



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY CENTER
AGENDA
6:30 PM, Tuesday, September 22, 2020**

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 changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Paula Hoisington and Alex Busto
Clermont Elementary/Lincoln Park

Valerie Bronson
Veterans Memorial Monument

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Bid Award

Consider awarding bid to Infinity Corporation of Central Florida, Inc. to furnish and install an audio system at Victory Pointe and Highlander Pavilion in the total budget amount of \$51,360.

Item No. 2 - Piggyback Agreement

Consider request to piggyback the Sarasota County contract with Engineered Spray Solutions LLC to provide Sprayroq protective lining for existing sewer manholes and stormwater structures in the estimated annual amount of \$100,000.

Item No. 3 - Contractor Name Change

Consider request for contractor name change from Booth, Ern, Straughan & Hiott, Inc. (BESH) to Halff Associates, Inc. d/b/a BESH Halff.

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Item No. 4 - Interlocal Agreement & Spend Plan	Consider an agreement with Lake County for consideration of municipal funding as related to the disbursement of CARES Act funds.
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UNFINISHED BUSINESS

Item No. 5 - Ordinance No. 2020-31 <i>Final</i>	Consider ordinance to establish no wake/idle speed zones.
Item No. 6 - Ordinance No. 2020-32 <i>Final</i>	Consider ordinance to amend Chapter 54 "Streets, Sidewalks and Other Public Places."

NEW BUSINESS

Item No. 7 - Variance Request <i>210 Crystal Lake Drive</i>	Consider two variances to the Land Development Code for a driveway greater than 20 feet in width and placement of an above ground pool forward of the front building line.
Item No. 8 - Moonlight Players	Discussion of Moonlight Players proposal.

ADJOURN

Public Notice

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

Please note that Governor DeSantis' Executive Order 20-69 suspended the requirement of a quorum to be present in person or requires a local government body to meet at a specific public place. The Executive Order also allows local government bodies to utilize communications media technology, such as telephonic and video conferencing for local government body meetings.

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

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

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

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



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, September 22, 2020		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve contract between the City of Clermont and Infinity Corporation of Central Florida, Inc. to furnish and install an audio system at Victory Pointe and Highlander Pavilion.		
Staff Report		
The Procurement Services Department and the Parks and Recreation Department recommend approval of the above action. The Parks and Recreation Department contacted the Procurement Services Department to determine the most effective manner to contract a company to furnish and install an audio system at Victory Pointe and Highlander Pavilion. The Procurement Services Department issued a Request for Bid (RFB) number 20-035 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Procurement Services Policy. There were seven (7) responses to the RFB. The scope of services includes the installation of a fully functional audio system for the Victory Pointe stage and the Highlander Pavilion, such as an outdoor theater sound system, all weather speakers, wireless microphone system and related controls, network connectivity, rigging for all speakers, hardware, full system setup and testing. Award is being recommended to the low responsive and responsible bidder, Infinity Corporation of Central Florida, Inc., in the total amount of \$51,360, who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$51,360 is included in the current year approved budget. Account code: 14574-66401		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 20-035 Response Tabulation RFB 20-035 Response Tabulation.pdf		
2. RFB 20-035 Award Recommendation RFB 20-035 Award Recommendation.pdf		



RESPONSE TABULATION

RFB 20-035, VICTORY POINTE AND HIGHLANDER PAVILION AUDIO SYSTEMS RE-BID
DUE DATE/TIME: SEPTEMBER 10, 2020 AT 2:00 P.M. (EST)

COMPANY NAME	ADDN. 1	TOTAL PRICE
Infinity Corporation of Central Florida, Inc. – Deltona, FL	Y	\$51,360.00
Systemwerx Technologies, Inc. – Clermont, FL	Y	\$80,794.00
Wiring Technologies, Inc. – Clermont, FL	Y	\$81,747.04
Bruce Design House, LLC. d/b/a BDH Technical Systems – St. Augustine, FL	Y	\$85,074.22
Show Masters Production Logistics, Inc. – Orlando, FL	Y	\$99,051.96
System Integrators, LLC. – Miami Beach, FL	Y	\$160,392.46
ProSound, Inc. – Orlando, FL	Y	\$171,535.00



FREDDY L. SUAREZ
Procurement Services Director
352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION

SEPTEMBER 14, 2020

RFB 20-035 – VICTORY POINTE AND HIGHLANDER PAVILION AUDIO SYSTEMS RE-BID

Based on the results of the bid submittals, the Procurement Services Department is recommending award to the low responsive and responsible bidder, Infinity Corporation of Central Florida, Inc. in the total price of \$51,360.



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, September 22, 2020		
Agenda Item Name		
Piggyback Agreement		
Requested Action		
Recommend to approve a piggyback contract number 2020-435 from Sarasota County with Engineered Spray Solutions LLC to provide Sprayroq protective lining for existing sewer manholes and stormwater structures.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from Sarasota County number 2020-435, to obtain Sprayroq protective lining for existing sewer manholes and stormwater structures. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 2009-001 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Sarasota County contract number 2020-435. The Sarasota County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual amount of this contract is \$100,000 and is included in the current approved budget. Account Code: 42535-66305		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2009-001	RFI 2009-001.pdf	
2. Engineered Sprayed Solutions, LLC C2020-435 Polyurethane Coating	Engineered Sprayed Solutions, LLC C2020-435 Polyurethane Coating.pdf	



REQUEST FOR INFORMATION

Intent to Utilize Sarasota County Contract for Protective Lining on Existing Sewer Manholes

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 2009-001	ISSUED DATE: September 4, 2020
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>September 14, 2020 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: Engineered Spray Solutions LLC

(c) Contract Number and Title: 2020-435 / Manhole and Structures Rehabilitation Polyurethane Coating Method Category

(d) Length of Contract: 3 Years w/optional two 1-year renewals.

(e) Product or Service Provided: SprayRoq Protective Lining for Existing Sewer Manholes

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing 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.

Contract No. 2020-435
Date: 6/3/2020

UNIT PRICE CONTRACT

This Contract is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Engineered Sprayed Solutions, LLC**, a Florida limited liability company, hereinafter referred to as "Contractor".

WITNESSETH:

The County and Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. Materials, Services and Labor: Contractor shall furnish all the labor, services and materials for the **Manhole and Structures Rehabilitation Polyurethane Coating Method Category, Bid# 201918KW**. All work and labor shall be done in accordance with the Contract Documents.

II. Assignment of Work:

- A. Contractor shall be engaged to perform a specific project through the issuance of a Work Assignment.
1. Work Assignments may include line items that are not included in the Unit Price Schedule, attached hereto and incorporated herein as Exhibit A, provided the cumulative cost of those non-competed items do not exceed 25% of the total Work Assignment or \$50,000.00, whichever is less. Pricing for non-competed line items will be negotiated between the County and the Contractor.
- B. If Contractor declines five Work Assignments within a twelve-month period, the Contract may be terminated at the sole discretion of the County.
- C. The total cost of an individual Work Assignment inclusive of all negotiated line items and County authorized contingency shall not exceed the threshold as established by §255.20, F.S.

III. Work Assignment Pricing; Term; Non-Appropriations:

- A. The County shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract. In no event shall the County be obligated to pay the Contractor in excess of amounts that are lawfully appropriated for this purpose.
- B. The amount for each Work Assignment shall be calculated based upon the extended line item prices set forth in the Unit Price Schedule plus non-

competed items, if any. Contractor acknowledges and agrees that no minimum amount of work or payment is guaranteed under this Contract.

- C. This Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of three years. Thereafter, the Contract may be renewed for two additional successive one-year periods, subject to written agreement by both parties. Any Work Assignment commenced prior to the expiration of the term or any renewal of this Contract may be completed after the expiration date, provided that the Work Assignment and any extension thereof is authorized in accordance with the County Procurement Manual. In such event, the Contract shall extend and shall be deemed to have the same completion date as the Work Assignment.
- D. The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. Contract Documents: The Contract Documents, together with the Contract comprise the entire agreement between County and Contractor and which are made a part hereof by this reference, consist of the following:

- A. Solicitation and any addenda
- B. General Conditions
- C. Supplemental General and Special Conditions, if any
- D. Technical Specifications
- E. All Work Assignments inclusive of Project Drawings, Specifications and addenda
- F. Work Assignment Purchase Orders
- G. Work Assignment Notice(s) to Proceed
- H. All Contract Modifications

In the event of any conflict among or between Contract Documents, if possible, the conflicting provisions shall be interpreted as a whole in such a way as to carry out the intent of the Contract. If not possible, the order of precedence set forth in General Conditions shall control.

V. Performance and Payment Bond: A Performance and Payment Bond will be required on Work Assignments having a total of \$200,000 or more. A bond may be required on Work Assignments in lesser amounts. If required, the Contractor shall furnish to the County, prior to the commencement of operations under the applicable Work Assignment, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the Work

Assignment price, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The County shall reimburse the Contractor for the actual cost of the Performance and Payment Bond whose cost shall be delineated on the Work Assignment form as a separate line item or included in another line item as noted. The County will only accept a Performance and Payment Bond from a surety with an A.M. Best rating of 'B+' (Very Good) or better. Any such bond shall be provided by the Contractor to the County prior to issuance of a Work Assignment.

VI. Insurance: Contractor shall procure and maintain insurance as specified in Exhibit B, Insurance Requirements, attached hereto and made a part of this Contract.

VII. Contractor's Affidavit: When all Work required by the Work Assignment and contemplated by the Contract as to each Work Assignment, has been completed, inspected, and approved by the County or its duly authorized agent, the Contractor shall furnish to the County the Contractor's affidavit in a form approved by the County. Release(s) of Lien may also be required by the County at its option.

VIII. Payment:

- A. Upon certification and approval by the County or its duly authorized agent, monthly payments will be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract Documents during the invoice period. Prior to Substantial Completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application, less a retainage amount, as specified in the General Conditions, 13.5, Retainage. Final payment shall be made as provided in the General Condition, 13.12, Final Payment.
- B. Monthly payment applications shall be submitted each month on the anniversary date of the Notice to Proceed, or a date agreed to by both parties.
- C. Monthly payment applications for less than \$200.00 are not acceptable and will not be processed, except for the final payment application.

IX. Invoicing:

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's payment application and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with the Contract Documents. All payment applications must be

submitted in a form satisfactory to the Clerk of Court, who initiates disbursements.

- B. The Contractor shall submit invoices for payment to the address indicated on the purchase order. Invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the Contractor for correction and resubmission. Contractor shall not perform any service or provide products until it has been issued a purchase order number.

X. Time for Performance:

- A. Time is of the essence in the performance of all Work under this Contract and Work Assignments. The Contractor specifically agrees that the time for completion of a Work Assignment shall begin on the date specified on the County-issued Notice to Proceed.
- B. Contractor also agrees no work will begin prior to such date, and that all work to be performed under the provisions of the Work Assignment shall be completed to Substantial Completion within the time frame specified in each individual Work Assignment, plus an additional 30 calendar days after receipt of the deficiency list for Final Acceptance, subject only to delays caused by Force Majeure or approved Contract Modifications.

- XI. Liability of the Contractor:** Pursuant to §725.06(2), F.S., the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

This Section of the Contract will survive the completion or termination of the Contract.

- XII. Liquidated Damages:** The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in the Work Assignment documents exceeds the time(s) allowed therefore, shall be the amount(s) per day as stipulated in the Work Assignment, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not

difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein as specified in the Work Assignment(s). The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion for each individual Work Assignment is delayed beyond the required date of Substantial Completion shall be negotiated at the time of the Work Assignment between the Administrative Agent and the Contractor. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance for each individual Work Assignment is delayed beyond the required date of Final Acceptance shall be 25% of the Substantial Completion amount.

