for work in other departments of the City.

If such an opportunity is available, the department director shall inform the employee in writing of any modified duty assignment(s) and the physical capabilities required for their performance.

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

ability to perform the modified duties.

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 (ADA). Modified duty may be ended at the will of the City at any time, in accordance with applicable law.

An employee 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 an employee is performing a modified duty assignment. Accumulated sick, vacation or compensatory leave may be used to make up for a loss of pay if the modified duty assignment is based on a schedule that is less than the hours worked by the employee in a regular pay period.

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

6.15 Smoking and Tobacco Use

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

6.16 Searches

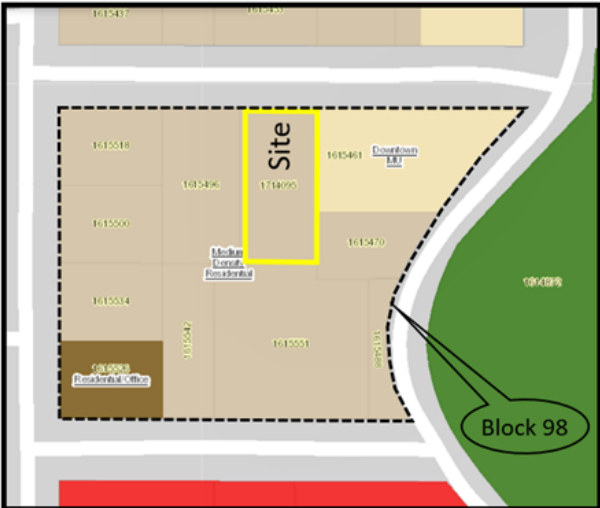
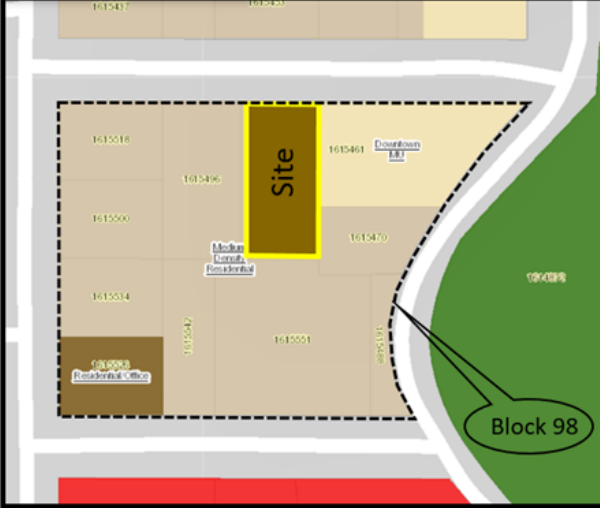
There shall be no expectation of privacy related to City property including but not limited to City issued vehicles, phones, cell phones, desks, lockers, computers and e-mail. City supervisory and managerial employees have the right to enter or search City property with or without notice. All reasonable attempts will be made to conduct the search in the presence of the employee and their supervisor as applicable.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, June 10, 2025	
Agenda Item Name	
Ordinance No. 2025-022 <i>Intro</i> 963 W. Juniata Street SSCPA	
Requested Action	
Recommend approval of Ordinance 2025-022.	
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 a conditional use permit to allow office use in the existing R-3 Residential/Professional zoning. The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to Residential/Office. 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. Medical office uses would be allowable in the Residential/Office future land use per Policy 1.7.1 of the City's Future Land Use Element - Residential/Office indicates that the residential/office category is intended to provide a mixture of predominantly residential uses, while allowing for professional offices that are consistent with the general character of the adjacent residential uses. Within this City block, Block 98, the current future land uses are Downtown Mixed Use, Medium Density Residential and Residential/Office. One existing parcel within this block is currently designated as Residential/Office future land use. The parcel is being used for office use and is bordered by Medium Density Residential. The proposed medical use would be similar to the existing office use and would be bordered by Medium Density Residential and Downtown Mixed Use. The proposed Residential/Office future land use would provide a more appropriate transition from Medium Density Residential instead of the Downtown Mixed Use, since it may allow more intense uses.   CURRENT FLU Map: Medium Density Residential PROPOSED FLU Map: Residential/Office Staff is in support of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Residential/Office. Staff recommends approval of Ordinance 2025-022.	

Additional Analysis			
Fiscal Impact Summary			
None.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Ord 2025-022 - 963 W Juniata SSCPA (05.16.2025)	Ord 2025-022 - 963 W Juniata SSCPA (05.16.2025).pdf	
2.	Maps Updated	Maps Updated.pdf	
3.	Application_Redacted	Application_Redacted.pdf	
4.	Applicant's Note	Applicant's Note.pdf	
5.	2025-022 SSCPA - Legal Ad CC	2025-022 SSCPA - Legal Ad CC.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-022

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:

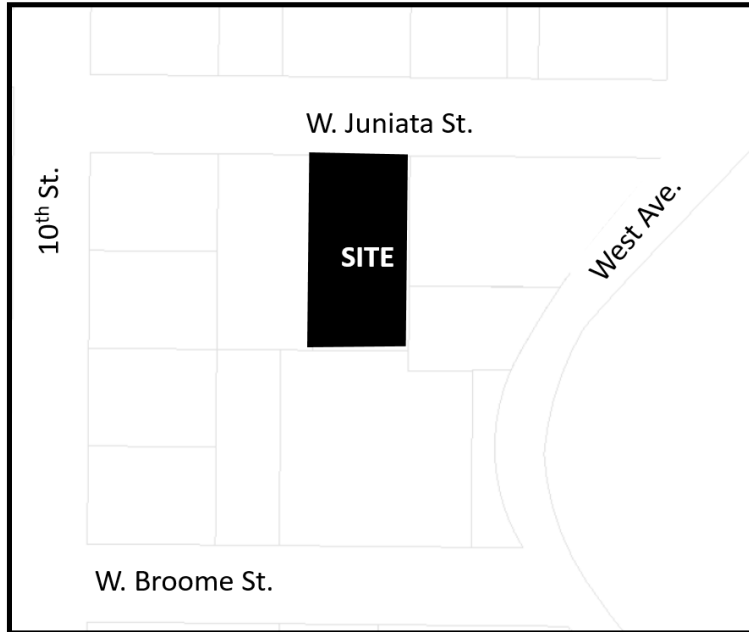
LEGAL DESCRIPTION

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. 2025-022

LOCATION

963 W. Juniata Street
Alternate Key 1714095



CHANGE THE FUTURE LAND USE CLASSIFICATION:

**FROM: MEDIUM DENSITY RESIDENTIAL
TO: RESIDENTIAL/OFFICE**

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. 2025-022

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. 2025-022

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of June, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