XIII. Contractor's Representations for Work Assignments: Contractor makes the following representations regarding each Work Assignment:

- A. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- B. Contractor has investigated and is fully informed of construction and labor conditions, potential obstructions to be encountered, character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans where supplied in the Contract Documents.
- C. Contractor has given County written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract and the written resolution thereof by County is acceptable to the Contractor.

XIV. Contractor's Representations for the Contract:

- A. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Solicitation.
- B. Contractor represents that Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- C. Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

XV. Public Entity Crimes: Pursuant to §287.133(3)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

XVI. Independent Contractor: The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

XVII. Notice Provision: Any notices of default or termination shall be sent by the parties via hand delivery, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below.

Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any Contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed IFCAs (Interim Field Change Agreement) and/or (e) material changes to the Contract, shall be sufficiently given if delivered personally or sent via email, or U.S. mail, postage prepaid, addressed as follows.

Contractor Representative:

Name	<u>Jim Collier</u>
Title	<u>Project Manager/Estimator</u>
Address	<u>1306 Banana Road Lakeland, FL 33810</u>
Phone	<u>(863) 577-4821</u>

County's Administrative Agent:

Name	<u>Lori Crick</u>
Title	<u>Business Professional III</u>
Address	<u>1001 Sarasota Center Blvd Sarasota, FL 34240</u>
Phone	<u>941-275-9192</u>

E-mail jcollier@ess-1.net

E-mail lcrick@scgov.net

XVIII. Termination: Termination of the Contract, for either Cause or for Convenience shall be, as stated in General Conditions, Article 6.0, County's Rights. The County reserves the right to terminate any Work Assignment without terminating the Contract or any other uncompleted Work Assignments.

XIX. Waivers: Failure to insist on strict performance of any covenant, condition, or provision of this Contract by a party, its successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.

XX. Modifications: This Contract may be modified only by instrument in writing and signed by the parties.

XXI. Counterparts: This Contract may be executed in any number of counterparts, any one of which may be taken as an original.

XXII. No Third Party Rights: The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

XXIII. Remedies: The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

XXIV. Access to Records: The Contractor shall maintain books, records, documents, and other materials ("Records") directly pertaining to or connected with the services performed under this Contract. Such Records shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such Records shall be retained for a minimum of ten (10) County fiscal years (October 1-September 30) after completion of the Contract.

XXV. Severability: If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.

XXVI. Dispute Resolution:

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

- B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation.
- D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.
- F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XXVII. Local Hiring Initiative: In accordance with Sarasota County's Local Hiring Initiative Resolution No. 2013-127, Contractor is encouraged to work with CareerSource Suncoast, or any other agency designated by the State of Florida as a workforce development agency, to increase employment opportunities for local residents. Local residents are defined as residents of Sarasota County, but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill-set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractors and subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

The Contractor is hereby required to include the completed Local Hiring Initiative Participation Form as part of the monthly pay requests.

XXVIII. Scrutinized Companies: §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of

\$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

XXIX. Public Records:

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:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

Phone: 941-861-5886

Email: publicrecords@scgov.net

XXX. Entire Contract: This Contract constitutes the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of the Contract. The Contractor recognizes that any representations, statements, or negotiations made by County representatives do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Contract shall inure to the benefit of and be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last below written.

WITNESS:

Signed By: Melissa Kimball
Print Name: Melissa Kimball

Engineered Sprayed Solutions, LLC:

Signed By: [Signature]
Print Name: Lewis G. Collier
Title: Owner / MGR
Date: 5-15-2020

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: [Signature]
Chair
Date: 6/3/2020

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board
of County Commissioners

By: [Signature]
Deputy Clerk

Approved as to form and correctness:

By: [Signature]
County Attorney CRM

EXHIBIT A
UNIT PRICE SCHEDULE

COATING METHOD - POLYURETHANE			
UNIT PRICE CONTRACT FOR MANHOLE & STRUCTURES REHABILITATION, BID #201918KW			
Item No.	Description	Unit	Unit Price(\$)
A - MANHOLE & STRUCTURES COATING - POLYURETHANE			
1	Polyurethane Resin Based Coating 48" Diameter 1/8" Minimum Thickness	VF	\$226.00
2	Polyurethane Resin Based Coating 48" Diameter 1/4" Minimum Thickness	VF	\$251.00
3	Polyurethane Resin Based Coating 48" Diameter 1/2" Minimum Thickness	VF	\$314.00
4	Polyurethane Resin Based Coating 48" Diameter 1" Minimum Thickness	VF	\$502.00
5	Polyurethane Resin Based Coating 60" Diameter 1/8" Minimum Thickness	VF	\$283.00
6	Polyurethane Resin Based Coating 60" Diameter 1/4" Minimum Thickness	VF	\$314.00
7	Polyurethane Resin Based Coating 60" Diameter 1/2" Minimum Thickness	VF	\$392.00
8	Polyurethane Resin Based Coating 60" Diameter 1" Minimum Thickness	VF	\$628.00
9	Structure Polyurethane Resin Based Coating 1/8" Minimum Thickness	SF	\$19.00
10	Structure Polyurethane Resin Based Coating 1/4" Minimum Thickness	SF	\$21.00
11	Structure Polyurethane Resin Based Coating 1/2" Minimum Thickness	SF	\$26.00
12	Structure Polyurethane Resin Based Coating 1" Minimum Thickness	SF	\$40.00
B - MANHOLE & STRUCTURES REPAIR			
13	Removal of Existing Manhole or Wetwell Lining System (Excluding T- Lock or Similar Liner)	SF	\$9.00
14	Removal of Existing Manhole or Wetwell T-Lock or Similar Lining System	SF	\$22.00
15	Patching & Profiling - Cementitious Grout Only	SF	\$12.00
16	Infiltration Control - Cementitious or Chemical Grout	GAL	\$125.00
17	Bonding Compound	GAL	\$55.00
18	Bench and Invert Channel Repair	LF	\$150.00
19	Chimney Repairs	VF	\$150.00
20	Chimney Replacement	VF	\$675.00
21	Manhole Rim & Cover Replacement - Paved Areas	EA	\$1,150.00
22	Manhole Rim & Cover Replacement - Grassed Areas	EA	\$950.00

**EXHIBIT A
UNIT PRICE SCHEDULE**

COATING METHOD - POLYURETHANE			
UNIT PRICE CONTRACT FOR MANHOLE & STRUCTURES REHABILITATION, BID #201918KW			
Item No.	Description	Unit	Unit Price(\$)
23	Seam Extrusion Welding	LF	\$300.00
24	Fusion Welding of Pipe Boot	EA	\$900.00
25	Install Rain Water Protector	EA	\$110.00
C - CLEANING, TELEVISING AND ASSESSMENT			
26	Cleaning Manholes	EA	\$150.00
27	Cleaning Structures	EA	\$1,000.00
28	Televising (USB)/Photographs(USB) Manholes	EA	\$75.00
29	Televising (USB)/Photographs(USB) Structures	EA	\$300.00
30	GPS Mapping of County Requested Manholes	EA	\$150.00
D - ANCILLARY SERVICES			
31	Bypass Pumping - 4" Pump	DAY	\$2,500.00
32	Bypass Pumping - 6" Pump	DAY	\$2,900.00
33	Bypass Pumping - 8" Pump	DAY	\$3,900.00
34	Bypass Pumper Truck	HOUR	\$290.00
35	Bypass Vac-Truck	HOUR	\$290.00
36	Maintenance of Traffic (MOT) - Arterial	EA	\$1,250.00
37	Maintenance of Traffic (MOT) - FDOT	EA	\$1,500.00
38	Emergency Mobilization	EA	\$750.00

EXHIBIT B INSURANCE REQUIREMENTS

For purposes of this Exhibit B, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with at least 5 days prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

EXHIBIT B
INSURANCE REQUIREMENTS

- A. WORKERS' COMPENSATION:** Contractor shall maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

- B. COMMERCIAL GENERAL LIABILITY:** Contractor shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. There shall be no exclusions for explosion, collapse and underground hazards.

Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.

- C. BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$1,000,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

- D. UMBRELLA/EXCESS LIABILITY:** Contractor agrees to maintain Umbrella or Excess Liability with limits not less than \$2,000,000.00 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.

- E. POLLUTION LIABILITY:** Contractor shall maintain Pollution Liability coverage with limits not less than \$1,000,000 per claim/occurrence for bodily injury, property damage and environmental damage from sudden and gradual occurrences resulting from pollution conditions arising out of the work or services performed under this Contract (including any transportation and disposal of hazardous materials or pollutants). Coverage shall include, but not be limited to, third party liability, clean up, corrective action including assessment, remediation and defense costs. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this Contract; b. Contractor shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this Contract is made, or provide

EXHIBIT B
INSURANCE REQUIREMENTS

evidence showing Contractor has obtained a two year extended reporting period endorsement.

- F. BUILDERS RISK:** Contractor shall maintain, at Contractor's expense, and keep in force during the term of this Contract, Builder's Risk insurance on an all risks of direct physical loss basis, including without limitation, earth movement, flood and windstorm, for an amount equal to the full Contract Amount plus all subsequent change orders on a replacement cost basis. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit.
- a. Such insurance shall be maintained until final payment has been made or until no other person or entity, other than the County has an insurable interest in the property required to be covered.
 - b. Policy shall be endorsed such that the insurance shall not be cancelled or lapse because of any partial use or occupancy of the County.
 - c. **Sarasota County Government**, the Contractor and its subcontractors shall be included as Insureds on the policy.
 - d. Waiver of subrogation is to apply against all parties named as Insureds, but only to the extent the loss is covered.
 - e. Contractor is responsible for the payment of all policy deductibles. Maximum deductible amounts shall not be greater than \$25,000 except for perils of earthquake, flood and windstorm, unless otherwise approved by the County.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 22, 2020		
Agenda Item Name		
Contractor Name Change		
Requested Action		
Recommend to approve contractor name change from Booth, Ern, Straughan & Hiott, Inc. (BESH) to Halff Associates, Inc. d/b/a BESH Halff.		
Staff Report		
It is recommended that the Council approve consent of assignment to agreement with Halff Associates, Inc. d/b/a BESH Halff (hereinafter referred to as "HALFF"). The company Booth, Ern, Straughan & Hiott, Inc. (BESH), engineering firm under contract for On-Call Professional Civil Engineer Services and Inspection and Plans Review Services, was acquired by HALFF. The company providing current services is now under the name of Halff Associates, Inc. d/b/a BESH Halff and acquired BESH contractual responsibilities. HALFF is bound to and agrees to the price, terms and conditions set forth in the original agreement.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Request for Consent to Assignment Letter 9-3-20 Request for Consent to Assignment Letter 9-3-20.pdf		



September 3, 2020
VIA EMAIL DGray@clermontfl.org

Darren Gray
City Manager
City of Clermont
685 W Montrose St
Clermont, FL 34711

RE: Request for Consent to Assignment

Dear Mr. Gray:

As discussed previously and pursuant to other correspondence, this letter is provided as official notification that BESH, Inc., has executed an Asset Purchase Agreement with Halff Associates, Inc., (Halff), whereby BESH is no longer performing professional services, but BESH's employees have been hired by Halff and BESH's ongoing professional services will now be performed by us, but under the Halff name dba BESH Halff, Inc.

As one of the steps in this purchase agreement, BESH has agreed to assign all of its right title and interest in and to the Contract(s) (as described below) to Halff, and Halff fully assumes all of BESH's duties and obligations stipulated under the Contract(s).