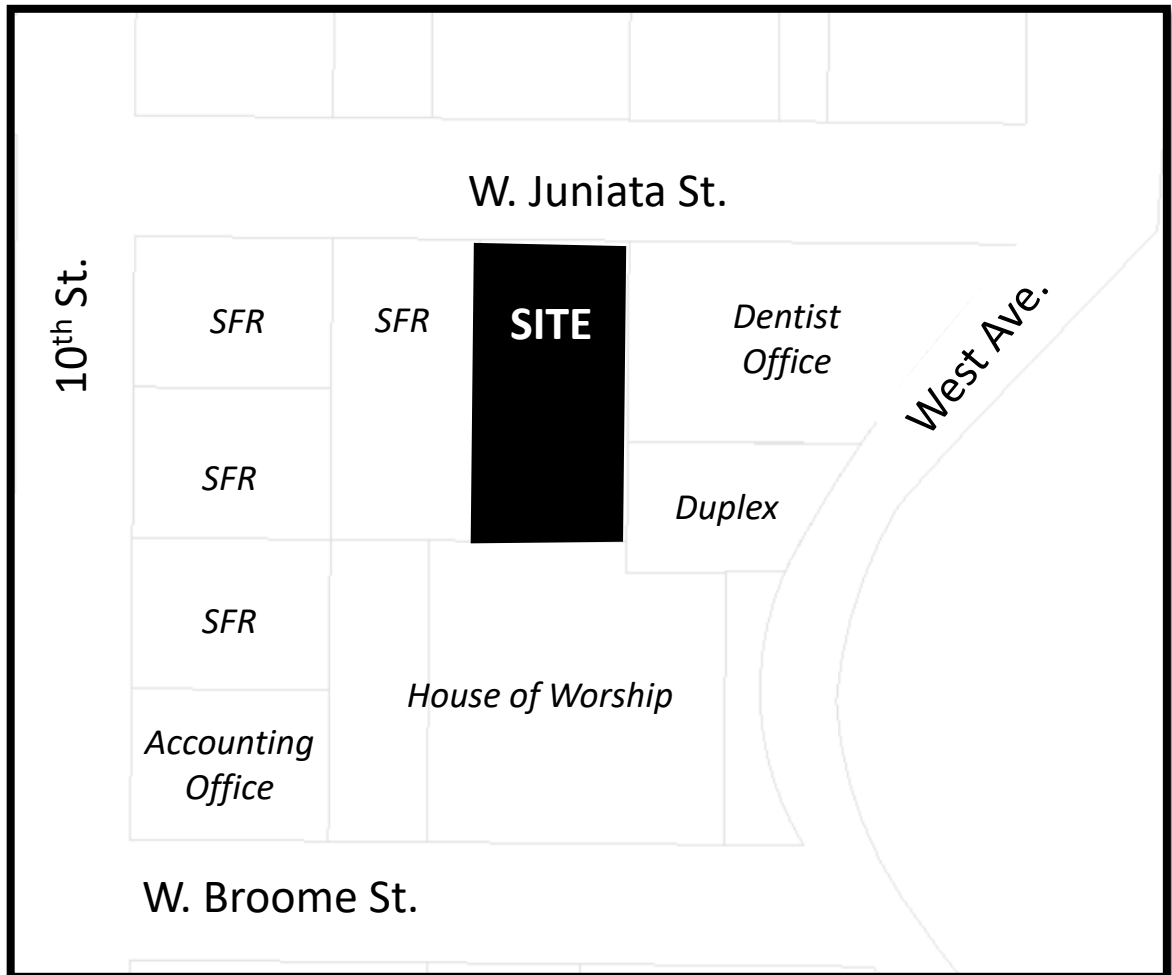
ATTEST:

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

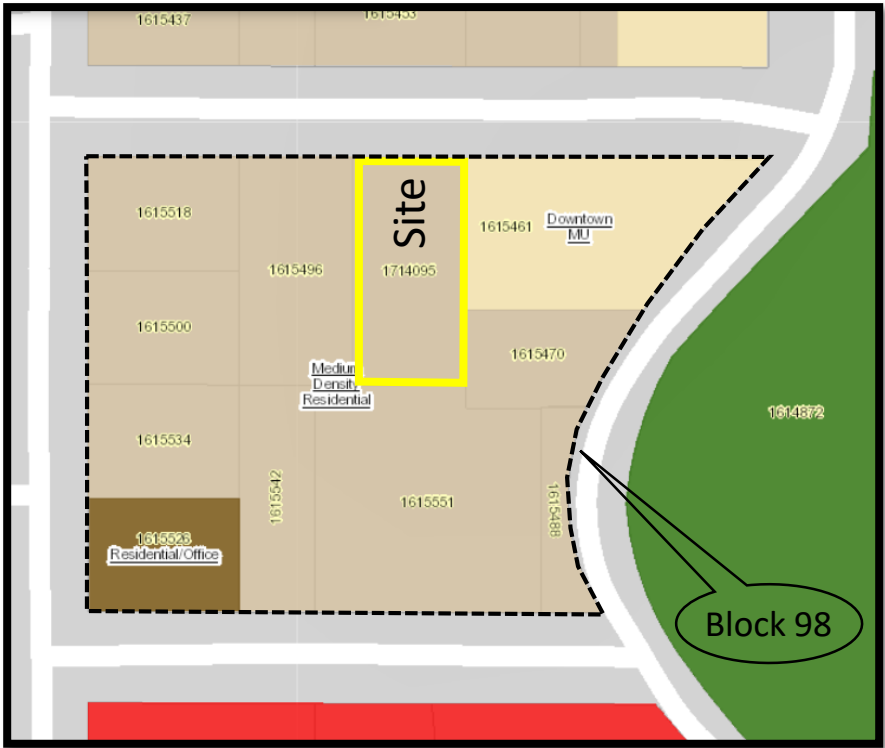
Zoning



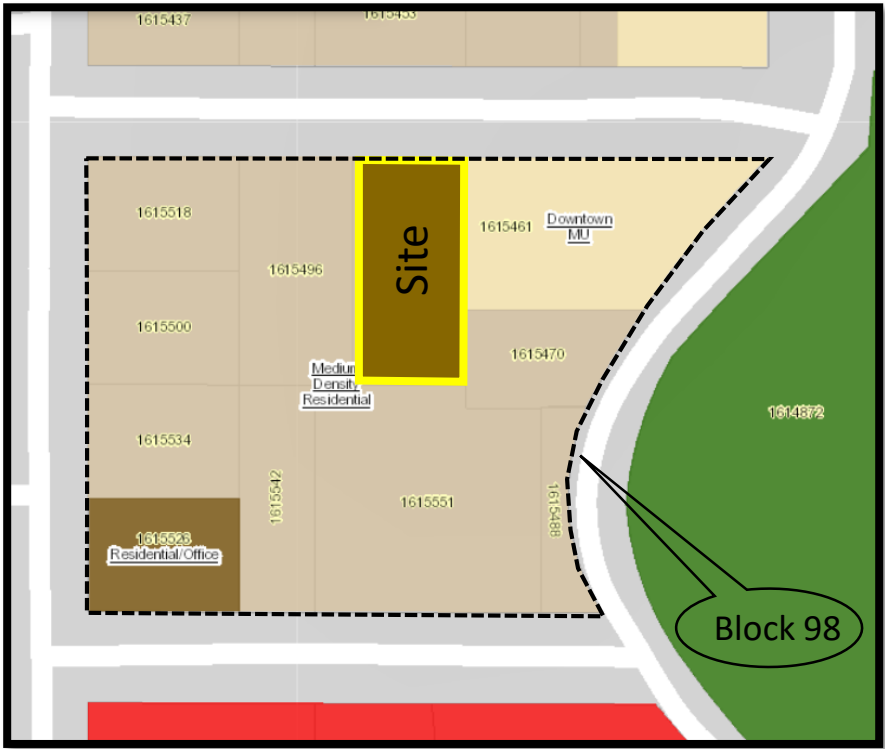
CURRENT Zoning Map: R-3 Residential/Professional

963 West Juniata Street

Future Land Use



CURRENT FLU Map: Medium Density Residential



PROPOSED FLU Map: Residential/Office



Proposed density (dwelling units/acre) or intensity: 1,554 SF

Proposed Zoning District: R-3 Residential / Professional District (No Change)

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

Residential/Office. This amendment is requested to facilitate the use-conversion of the existing single family residential dwelling unit to a doctor's office building.

The proposed FLU amendment to Residential / Office will allow for the land use conversion 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



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

BLAIR LANE HANDY, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Medium Density to Residential / OFFICE for the property legally described on the attachment of this application.
3. That the owner of said property has appointed SELF to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Blair Handy
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 17th day of APRIL, 2025.



X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: MAY 24, 2026



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

BLAIR LANE HANDY, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from medium density to Residential / office for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Blair Handy
Affiant - Applicant Name (print)

X Blair Handy
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 17th day of APRIL, 20 25.