The Contract(s) that will be assigned are listed in **Exhibit "A"** of this Assignment Letter. By executing this Assignment Letter you confirm and consent to the following: (i) the assignment of the Contract(s) from BESH to Halff (the "**Assignment**"); and (ii) that the Contract(s) remain in full force and effect in accordance with their terms and that the Transaction and the Assignment will not be deemed a breach of or default under the Contract(s).

Sincerely,

BESH Halff, Inc.

By:

Name: **Duane Booth, P.E.**
Title: Operations Manager, VP

The undersigned hereby acknowledges and consents to the matters set forth in this letter as of the ____ day of _____ 2020:

Affirmation of knowledge of and consent to the Assignment described herein by Halff Associates, Inc. dated this the ____th day of _____ 2020.

[CLIENT]

HALFF ASSOCIATES, INC.

By:

Name:

Title:

By:

Name: Todd Jackson, P.E.

Title: Chief Operating Officer

BESH HALFF

902 NORTH SINCLAIR AVENUE
TAVARES, FL 32778

TEL (352) 343-8481

WWW.BESHHALFF.COM

EXHIBIT "A"**Contract / Project Number** **Contract Date**

On-Call Professional Civil Engineer Services (Contract #2014-102) 12/9/14

#031004.0116	Downtown Streetscape Phase 1
#031004.0130	Downtown Streetscape Phase 2 (engineering)
#031004.0136	Fire Hawk Boat House
#031004.0137	CDBG Disston to School Board Area
#031004.0197	Lake Hiawatha Park Pier Replacement
#031004.0208	Clermont No Wake Signs
Proposal	Downtown Streetscape Phase 3

Inspection and Plans Review Services (Contract #2015-77) 9/8/15

#031004.0084 Inspection and Plans Review Services



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, September 22, 2020			
Agenda Item Name			
Interlocal Agreement & Spend Plan			
Requested Action			
Recommend approval of Inter-local Agreement with Lake County for Disbursement of CARES Act Funds.			
Staff Report			
The City must enter into an interlocal agreement with Lake County for consideration of municipal funding as related to the disbursement of CARES Act funds. CARES Act funding is available to municipalities through Lake County. Funding is currently available only on a reimbursement basis, however the County has requested that the State of Florida authorize upfront funding for spend plans approved by the Florida Division of Emergency Management.			
Additional Analysis			
Fiscal Impact Summary			
The County will subgrant to the Municipality \$1,981,350 in Grant Funds for the purposes as shown in the spend plan.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	CARES Act Subrecipient Agreement_Clermont_8-28-20	CARES Act Subrecipient Agreement_Clermont_8-28-20.pdf	

INTERLOCAL AGREEMENT FOR DISBURSEMENT OF CARES ACT FUNDS
(Municipal Funding)

THIS INTERLOCAL AGREEMENT is made and entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the “County,” and the City of Clermont, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as the “Municipality.”

WHEREAS, the State of Florida has been awarded funds pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES), Public Law No. 116-136, div. A, Title V (March 27, 2020), known as the CARES Act; and

WHEREAS, the State has determined that the County’s share of the CARES Act funding is \$64,059,260; and

WHEREAS, the County and the State of Florida, Division of Emergency Management (“State DEM”), entered into a CARES Act Funding Agreement (the “Funding Agreement”) for the initial 25% of the County’s allocation to disburse funds to Lake County for: (i) necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019; (ii) were not accounted for in the budget most recently approved by the entity; and (iii) were incurred between March 2, 2020, through December 30, 2020; and

WHEREAS, after the initial allocation to the County has been expended, the County will be entitled to draw down the remaining balance in the amount of \$48,044,445 (“Grant Funds”), under what will most likely be similar terms and conditions as set forth under the Funding Agreement; and

WHEREAS, the parties want to enter this interlocal agreement for the purposes of assisting the Municipality with implementing certain safety improvements or to reimburse certain necessary expenditures incurred due to the public health emergency as identified herein.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. The above recitals are incorporated into this interlocal agreement.

ARTICLE I. SCOPE OF SERVICE AND USE OF FUNDS

2. **Scope.** The County will subgrant to the Municipality **\$1,981,350.00** in Grant Funds for the purposes shown in spend plan, more fully described below. The Grant Funds to be awarded to Municipality have been determined as follows:

• Base Award:	\$75,000.00
• <u>Per Capita Award:</u>	<u>\$1,906,350.00</u>
Total:	\$1,981,350.00

The Municipality will comply with the requirements of the Funding Agreement attached hereto and incorporated herein as **Exhibit A**. The parties authorize their respective County/City Manager to execute an amendment when the County executes a revised document with the State DEM for the remaining CARES Act funding. No later than September 18, 2020, the Municipality will provide the County with a spend plan that that County will submit to the State DEM, and is required to be approved by the State DEM, for the purposes outlined herein, and those funds shall be spent not later than **December 1, 2020**. Once the Spend Plan is approved by the State DEM, the Spend Plan will become a material part of this interlocal agreement and will be incorporated herein by reference as **Exhibit B**. The Municipality will provide all documentation necessary for the County to fulfill the requirements for receipt of funds in accordance with the terms of the Funding Agreement. In the event the State DEM disallows the Project expenditures, the Municipality will be the entity responsible for providing additional documentation to the satisfaction of the State DEM, or for appealing the ruling, if necessary. In the event the Municipality is not successful and the State DEM disallows and/or requires the re-payment of all or some of the Grant Funds provided hereunder, the Municipality will be the entity responsible for re-paying such funds to the State DEM and/or reimbursing the County.

3. **Term.** This interlocal agreement shall be effective upon the date of the last party to sign and will remain in effect through March 31, 2021; provided, however, that the obligation to either provide sufficient documentation to justify the Project expenditures, or the repayment of any disallowed expenditures shall survive the termination. This interlocal agreement may be extended upon written mutual agreement of the parties.
4. **Payment.** The County will pay the Municipality the funds set forth in Section 1 above upon the (1) State DEM's approval of the spend plan, and (2) receipt of Grant Funds from the State DEM. If any portion of the Municipality's spend plan is rejected by the State DEM, the funds associated with that item will be withheld unless there is sufficient time in which to resubmit a revised spend plan and receive approval from the State DEM of the revision.

In the event the State DEM does not allow the County to draw down the remaining balance of its allocation and determines that the remaining balance can only be paid on a reimbursement basis, the Municipality may elect to expend its own funds up front and seek reimbursement through the process established by the State DEM. The County shall not provide any advanced funding under this interlocal agreement.

5. **Record Keeping.** The Municipality shall maintain such records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this interlocal agreement, including those required under the terms of the Funding Agreement, financial records, project administration records, records supporting exceptions to the conflict of interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this agreement. Records must be submitted to the County.

ARTICLE II. CANCELLATION, DEFAULT, AND TERMINATION

6. Except as otherwise provided herein, this interlocal agreement may be cancelled by either party if the other party fails to comply with the terms and conditions of this agreement and such failure has not been cured within the applicable cure periods. The terminating party will be required to provide thirty (30) days advance written notice to the other at the address specified herein.
7. A default shall consist of any use of Grant Funds for a purpose other than as authorized by this interlocal agreement, noncompliance with any provision herein, any material breach of the agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner.
8. Upon the occurrence of any such default the County shall serve due notice to the Municipality, at which time the Municipality shall have a reasonable opportunity to respond and cure. For purposes of this interlocal agreement, a reasonable opportunity to respond and cure any default shall be ten (10) days (in the case of monetary defaults) or thirty (30) days (in the case of non-monetary defaults) from the date the County delivers by personal service or mails written notice of such default to the Municipality, hereinafter referred to as the "Cure Period." If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):
 - A. Upon a written request from Municipality setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or
 - B. Terminate this interlocal agreement by written notice thereof; or
 - C. Take such other action, including, but not limited to: temporarily withholding cash payments pending correction of the deficiency by the Municipality, disallow all or part of the cost of the activity or action not in compliance, wholly or partly suspend or terminate the current award for the Project, withhold further awards for the Project or take other remedies that may be legally available.
9. Costs resulting from obligations incurred by the Municipality during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other Municipality costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:
 - A. The costs result from obligations which were properly incurred by the Municipality before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and
 - B. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

10. No delay or omission by County or state in exercising any right or remedy available to it under the interlocal agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any School Board default.
11. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE III.

MISCELLANEOUS TERMS

12. **Fiscal Non-Funding Clause.** If this interlocal agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable as a result of federal or state action, the County shall notify the Municipality of such occurrence and the County may terminate this agreement without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Municipality.
13. **Assignment.** Municipality shall not assign this interlocal agreement or any part hereof without the prior written consent of the County.
14. **Compliance with Applicable Laws.** The Municipality certifies that it will comply with all applicable laws, orders, and codes of the state, local, and federal governments as they pertain to this interlocal agreement, including but not limited to Section 601(d) of the Social Security Act.
15. **Equal Opportunity Clause.** The Municipality agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances and Executive Orders prohibiting and relating to discrimination.
16. **Conflict of Interest.**
 - A. The Municipality guarantees that no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this interlocal agreement or to any benefit to arise from the same.
 - B. The Municipality agrees that no member of the governing body of the locality in which the Municipality is situated, no other public official of such locality or localities, and no person, unless expressly permitted by the State or by the County, who is an employee, agent, consultant, officer, or elected or appointed official of the Municipality, and who exercises or has exercised any functions or responsibilities with respect to the Project or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from Coronavirus Relief Funds, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

- C. The Municipality represents that it presently has no interest, and shall not acquire such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of scope of service required hereunder.
 - D. Without receiving prior written authorization by the County, the Municipality shall not (i) retain any individual or company with whom the Municipality or any individual member thereof has a financial or other conflict of interest; nor (ii) in fulfillment of this interlocal agreement, do business with a for-profit entity in which the Municipality or any individual member has a financial or other interest therein.
 - E. The Municipality warrants to the County that no gifts or gratuities have been or will be given to any County employee or agent, directly or indirectly, to obtain this interlocal agreement.
17. **Project Publicity.** The Municipality shall recognize the Lake County Board of County Commissioners for its contribution in promotional material and at any events or workshops for which funds from this interlocal agreement are allocated. Any news release or other type of publicity pertaining to the scope of work performed pursuant to this interlocal agreement must recognize the County as a sponsor, funded by the State and by Lake County. In written materials, the reference of the Board of County Commissioners must appear in the same size letters and font type as the name of any other funding sources. The Municipality shall receive prior written approval from the Director of the Office of Communications to use the County's Logo or Seal. The Municipality shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Municipality, the Municipality's product(s) and service(s) unless authorized to do so, in writing, by the County Manager or his/her designee. In addition, the Municipality shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Municipality's performance, product(s) and service(s) in any document, article, publication or press release designed to market, promote or highlight the Municipality or the Municipality's product(s) and service(s). This does not prevent the Municipality from including the County on its client lists or listing or using the County as a reference.
18. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

19. Maintenance of Records.

- A. Municipality shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, construction reports, subcontracts, proof of required insurance, and any other records related to or resulting from the activities performed under this interlocal agreement to assure a proper accounting and monitoring of all under the terms of the Funding Agreement. In the event the County determines that such records are not being adequately maintained by Municipality, the County may cancel this interlocal agreement in accordance with the terms herein.
- B. With respect to all matters covered by this interlocal agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County, state, representatives of the Comptroller General of the United States or other federal agency may require. The Municipality will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this agreement. The County shall provide notice of its intent to inspect records to the Municipality at least three (3) business days in advance.
- C. The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. Municipality shall retain all records and supporting documentation applicable to this interlocal agreement for five years after the period expires for inspection. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.
- D. This Section shall survive the expiration or earlier termination of this interlocal agreement.