X Jennifer Urtes
Notary Public, State of Florida at Large



My Commission Expires: MAY 24, 2026

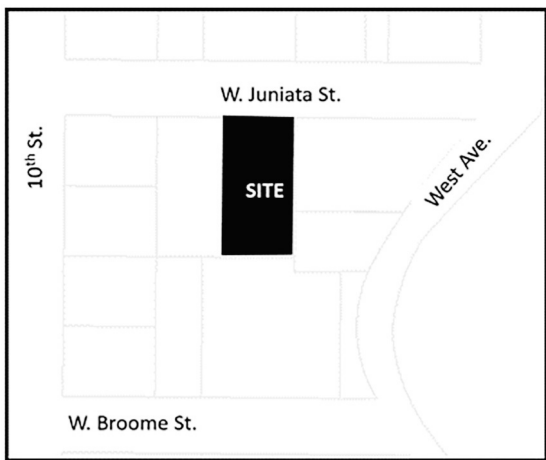
It should be noted that a Comprehensive Plan Amendment was previously submitted to request a Future Land Use amendment to Downtown Mixed Use and a Rezoning to Central Business District to facilitate this land use conversion. The request was heard at Planning and Zoning on April 1, 2025 with an approval of 6 to 1, but was then subsequently heard at City Council on April 8, 2025 with a denial of 3 to 2. Furthermore, during both sessions no residents opposed the changes.

As a member of the audience during most sessions (April 1, 2025 and April 8, 2025), this new submission is consistent with the City Council's discussion and recommendation for moving forward. As such, a Future Land Use amendment to Residential/Office, with a corresponding conditional use permit for the Doctor's Office land use with a variance for parking (5 parking spots) is being requested as indicated by the City Council.

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT ORDINANCE NO. 2025-022

The Clermont City Council will hold a public hearing on Tuesday, June 24, 2025 at 5:30 p.m., to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 0.26 +/- acre parcel from Medium Density Residential to Residential/Office Land Use Designation.



LOCATION

963 West Juniata Street
Alternate Key 1714095
0.26 +/- Acres

FUTURE LAND USE MAP AMENDMENT

**From: Medium Density Residential
TO: Residential/Office**

ORDINANCE NO. 2025-022

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.

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 10, 2025		
Agenda Item Name		
Ordinance No. 2025-024 <i>Intro</i> <i>Code Enforcement Special Magistrate</i>		
Requested Action		
Staff Report		
The attached ordinance provides for changes to the City Code to allow the City Council to appoint a Special Magistrate for code enforcement.		
Additional Analysis		
Fiscal Impact Summary		
This is an unbudgeted item. If approved, a professional services contract will be procured.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-024 Special Magistrate (05.29.2025)	Ord 2025-024 Special Magistrate (05.29.2025).pdf	
2. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING ARTICLE II, “CODE ENFORCEMENT AND NUISANCE ABATEMENT”, DIVISION 1, “GENERALLY”, SECTION 1-41 “INTENT OF ARTICLE”, PROVIDING THAT THE CITY COUNCIL SHALL APPOINT A CODE ENFORCEMENT SPECIAL MAGISTRATE; AND AMENDING SECTION 1-42 “ALTERNATE CODE ENFORCEMENT SYSTEM AND NUISANCE ABATEMENT SYSTEM ”; RENUMBERING SECTION 1-43 “SUPPLEMENTAL ENFORCEMENT”; AND AMENDING DIVISION II, “CODE ENFORCEMENT BOARD”, SECTION 1-75, “CREATED; JURISDICTION; ENFORCEMENT BY COURTS”; SECTION 1-76, “APPOINTMENT AND QUALIFICATIONS”; SECTION 1-77 “COUNSEL NAMED”; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

NOW, THEREFORE, be it ordained by the City Council of the City of Clermont, Lake County, Florida, as follows:

SECTION 1:

Article V, “Code Enforcement”, Division 1, “Generally”, Sections 1-41–1-77 are hereby amended to read as follows:

Section 1-41 Intent of Article.

It is the intent of this Article to appoint-a Municipal Code Enforcement Special Magistrate_with the authority to impose administrative fines and other noncriminal penalties to promote, protect, and improve the health, safety, and welfare of the City and to provide an equitable, expeditious, effective, and an inexpensive method of enforcing any of the City's Codes and Ordinances in force where a pending of repeated violation exists or continues to exist. This Article has been enacted pursuant to the authority of Florida Statute Chapter 162.

Section 1-42 Alternate Code Enforcement System.

The City hereby adopts an alternate code enforcement system which gives the Code Enforcement Special Magistrate appointed by the City Council the authority to hold hearings and assess fines against violators of the City Codes and Ordinances.

Section 1-43 Supplemental Enforcement.

Nothing contained in this Article shall prohibit the City from enforcing its codes by any other means.



CITY OF CLERMONT
ORDINANCE NO. 2025-024

SECTION 2:

Article V, “Code Enforcement”, Division II, “Code Enforcement Board”, Sections 1-75 – 1-77 are hereby amended to read as follows:

Section 1-75 Created; Jurisdiction; Powers and Duties; Enforcement by Courts.

- (a) There is hereby created a municipal Code Enforcement Special Magistrate pursuant to Florida Statutes Chapter 162.
- (b) The City Code Enforcement Special Magistrate shall have jurisdiction to hear and decide cases in which violations are alleged of any provisions of the City Code and its ordinances.
- (c) The Code Enforcement Special Magistrate shall have all of the powers and duties granted under Florida Statute Chapter 162; as amended. The City hereby adopts such provision by reference as if set out fully herein.
- (d) Any alleged violations of such Code and Ordinances may also be enforced in any court of competent jurisdiction.
- (e) Wherever any Ordinance or provision of the City Code or the City Land Development Code shall reference the Code Enforcement Board, it shall be deemed to reference and apply to the Code Enforcement Special Magistrate as created herein.

Section 1-76 Appointment and Qualifications.

The Code Enforcement Special Magistrate shall be appointed by the City Council, shall be a member in good standing of The Florida Bar, and shall have such other qualifications as the Council may determine.

Section 1-77 Counsel Named.

The City Attorney shall serve as counsel to the City in all matters before the Code Enforcement Special Magistrate.



CITY OF CLERMONT
ORDINANCE NO. 2025-024

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of June, 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

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:	06/02/2025
Order Number:	11377670
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	71.0000
Height in Inches:	5.8800

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	06/09/2025 - 06/09/2025	Govt Public Notices
LEE dailycommercial.com	1	06/09/2025 - 06/09/2025	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	\$114.18
Tax Amount	\$0.00
Service Fee 3.99%	\$4.56
Cash/Check/ACH Discount	-\$4.56
Payment Amount by Cash/Check/ACH	\$114.18
Payment Amount by Credit Card	\$118.74

Order Confirmation Amount	\$114.18
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Ad Preview

LEGAL NOTICE

On Tuesday, June 24, 2025 at 5:30 PM the Clermont City Council will consider the proposed ordinance to allow for an amendment to Sections 1-41 through 1-77 of the Code of Ordinances.

ORDINANCE NO. 2025-024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING ARTICLE II, "CODE ENFORCEMENT AND NUISANCE ABATEMENT", DIVISION 1, "GENERALLY", SECTION 1-41 "INTENT OF ARTICLE", PROVIDING THAT THE CITY COUNCIL SHALL APPOINT A CODE ENFORCEMENT SPECIAL MAGISTRATE; AND AMENDING SECTION 1-42 "ALTERNATE CODE ENFORCEMENT SYSTEM AND NUISANCE ABATEMENT SYSTEM"; RENUMBERING SECTION 1-43 "SUPPLEMENTAL ENFORCEMENT"; AND AMENDING DIVISION II, "CODE ENFORCEMENT BOARD", SECTION 1-75, "CREATED; JURISDICTION; ENFORCEMENT BY COURTS"; SECTION 1-76, "APPOINTMENT AND QUALIFICATIONS"; SECTION 1-77 "COUNSEL NAMED"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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
11377670 6/9/2025