20. Audit Requirements.

- A. Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Municipality shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than \$750,000 or more in federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.
- B. Audit Results. In the event the audit or the audited financial statements show that the funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this interlocal agreement, Municipality shall be held liable for reimbursement to the State DEM or the County of all funds not expended in accordance with the applicable regulations and agreement provisions within thirty (30) days after the County has notified

Municipality of such non-compliance. Said reimbursement shall not preclude the County from taking any other action as provided herein.

21. Drug Free Workplace. The Municipality shall assure the County that it will administer, in good faith, a policy designed to ensure that the Municipality is free from the illegal use, possession, or distribution of drugs or alcohol.

22. Negation of Agent or Employee Status. The Municipality shall perform this interlocal agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the Municipality or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary or subagent of the Municipality to be a representative, agent, subagent, or employee of the County.

A. The Municipality certifies its understanding that the County is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to this insurance or taxes of the Municipality and assistant(s) of the Municipality.

B. In no event shall any provision of this interlocal agreement make the County or any political subdivision of the State of Florida liable to any person or entity that contracts with or provides goods or services to the Municipality in connection with the services the Municipality has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against the Municipality. There is no contractual relationship, either express or implied, between the County or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to the Municipality as a result of the provisions of the services provided by the Municipality hereunder or otherwise.

23. Indemnification. The Municipality, to the extent permitted by Florida law and without waiving its right to sovereign immunity shall indemnify, hold harmless, and defend the County and the Lake County Board of County Commissioners, and the respective agents and employees of the County and the Lake County Board of County Commissioners, hereinafter collectively referred to as the "Indemnified Parties," from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Municipality, its agents, subcontractors, assigns, heirs, and employees during performance under this interlocal agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this interlocal agreement. In any and all claims against any of the Indemnified Parties by any employee of the Municipality, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any

way as to the amount or type of damages, compensation or benefits payable by or for the Municipality or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive the expiration or earlier termination of this interlocal agreement. In connection with any indemnifiable claim hereunder arising out of a claim by a third-party against the County, Municipality shall be entitled to adequate notice and opportunity to defend any indemnifiable claim hereunder in good faith and with diligence.

- 24. Recapture of Funds.** Subject to the conditions set forth in this interlocal agreement, it is the intent of the parties that the County shall recapture any Grant Funds provided under this interlocal agreement if the Project is considered in default under any of the provisions in this interlocal agreement, following the expiration of the reasonable opportunity to respond and cure any default.
- 25. Reversion of Assets.** Within thirty (30) days following the expiration or termination of this interlocal agreement, the Municipality shall transfer to the County any Grant Funds on hand at the time of expiration or termination of this agreement if the Grant Funds have not been expended on eligible costs and any interest income attributable to the use of the such funds.
- 26. Severability.** Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this interlocal agreement shall remain enforceable against such party subsequent to such termination. In the event any section, sentence, clause or provision of this interlocal agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the interlocal agreement shall not be affected by such determination and shall remain in full force and effect.
- 27. Successors and Assigns.** This interlocal agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 28. Governing Law.** Each party covenants and agrees that any and all legal actions arising out of or connected with this interlocal agreement shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This interlocal agreement is entered into within, and with reference to the laws of, the State of Florida, and shall be governed, construed and applied in accordance with those laws (excluding conflicts of law) of the State of Florida.
- 29. Authorization.** Each party represents to the other that such party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this interlocal agreement have been properly completed, and that the persons who have executed this agreement are duly authorized and empowered to do so.

- 30. Notices.** All notices which may be given pursuant to this interlocal agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

Lake County
County Manager
P.O. Box 7800
Tavares, FL 32778

Municipality
City Manager
685 West Montrose Street
Clermont, FL 34711

cc: County Attorney
P.O. Box 7800
Tavares, FL 32778

- 31. Capitalizations.** Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation. All descriptive headings of paragraphs in this agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
- 32. Estoppel/Waiver.** A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.
- 33. Merger and Modifications.** This interlocal agreement together with the attachments embody the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This interlocal agreement may only be amended or extended by a written instrument executed by the County and the Municipality expressly for that purpose.
- 34. Monitoring.** The County will monitor the performance of the Municipality throughout the term of this interlocal agreement to ensure timely completion.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this agreement on the date under each signature.

ATTEST:

MUNICIPALITY

Tracy Ackroyd Howe, MMC

By: _____
Gail L. Ash, Mayor

Date: _____

Approved as to form and legality:

City Attorney

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

Leslie Campione, Chairman

This _____ day of _____, 2020.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh
County Attorney

EXHIBIT A: FUNDING AGREEMENT

Agreement Number: Y2267

CARES ACT FUNDING AGREEMENT

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" or "Recipient"), and Lake County, (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

- A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
- B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.
- D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with \$8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
- E. The United States Department of the Treasury disbursed \$2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
- F. A remaining balance of \$1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. 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 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 or reimbursement. 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 Subrecipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Subrecipient 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 Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Subrecipient and the Division will 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.

INTERLOCAL AGREEMENT FOR DISBURSEMENT OF CARES ACT FUNDS FOR MUNICIPAL FUNDING
CITY OF CLERMONT

(2) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.
- b. The Division's Program Manager for this Agreement is:

Wesley Sapp
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
Email: Wesley.Sapp@em.myflorida.com

- c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Allison McLeary
Division of Emergency Management
2555 Shumard Oak Blvd
Telephone: 850-815-4455
Email: Allison.McLeary@em.myflorida.com

- d. 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.

(3) TERMS AND CONDITIONS

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

(4) EXECUTION

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

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on **March 1, 2020** and shall end on **December 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) FUNDING

- a. 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, and the Florida Constitution.
- b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.

- c. Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance. Payments are not required to be used as the source of funding of last resort.
- d. The Division's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- e. For the purposes of this Agreement, 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.
- f. 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.
- g. Counties should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act. However, counties are responsible for the repayment of funds to the Division for expenditures that the Division or the Federal government determines are ineligible under the CARES Act.
- h. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that¹—
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.
- i. Examples of Eligible Expenses include, but are not limited to:
 - i. Medical expenses
 - ii. Public health expenses
 - iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 - iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
 - v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
 - vi. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

(8) INVOICING

- a. In order to obtain reimbursement for expenditures in excess of the initial 25% disbursement, the Subrecipient must file with the Division Grant Manager its request for reimbursement and any other information required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

¹ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

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).

- b. Reimbursements will only be made for expenditures that the Division provisionally determines are eligible under the CARES Act. However, the Division's provisional determination that an expenditure is eligible does not relieve the county of its duty to repay the Division for any expenditures that are later determined by the Division or the Federal government to be ineligible.

(9) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, 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 Subrecipient 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 Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. 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) all 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.
- d. 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.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- b. When conducting an audit of the Subrecipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, "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."
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will 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 Subrecipient of such non-compliance.
- d. The Subrecipient must 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 must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.
- e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:

i.

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii.

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11) REPORTS

- a. The Subrecipient must provide the Division with quarterly reports and a close-out report. These reports must include the current status and progress of 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 15 days after the end of each quarter of the program year and must 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. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- c. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Subrecipient must provide additional program updates or information that may be required by the Division.

(12) MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Subrecipient 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 Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient 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 Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

Any Subrecipient which is a state agency or subdivision, as defined in section 768.28, 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 party to which sovereign immunity applies. Nothing herein will 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 this Agreement.

(14) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds will, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. 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.
- b. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient 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;

- c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.
- d. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
- e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient'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 Subrecipient 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 (2) CONTACT 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 Subrecipient 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 Subrecipient 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 Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question,
 - iv. require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible, or
 - v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the Division under this Agreement.
- 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 Subrecipient, 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 Subrecipient.

(16) 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 Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Division of Emergency Management 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 Subrecipient with thirty (30) calendar days 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 this Agreement.
- d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the Division because of any breach of this Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(17)ATTACHEMENTS

- 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 will control, but only to the extent of the conflict or inconsistency.

(18)PAYMENTS

- a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for Lake County is in the amount of **\$16,014,815.00.**

(19)REPAYMENTS

- a. All refunds, return of improper payments, 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, Subrecipient 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.

(20)MANDATED CONDITIONS AND OTHER LAWS

- 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 Subrecipient 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 is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will 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 is null and void to the extent of the conflict, and is severable, but does 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 will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Subrecipient 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.
- f. 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 thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- g. 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 Chapter 216, Florida Statutes, or the Florida Constitution.
- h. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- i. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- j. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.
- k. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. 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 Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
- l. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

- m. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- n. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.
- o. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Division.
- p. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

(21) LOBBYING PROHIBITION

- a. 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."
- b. 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.
- c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- d. 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."
- e. 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.
 - i. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 - ii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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.
 - iii. 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 Subrecipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
 - iv. The Subrecipient must 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 Subrecipient s shall certify and disclose.
 - v. 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.

(22) LEGAL AUTHORIZATION

The Subrecipient 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 Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23) ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment C.

(24) EQUAL OPPORTUNITY EMPLOYMENT

- a.. In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient 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 CFR 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:

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:

- i. 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.

(25) COPELAND ANTI-KICKBACK ACT

- a. The Subrecipient 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.

(26) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient, 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 CFR 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.

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

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

(28) SUSPENSION AND DEBARMENT

- a. If the Subrecipient, 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.

(29) BYRD ANTI-LOBBYING AMENDMENT

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

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

- a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must 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 Subrecipient must take; the requirements do not preclude the Subrecipient 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 Subrecipient 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").

INTERLOCAL AGREEMENT FOR DISBURSEMENT OF CARES ACT FUNDS FOR MUNICIPAL FUNDING
CITY OF CLERMONT

SUB-RECIPIENT:

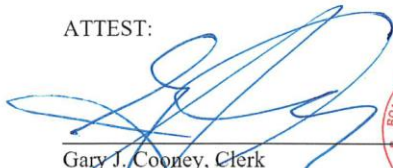
By: See Lake County signature block below
Name and title: _____
Date: _____
FID# _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and Title

Date: _____

ATTEST:



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



BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA



Leslie Campione, Chairman
This 19th day of June, 2020.

Approved as to form and legality:



Melanie Marsh, County Attorney

EXHIBIT 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST
OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project –

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title:

Catalog of State Financial Assistance Number:

Attachment A

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

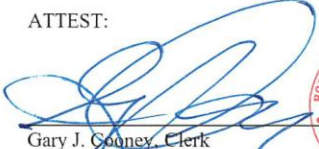
I, , am the Authorized Agent of Lake County County ("County") and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Florida ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: See Lake County signature block below
Name and title: _____
Date: _____

ATTEST:


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



BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA


Leslie Campione, Chairman
This 19th day of June, 2020.

Approved as to form and legality:


Melanie Marsh
County Attorney

INTERLOCAL AGREEMENT FOR DISBURSEMENT OF CARES ACT FUNDS FOR MUNICIPAL FUNDING
CITY OF CLERMONT

Attachment A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, Lake County, certifies, to the best of his or her knowledge 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 any 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 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). 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, Lake County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: See Lake County signature block below
Name and title: _____
Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and title _____

Date: _____

ATTEST:

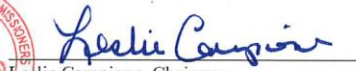

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Approved as to form and legality:


Melanie Marsh
County Attorney

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA




Leslie Campione, Chairman
This 19th day of June, 2020.

Attachment B

PROGRAM STATUTES AND REGULATIONS

42 USC 601(d) CARES Act	Creation of the Coronavirus Relief Fund (CRF)
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

EXHIBIT B: SPEND PLAN

(To be attached after State FDEM approval received)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 22, 2020		
Agenda Item Name		
Ordinance No. 2020-31 <i>Final</i>		
Requested Action		
Recommend adoption of ordinance.		
Staff Report		
Consider ordinance in response to Lake County Water Authority's request to establish Idle Speed / No Wake Zones. This is to protect the health, safety and general welfare of all residents as well as the shorelines and environment of the lakes.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2020-31 - CL Ord. for Idle Speed No Wake Zones (FINAL)	2020-31 - CL Ord. for Idle Speed No Wake Zones (FINAL).pdf	
2. ORDINANCE 2020-31 09-03-20	ORDINANCE 2020-31 09-03-20.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2020-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA; AMENDING CHAPTER 70 “WATERWAYS” OF THE CODE OF ORDINANCES, CREATING ARTICLE I “SPEED LIMITS”, SECTION 70-1 “AUTHORITY”, SECTION 70-2 “DEFINITIONS”, SECTION 70-3 “IDLE SPEED NO WAKE ZONES, SECTION 70-4 “ADOPTION OF SPEED LIMITS” AND SECTION 70-5 “ENFORCEMENT AND PENALTY”; PROVIDING FOR THE ERECTION OF SIGNS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, boating safety concerns were brought to the attention of the City of Clermont around the boat ramps and within the City of Clermont waterways; and

WHEREAS, in 2008, the Florida Legislature transferred the authority for permitting speed zones to the Florida Fish and Wildlife Conservation Commission making the permitting of waterway speed zones more stringent and requiring all new speed zones to be adopted by ordinance as per Florida Statutes 327.46(1)(b); and

WHEREAS, Florida Statutes 327.46(1)(b)1(a) authorizes the City of Clermont to establish Idle Speed/No Wake boating safety zones by ordinance without additional agency approval within 500 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways not more than 300 feet in width; and

WHEREAS, Florida Statutes 327.46(1)(c) grants the City of Clermont the authority to implement Idle Speed/No Wake boating safety zones within 300 feet of a confluence of water bodies presenting, [insert specific geo-coordinates of identified zones] or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway on the City of Clermont waterways after the Florida Fish and Wildlife Conservation Commission has reviewed the ordinance and determined by substantial competent evidence that the ordinance is necessary to protect public safety; and

WHEREAS, the Clermont City Council recognizes that speed zones are necessary for the health, safety and welfare of the boating public; and

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

SECTION 1: RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.



CITY OF CLERMONT
ORDINANCE NO. 2020-31

SECTION 2:

Chapter 70 “Waterways”, Article I “Speed Limits, Section 70-1 “Authority”; Section 70-2 “Definitions”; Section 70-3 “Idle Speed/No Wake Zones”; Section 70-4 “Adoption of Speed Limits” and Section 70-5 “Enforcement and Penalty” is hereby created to read as follows (note strikethrough indicates removed words and underlined indicates added):

Article I “Speed Limits”

Section 70-1 “Authority”

The Clermont City Council is authorized by Florida Law and the Charter of the City of Clermont and empowered to regulate vessel speed at which motorboats and vessels of all kinds may be operated on within the restricted zones.

Section 70-2 “Definitions”

As used in this Article, unless the context clearly requires a different meaning:

- a) Vessel is synonymous with boat and means a motor or artificially propelled vehicle and every other description of watercraft, whether motor propelled or not, including barges and airboats, other than a seaplane on the water, used or capable of being used as a means of transportation on water.
- b) Motorboat means any boat or vessel propelled or powered by machinery.
- c) Operator or Operation means to navigate or otherwise use such a boat or vessel.
- d) Waters of the city means all waters lying within the boundaries of the City of such a proportion to allow thereupon the operation of a vessel or a motor boat.
- e) Idle speed – No Wake means that a vessel must proceed at a speed no greater than that which will maintain steerage and headway; provided, however, that at no time is any vessel or any other vessel or object that it has under tow. The zone shall be no wider than 75 feet.

Section 70-3 “Idle Speed/No Wake Zones”

(a) The following areas on Lake Minneola less than seventy-five (75) feet wide from shoreline to shoreline and located within the incorporated waters of the City with non-restricted public access are declared Idle Speed No Wake Zones unless posted otherwise:

(1) Area adjacent to, near and around the City’s rowing boathouse, more particularly described and delineated by buoy markers/signs at the following GPS coordinates: N 1537419.1197/E 407736.8475; N 1537295.3342/E 407954.0506; N 1537171.5488/ E408171.2536; N 1537047.7634/E 408388.4567; and N 1536923.9779/E 408605.6597;



CITY OF CLERMONT
ORDINANCE NO. 2020-31

(2) Area adjacent to, near and around the City’s public boat ramp more particularly described and delineated by buoy markers/signs at the following GPS coordinates: N 1538445.3842/E 412369.8187; N 1538640.8807/E 412525.6427; N 1538836.3772/E 412681.4667; N 1539031.8737/E 412837.2907 and N 1539227.3702/E 412993.1146;

and

(3) Area adjacent to, near and around the Lake Hiawatha kayak launch area, more particularly described and delineated by buoy markers/signs at the following GPS coordinates: N 1542132.5531/E 406161.9523; N 1541932.3164/E 406311.6362; N 1541732.0797/E 406461.3201; N 1541531.8430/E 406611.0040; and N 1541331.6063/E 406760.6878.

(b) This section shall not apply in case of emergency nor to any law enforcement or emergency services patrol or rescue boat.

Section 70-4 “Adoption of Speed Limits”

Speed limits, and subsequent amendments, shall be adopted by ordinance of the City Council and shall not exceed or diminish speed limits set by the Lake County Board of County Commissioners.

- a) After adoption of such speed limit, low speed or no-wake signs shall be posted at all public boat-entrance ramps and public launching points along the portion of the waterway specified in the resolution. Additional signs may be posted as deemed necessary by the City Council and upon the approval of the required county, state and federal regulatory agencies.
- b) No person shall operate a boat at a rate of speed in excess of the low speed sign posted.

Section 70-5 “Enforcement and Penalties”

Enforcement and penalties shall be as provided by applicable law.

SECTION 3: SIGNS

The City of Clermont is hereby authorized and requested to work with The Lake County Water Authority to obtain the necessary permit(s) and to place such signage as it deems necessary in order to notify the public of any Idle Speed/No Wake or other restrictive zones, and is authorized to coordinate the production of such signage.



CITY OF CLERMONT
ORDINANCE NO. 2020-31

SECTION 4: CONFLICT

All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

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: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 7: ADMINISTRATIVE CORRECTION

Regardless of whether such inclusion in the Code as described in Section 6 is accomplished, section of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8: PUBLICATION & 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.

First Reading this 8th day of September, 2020.

Second Reading this 22nd day of September, 2020.



CITY OF CLERMONT
ORDINANCE NO. 2020-31

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 22nd day of September, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

LEGAL IN FORM AND

VALID AS ADOPTED

Daniel F. Mantzaris, City Attorney

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10098533
Phone: (352) 241-7331
Date: 09/03/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	09/08/2020	09/08/2020	\$142.77

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2020-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA; AMENDING CHAPTER 70 "WATERWAYS" OF THE CODE OF ORDINANCES, CREATING ARTICLE I "SPEED LIMITS", SECTION 70-1 "AUTHORITY", SECTION 70-2 "DEFINITIONS", SECTION 70-3 "IDLE SPEED NO WAKE ZONES, SECTION 70-4 "ADOPTION OF SPEED LIMITS" AND SECTION 70-5 "ENFORCEMENT AND PENALTY"; PROVIDING FOR THE ERECTION OF SIGNS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

A public meeting to consider the ordinance will be held before the Clermont City Council on Tuesday, September 8, 2020 at 6:30 P.M. for introduction.

A public meeting to consider the ordinance will be held before the Clermont City Council on Tuesday, September 22, 2020 at 6:30 P.M. for final enactment.

All meetings will be held at Clermont City Hall, first floor Council Chambers, located at 685 West Montrose Clermont, FL 34711.

This ordinance is available for public inspection in the office of the City Clerk, 2nd Floor, located at 685 W.

Montrose Street Clermont, FL 34711, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Ad No: 10098533
September 08, 2020

Payment Info	
Ad Price	\$142.77
Tax	\$0.00
Sub Total	\$142.77
Prepaid Amount	\$0.00
Balance Due	\$142.77



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 22, 2020		
Agenda Item Name		
Ordinance No. 2020-32 <i>Final</i>		
Requested Action		
Recommend approval of Ordinance 2020-32.		
Staff Report		
The proposed amendment to Chapter 54 "Streets, Sidewalks and Other Public Places" addresses the defining and prohibition of motorized scooters and micromobility devices on City streets, sidewalks and trails.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2020-32 - Code Amendment - Micromobility Devices V2 F&R BL - Copy	2020-32 - Code Amendment - Micromobility Devices V2 F&R BL - Copy.pdf
2.	Legal Ad - Ordinance No 2020-32 - Micromobility Devices Code Amendment	Legal Ad - Ordinance No 2020-32 - Micromobility Devices Code Amendment.docx



CITY OF CLERMONT
ORDINANCE NO. 2020-32

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 54 “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES”, ARTICLE V, “PARKS AND RECREATION AREAS”, AMENDING SECTION 54-122 “DEFINITIONS”; CREATING NEW SECTION 54-129 “BICYCLES, MICROMOBILITY DEVICES AND MOTORIZED SCOOTERS” OF THE CITY CODE, PROVIDING FOR DEFINITIONS, PROHIBITION OF OBSTRUCTION OF STREETS, SIDEWALKS AND TRAILS, PROHIBITION OF MOTORIZED SCOOTERS AND MICROMOBILITY DEVICES IN CITY PARKS AND ON CITY TRAILS, AND STAGING OF BICYCLES, MICROMOBILITY DEVICES AND MOTORIZED SCOOTERS; RENUMBERING “ENFORCEMENT; PENALTIES” TO SECTION 54-130 OF THE CLERMONT CITY CODE; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, CODIFICATION, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont recognizes that the State of Florida has expanded the rights of motorized scooter and micromobility device operators within the state and expanded the areas where micromobility device and motorized scooter operators may operate these devices under Section 316.2128, Florida Statutes; and

WHEREAS, Section 316.2128, Florida Statutes provides operators of motorized scooters and micromobility devices with the same rights and duties of the operator of a bicycle; and

WHEREAS, the City finds the proliferation of motorized scooters and micromobility devices in city parks and on city trails has dramatically increased the risk of injuries related to micromobility device and motorized scooter operators colliding with pedestrians and bicyclists in City parks or on City trails; and

WHEREAS, the narrow paths and high pedestrian and bicycle traffic in City Parks, including, but not limited to, the City’s system of trails create unique hazards to pedestrians and bicycle operators and operators of micromobility devices, motorized scooters, and bicycles not present in most cities; and

WHEREAS, motorized scooters and micromobility devices present a greater risk to riders and pedestrians than devices propelled by human power such as bicycles; and

WHEREAS, a study conducted by the Journal of American Medicine found that 94.3% of observed micromobility device riders were not wearing helmets and that only 4.4% of micromobility device riders admitted to the hospital were wearing a helmet at the time of the accident; and



CITY OF CLERMONT
ORDINANCE NO. 2020-32

WHEREAS, micromobility devices, motorized scooters, and bicycles parked improperly create dangerous conditions for pedestrians, particularly the disabled residents of the City; and

WHEREAS, Section 316.2128, Florida Statutes expressly reserves local authority and jurisdiction to regulate micromobility devices and motorized scooters to the extent authorized by Section 316.008, Florida Statutes; and

WHEREAS, the City recognizes that Section 316.008(1)(a), Florida Statutes authorizes municipalities to regulate or prohibit “stopping, standing, or parking,” and

WHEREAS, the City recognizes that Section 316.008(7)(a), Florida Statutes authorizes municipalities to “permit, control, or regulate” vehicles operating in City parks or on City owned trail systems, including micromobility devices, bicycles, and motorized scooters; and

WHEREAS, notwithstanding that Section 316.1995, Florida Statutes, with limited exceptions, prohibits operation of vehicles on sidewalks, including micromobility devices and motorized scooters except to the extent a micromobility device or motorized scooter is propelled by human power, and this Ordinance reiterates such prohibitions; and

WHEREAS, the City finds a regulatory measure is necessary to mitigate the risks and dangers posed by motorized scooters and micromobility devices in specified areas within the City.

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

SECTION 1: RECITALS

The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings and legislative intent of the City Council of the City of Clermont.

SECTION 2

Chapter 54, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, Article V, Parks and Recreation Areas, Section 54-112 Definitions is amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 54-112. Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:



CITY OF CLERMONT
ORDINANCE NO. 2020-32

City park means land owned or maintained by the City of Clermont and which is designated as a public park or public recreation area by the city's comprehensive plan (recreation and open space element), by a resolution adopted by the city council, or by dedication that has been accepted by the city council. Included in the definition of the term "city park" are the city's special use facilities (for example, arts and recreation center) and all natural resources, wildlife, facilities, improvements, waters and materials in, on or under the lands so designated. Properties in any system of trails owned by the city are intended to be designated as a city park.

Bicycle means every vehicle propelled solely by human power, and every motorized bicycle propelled by a combination of human power and an electric helper motor designed to or capable of propelling the vehicle at a speed of not more than 20 miles per hour on level ground upon which any person may ride, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels.

Motorized scooter means any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not designed to or capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground as defined by Fla.Stat. § 316.003(45). An Electric Personal Assistive Mobility Device as defined in Fla. Stat. §316.003 (22), shall not be considered a motorized scooter hereunder.

Micromobility device means any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips and which is not designed or capable of traveling at a speed greater than 20 miles per hour on level ground as defined by Fla. Stat. § 316.003(38).

Stage or Staging means the unauthorized parking and or placing of bicycles, micromobility devices and motorized scooters on public property for the purpose of advertising or displaying such micromobility devices to the general public for use or rental.

SECTION 3

Chapter 54, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, Article V, Parks and Recreation Areas, is amended to create Section 54-129 to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 54-129. Bicycles, Micromobility Devices and Motorized Scooters.

(a) No bicycle, micromobility device or motorized scooter shall be parked, staged, abandoned or otherwise left upon any street, right-of-way or sidewalk in such a manner as to obstruct traffic, either of vehicles or pedestrians, or to obstruct any stopping or parking space.



CITY OF CLERMONT
ORDINANCE NO. 2020-32

(b) It shall be unlawful to operate any motorized scooter or micromobility devices in or upon the city parks, including but not limited, to any trail or path of the City designed and dedicated for non-motor vehicle, bicycle or pedestrian traffic.

(c) It shall be unlawful to stage micromobility devices and motorized scooters within the limits of the City.

SECTION 4

Chapter 54, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, Article V, Parks and Recreation Areas, is amended to renumber Section 54-129 Enforcement; penalties” to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 54-~~129~~ 130. Enforcement; penalties.

City law enforcement and code enforcement officers, the parks and recreation director or authorized designee, and the city manager or authorized designee shall be responsible for enforcing the provisions of this article, and shall have the authority to order any person or persons acting in violation of this article to leave the city park. It is unlawful for a person to remain in the city parks when the person is asked to leave the city park by a city official pursuant to this section.

SECTION 5: CONFLICT

All Ordinances or parts of Ordinances, all City Code Sections or parts of City Code Sections, and all Resolutions or parts of Resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6: SEVERABILITY

Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 7: ADMINISTRATIVE CORRECTION

Regardless of whether such inclusion in the Code as described in Section 8 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8: CODIFICATION



CITY OF CLERMONT
ORDINANCE NO. 2020-32

The text of Sections 2, 3 and 4 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 9: 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. 2020-32

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 22nd day of September, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

LEGAL IN FORM AND

VALID AS ADOPTED

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2020-32

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

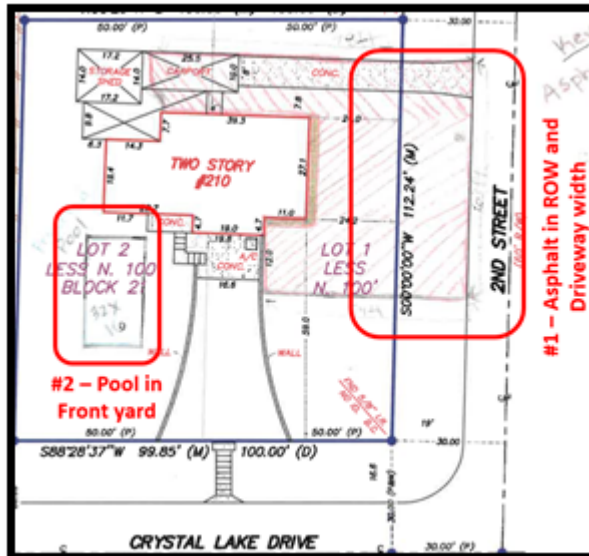
Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
September 8, 2020

AGENDA ITEM

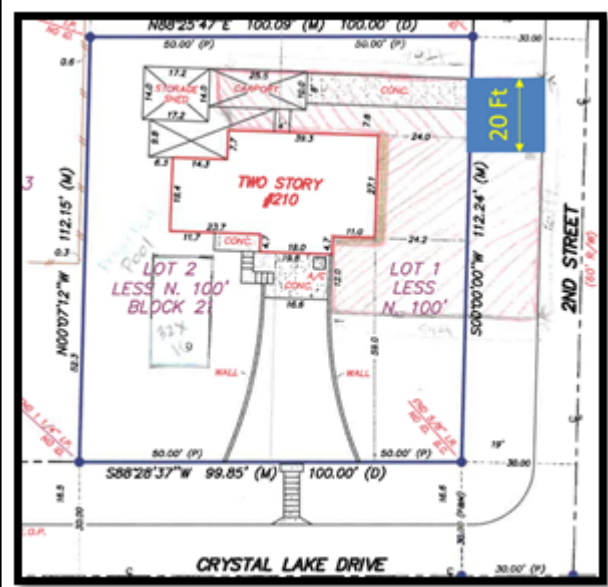
Meeting Date	
Tuesday, September 22, 2020	
Agenda Item Name	
Variance Request 210 Crystal Lake Drive	
Requested Action	
Recommend denial of the variance requests.	
Staff Report	

The applicant, Charity Bishop, is requesting two variances to the Land Development Code for property located at 210 Crystal Lake Drive. The applicant is requesting variances to Section 122-342 Special Setbacks and Section 98-9 Access. The property is zoned R-2 Medium Density Residential with a single-family home constructed in 1945. The property is on the northwest corner of Crystal Lake Drive and Second Street. The applicant desires to place a 16 feet by 32 feet aboveground swimming pool forward of the front building line (front yard) and to keep an asphalt driveway greater than 20 feet along Second Street that was recently installed.



Section 122-342 requires aboveground swimming pools and their decks to be located behind the front building line and must meet the setbacks for all other structures based upon the property's zoning. The applicant has indicated that there is no useable space behind the existing home due to an existing carport and shed. As for the sides of the home, there is limited space due to the existing paved parking area on the east side of the property and the interior side yard setback of 7.5 feet from the west property line would not allow placement of the desired pool. If the pool could be placed on the west side of the home, it push forward of the front building line due to the length of the proposed pool. The applicant concluded that the most useable portion of the lot is in the front yard between the home and Crystal Lake Drive and is requesting placement of the pool in this area. The applicant has indicated the necessity of the pool for health purposes.

The second variance request is to allow a driveway width greater than 20 feet. Section 98-9 of the Land Development Code limits the maximum width of a residential driveway accessing to an off-street parking area to 20 feet. The applicant recently constructed a large asphalt area for the parking of several vehicles between the house and Second Street. The asphalt was placed from the house across the property, through the City's right-of-way up to the curbing of Second Street. The submitted survey indicates the house is placed approximately 24 feet from the eastern property line with another 19 feet of the City's right-of-way to the Second Street curb. The length along the street that has been paved is approximately 60 feet. The code only allows a 20 foot width through the right-of-way.



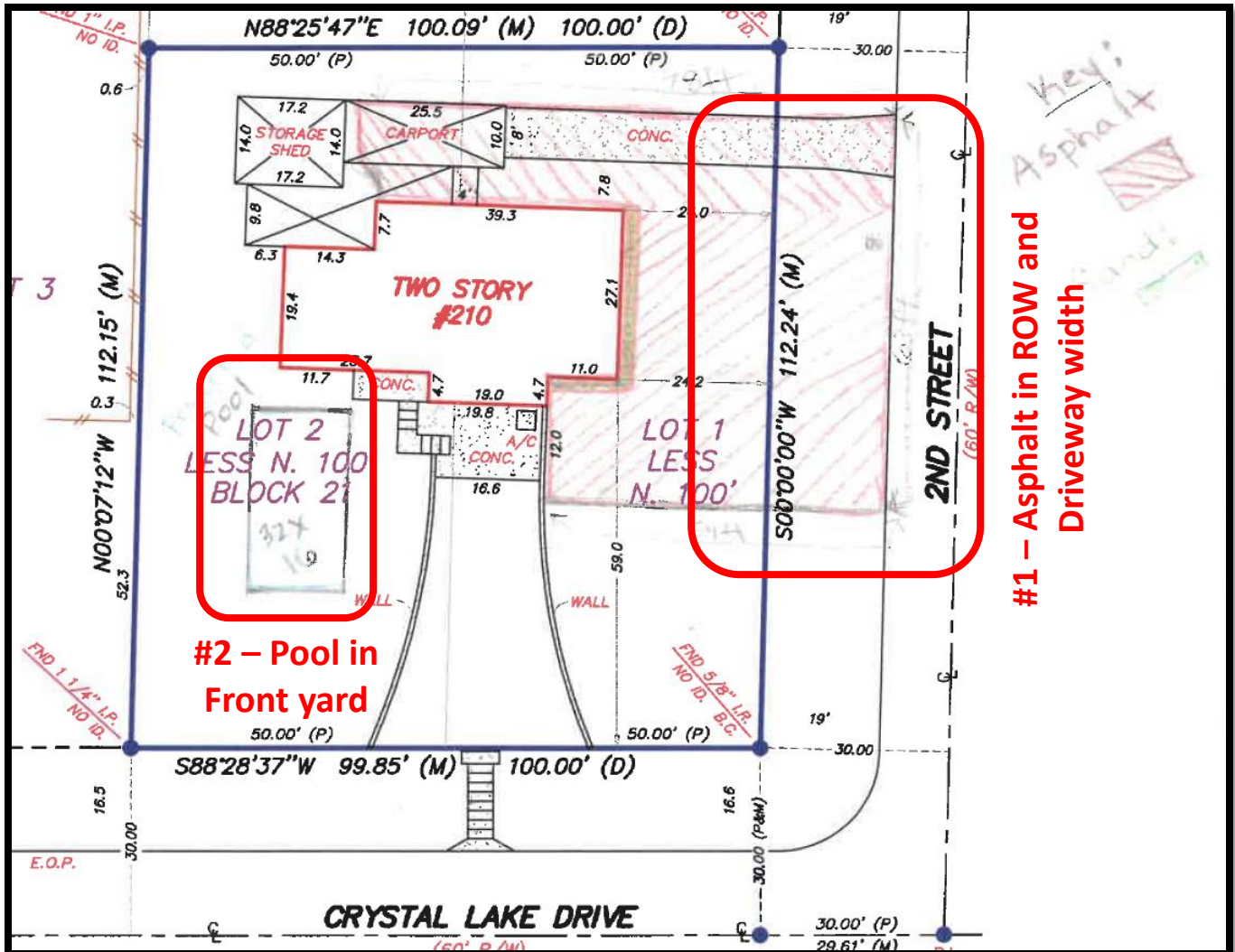
The asphalt paving was performed in May of 2020 and has since resulted in a code enforcement case due to the driveway being greater than 20 feet. The applicant has been made aware of the City's code requirement and has applied for a variance to keep the asphalt paving. The applicant desires to keep the asphalt due to the number of vehicles parking on the site and to stabilize the slopes.

Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on four of the five criteria. Therefore, staff recommends denial of the variance request.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	210 Crystal Lake Variance Maps	210 Crystal Lake Variance Maps.pdf
2.	Boundary Survey	Boundary Survey.pdf
3.	Site Plan	Site Plan.pdf
4.	Application	Application.pdf
5.	New 86-174 Review Criteria- 210 Crystal Lake Drive	New 86-174 Review Criteria- 210 Crystal Lake Drive

	VAR	VAR.pdf
6.	AD Valorem Tax	AD Valorem Tax.pdf
7.	Legal Ad Proof	Legal Ad Proof.pdf

210 Crystal Lake Drive- Variance



210 Crystal Lake Drive- Variance

#1 – Asphalt in ROW and Driveway width



210 Crystal Lake Drive- Variance

#2 – Pool in Front yard



LEGAL DESCRIPTION: LOTS 1 AND 2, LESS THE NORTH 100 FEET THEREOF, BLOCK 21, IN THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 17-23, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



210 CRYSTAL LAKE DRIVE
CLERMONT, FL.

HOMELAND TITLE SERVICES, INC.



Long Surveying, Inc.

"Specializing in Residential Surveying"

LB No. 7371

1061 S. Sun Dr. Ste. #1113

Lake Mary, FL 32746

Office 407-330-9717 or 407-330-9716

Fax 407-330-9775

www.longsurveying.com

DRAWN BY:

MP

CHECKED BY:

BRETT

CERTIFIED TO:

CHARITY BISHOP
HOMELAND TITLE SERVICES, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
MOVEMENT MORTGAGE, LLC.

COMMUNITY NO:

120133

PANEL:

0570

SUFFIX:

E

F.I.R.M. DATE:

12/18/12

FLOOD ZONE:

X

SURVEY NO.

92892

FIELD DATE:

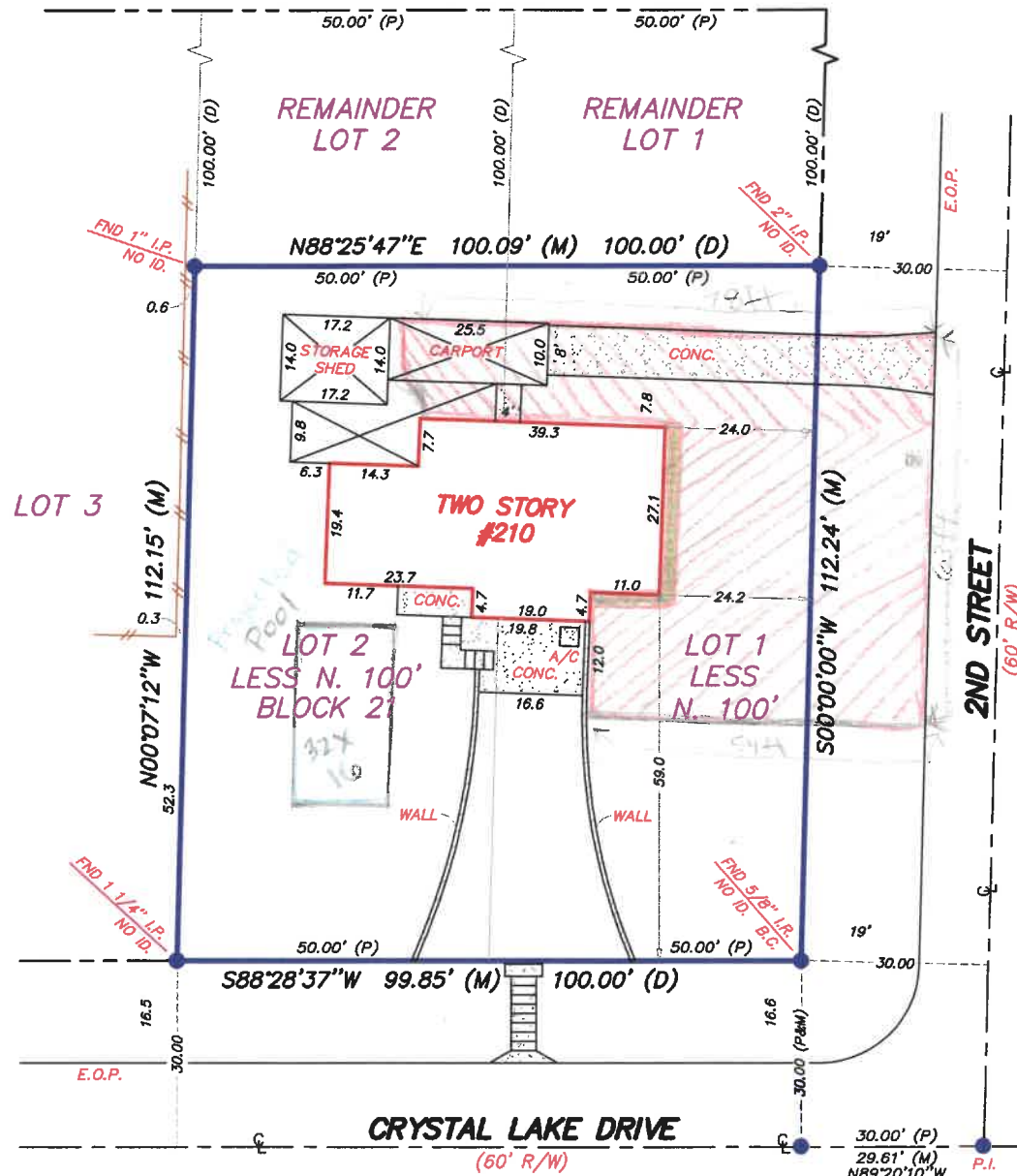
08/23/18



SCALE: 1"=30'

Boundary Survey

WEST OSCEOLA STREET



A/C	-	AL
A.E	-	AL
B.C	-	BL
BLK	-	BL
C.B	-	CC
C.B.S	-	CC
C.M	-	CC
CONC	-	CC
D	-	DE
D.E	-	DR
E.O.P.	-	ED
F.C.C	-	FC
F.F.E	-	FI
FND	-	FC
ID	-	ID
I.P	-	IR
I.R	-	IR
I.R.C	-	IR
L	-	AF
L.B	-	LA
L.S	-	LA
LE	-	LA
M	-	ME
M.E	-	MJ
N&D	-	NA
P	-	PL
P.E	-	PE
P.C	-	PC
P.C.C	-	PC
P.C.P	-	PE
P.I	-	PC
P.O.B	-	PC
P.O.C	-	PC
P.O.L	-	PC
P.R.C	-	PC
P.R.M	-	PE
P.D.A.E	-	PR
P.T	-	PC
R	-	RA
R/W	-	RH
S/W	-	SIL
U.E	-	U1
W.F.S	-	WK

BEARINGS
THE R,

- NOTES:
- 1) This survey the Client
 - 2) This Surveyor easements, may affect
 - 3) Do not recd
 - 4) No footing
 - 5) No Improver shown
 - 6) Not valid w/ electronic s/ licensed Sur

Certification:
direction and
set forth by
Mappers in t
pursu

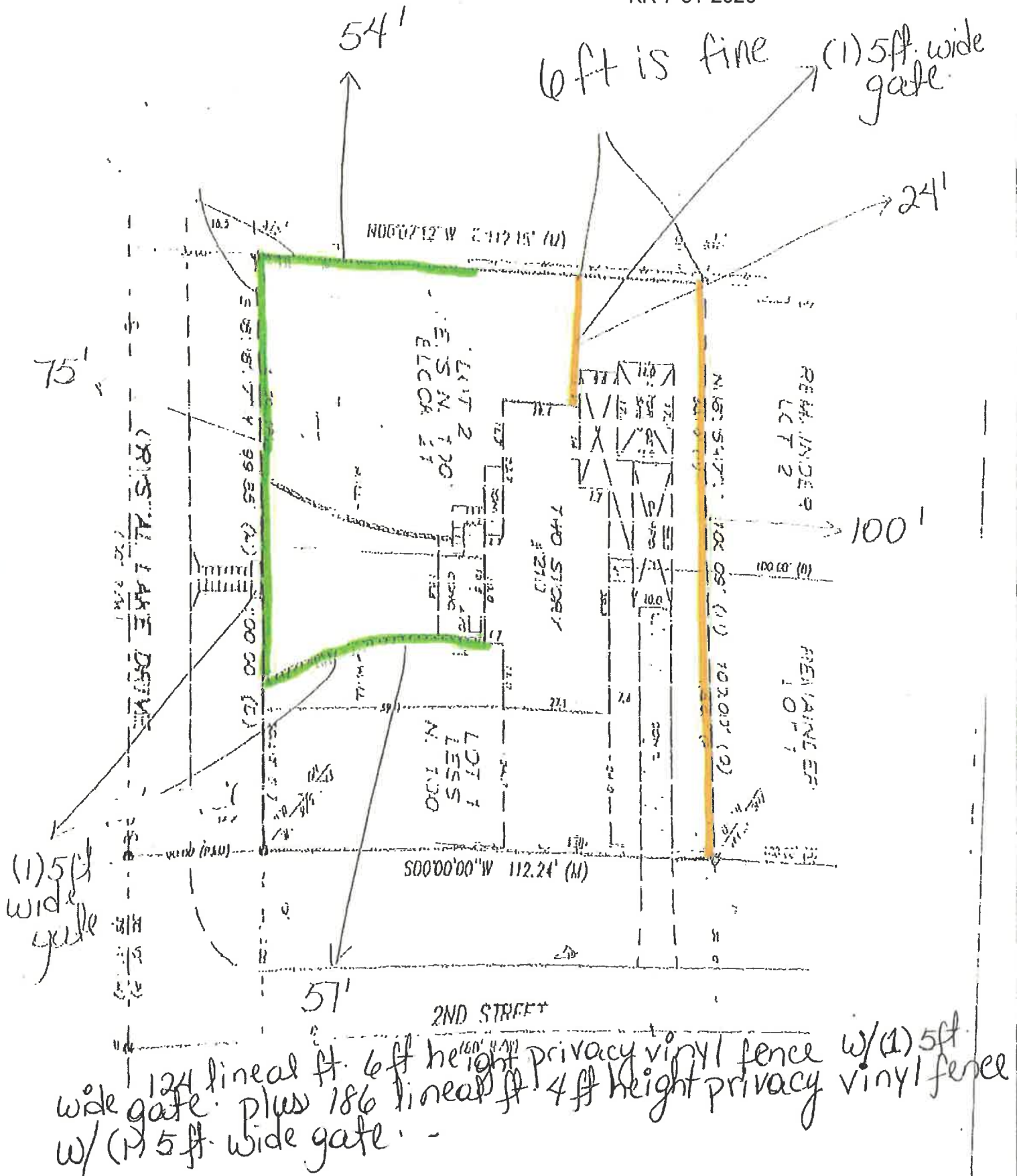
LEON

4 ft. ht. privacy vinyl. -
6 ft ht. privacy vinyl. -

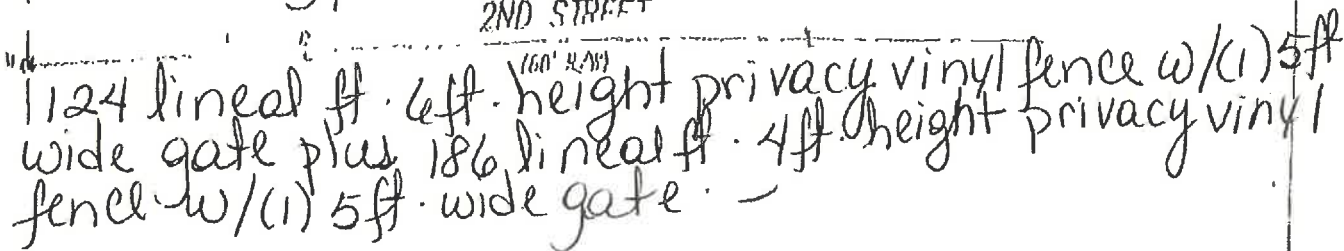
4 & 6' fence

APPROVED

KR 7-31-2020



4-





CITY OF CLERMONT
VARIANCE
Application

DATE: 01/26/2020

FEE: \$300

PROJECT NAME (if applicable): Asphalt Paving and Above Ground Pool

APPLICANT: Charity Bishop

CONTACT PERSON: Charity Bishop

Address: 210 Crystal Lake Dr

City: Clermont State: FL Zip: 34711

Phone: 352 552 1234 Fax: _____

E-Mail: Charitybishop@gmail.com

OWNER: Same as Contact Person

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 210 Crystal Lake Dr Clermont FL

General Location: Downtown Clermont: On the corner of
2nd St and Crystal Lake Dr - In front of Crystal
Lake on corner.

Legal Description (include copy of survey): Lots 1 and 2, Less the North
100 ft thereof, Block 21, In the City of Clermont,
According to the plat thereof, as recorded in Plat Book 8,
Pages 19-23, of the public records of Lake County, Florida.
(17-23)

Land Use (City verification required): _____



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

See typed document

CITY OF CLERMONT

VARIANCE

Application

Page 3

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

“

”

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

“

”

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

“

”



surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

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

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

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

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

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

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

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;



CITY OF CLERMONT

VARIANCE

Filing Instructions

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

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

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

Notification of Public Hearing

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

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

Conditions of Approval and Denial

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

Variance Page 2

1A. Sec 98-9 and B. Sec 122-342

1B. Extended footage of Asphalt on city property directly connected to my property. B. Above ground pool to be put in front of property lines due to lack of backyard and side yard.

1C. The asphalt has already been completed by a company that apparently did not pull a permit. I trusted that they would be aware of and remain in compliance with the city's regulations regarding the construction that they do regularly. I was mistaken in that trust. The hardship will be to have to remove and pay for partial parts of the asphalt to be removed if not approved to keep on the city side of my property. Will cause a negative aesthetic view of property to have to remove asphalt as not to coincide with the remaining asphalt areas. B. The hardship for the pool is that we will not be able to have a pool if we can't do so in the front line area of the property, the pool is needed for health purposes.

1D. Variance Requested – subject and code section A. Driveways – Sec 98-9 Access B. Swimming Pool Above Ground – Sec 122- 342

1. Neither request will interfere negatively A. Asphalt placement will allow proper water runoff and has created a beautiful aesthetic property view and also allowing for more parking areas as not to have to park on the street or on grass. B. An enclosed fence will be built around pool prior to pool built which will allow no view of the pool from the street view.

Variance Page 2

2. A. Homes of this age were built at a time when families only had one car. Today, with husbands and wives both driving personal cars plus extra company provided vehicles, it is necessary to have additional parking spaces. Many of the nearby homes have added driveways and parking areas. The asphalt is in character with the other properties around as they have concrete driveways and areas in front of their homes. Because of changing elevations and loose sand in Clermont, the pavement all the way to the curb was chosen as a way to stabilize the edge of the parking area and protect it from rapid erosion. This will allow more use of our yard for parking instead of the street or in the sand. B. Other nearby properties have pools that you can see from the side angles when driving. Both requests are in character and allow a more reasonable use of property.
3. A. Only benefits would arise from allowing the paved asphalt to remain; this includes an increase of property and city value overall. B. A pool that will be placed with a nice design should not prevent any land development regulation and by granting this variance I will be able to have an exercise that is not strenuous for my current and future pregnancies. Due to Covid I am not walking outdoors or any other exercise and am limited to work and home. With a pool the benefits could not be priced since it would revolve around my health.
4. Promotes the precision of a more safe and sanitary housing to meet the needs of the present and future population of the city. City policy 1.1.9 (reference – study on problems).
5. A. Minimum variance would include if removal of a certain small area of the asphalt has to be removed as required near any city utility area; I am willing to sign a waiver to keep the asphalt and if it needs to be removed for any utility reason, we will be responsible. B. For minimal consideration for the front yard pool if we agree to have any pool accessory built around the pool to create a more aesthetically pleasing appearance although the fence built will obstruct any view of pool from outside neighbors.

Overhead Projection



Before Pictures



Before Asphalt



Before Landscaping Picture





Before Asphalt



Back Porch Flooding



Back Porch Flooding



A. RAFFERTY **OWNER: ANDY RAFFERTY**
PAVING **COMMERCIAL & RESIDENTIAL**
 3RD GENERATION FAMILY BUSINESS

- ASPHALT PAVING
- ASPHALT SEALCOATING
- PATCHING & REPAIRING
- BELGIUM BLOCK REPAIRING
- PARKING LOT STRIPING
- STATE WIDE SERVICE

407-680-7167
 16745 Cagan Crossings BLVD.
 #202 Clermont FL 34714

MasterCard Discover f

Clermont FL 34714
 United States

8008348859
 4076807167
 araffertypaving@gmail.com
 araffertypaving.net

Odie
 210 Crystal Lake Dr
 Clermont FL
 United States

Estimate No.: **003**
 Issue date: **May 22, 2020**
 Valid until: **Aug 20, 2020**

Tax Reg. No.: **34711**

DESCRIPTION	QTY.	UNIT PRICE (\$)	AMOUNT (\$)
Residential driveway paving Enter description here	1 3600	7,600	7,600.00
To remove grass and sand prep for paving install 3 to 4 inches of crushed concrete base rock then pave with 2 inches of hot mix asphalt all labor and materials included Add a note			
TOTAL (USD):			\$7,600.00

Issued by, signature:

Alanis Disotuar

Andy Rafferty
Alanis Disotuar

Charity Buz

CONTRACT PROPOSAL AND RECEIPT

Asphalt Paving
Asphalt Millings
Seal Coaling
Line Striping

A. RAFFERTY
PAVING
CONSTRUCTION

FREE ESTIMATES
CLERMONT, FL
COMMERCIAL & RESIDENTIAL

CRUSHED SCREENED ASPHALT MILLINGS
STATEWIDE SERVICE ASPHALT SEAL COATING



TOLL FREE PHONE
1-800-834-8859
407-680-7167

16745 CAGAN
CROSSING BLVD,
CLERMONT, FL 34714

ARAFFERTYPAVING@GMAIL.COM

Grading & Leveling
Bobcat & Backhoe
Patching & Repairing
Chip & Tar

Date 5-28-20

Customer's Name Olafanis Disatuar, 3 Charity Bishop

Address 210 Crystal Lake

City Clermont State FL Zip 34711

Phone # _____

- ☐ Cut Out Grass
- ☐ Bring in Fill Dirt & Level
- ☒ Grade & Level Existing Base
- ☒ Prepare For Paving
- ☒ Compact With Vibratory Roller
- ☒ Bring In Crush Base Level & Grade 4-6 in
- ☐ Spray Tack Coat
- ☐ Spray Grass Killer
- ☐ Tear Out Where Needed
- ☐ Haul Away Debris

- ☐ Install Recycled Asphalt Millings
- ☒ Pave With Hot Mix Asphalt 2" of 9.5. Mix
- ☒ Resurface Over Concrete Or Asphalt INC.
- ☒ Air Clean & Prepare For Paving
- ☐ Asphalt Seal Coating
- ☐ Patching & Repairing
- ☒ Hand Trim around Concrete Ect.
- ☐ Striping, Handicap, Arrows, Ect.
- ☐ Install Hot Tar & Chip
- ☐ Cleanup & Backfill

Grade driveway & prep for paving.
Install Crush Base Back level & Roll Compact
Pave driveway & Parking Area. All Labor & Materials

TOTAL SQ. FT. _____ Price \$ _____
TOTAL SQ. FT. APRX 3000 SF Price \$ 7,600.00
TOTAL SQ. FT. _____ Price \$ PAID \$4,600 CASH PAID TOTAL \$6,600.
TOTAL \$ _____

Agreed on 5/28/20 ON ANY PERMIT OR FEES. (if permit)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

\$6,600.00 Paid Balance of \$1,000.00 dollars (\$ 7,600.00).

Payment to be made as follows:
One year warranty on All Labor & Materials And, Rafferty

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra change over and above the bid/proposal. All agreements contingent upon strikes, accidents, vegetation growth, floods, sink holes, cracks, gas/oil spills, raveling, neglect vegetation, drainage and water spots, not responsible.

Respectfully submitted Andy Rafferty

Per _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

This proposal will constitute a contract if signed by both parties.

Signed by [Signature] Owner
Signed by [Signature] Purchaser

A. RAFFERTY
407-680-7167

Signed by _____
Spouse or Joint Purchaser

Post Asphalt



Asphalt Progress





www.fencedirectfl.com

ORLANDO

9867 S. Orange Blossom Trail
Orlando, FL 32837
Office: 407.857.5770
info@fencedirectfl.com

TAMPA

6311 E. Hillsborough Ave.
Tampa, FL 33610
Office: 813.444.4309
tampa@fencedirectfl.com

No. _____

ESTIMATE / CONTRACT

Estimate Date: 5/16/20
Estimate Valid For 30 Days
Prepared By: Drsdley
Tel. #: 352-216-9150

Insured / Bonded

CUSTOMER INFORMATION:

Name: Charity Bishop/Oldenis Disoturo
Address: 217 Crystal Lake Dr
Clermont 34711
Subdivision: _____

Contact #: 817-812-3844
Alternate #: 786-294-4964
Email: Oldenisdisoturo@gmail.com
Gate Code: _____

FENCE #1:

PVC (Vinyl) ☒ Aluminum ☐ Steel ☐ Chain Link ☐ Wood ☐
☐ Res. ☐ Comm. ☐ Res. ☐ Comm. ☐ Res. ☐ Comm. ☐

Style/Model: Privacy TAG
Total Linear Feet: 310 Height: 6 Width: 6
Color: White Post Caps: Standard

GATES:

4 ft. Walk: _____ 5 ft. Walk: 2
8 ft. Double: _____ 10 ft. Double: _____
Other: _____ Size: _____ Qty: _____
Notes: _____

FENCE #2:

PVC (Vinyl) ☐ Aluminum ☐ Steel ☐ Chain Link ☐ Wood ☐
☐ Res. ☐ Comm. ☐ Res. ☐ Comm. ☐ Res. ☐ Comm. ☐

Style/Model: _____
Total Linear Feet: _____ Height: _____ Width: _____
Color: _____ Post Caps: _____

GATES:

4 ft. Walk: _____ 5 ft. Walk: _____
8 ft. Double: _____ 10 ft. Double: _____
Other: _____ Size: _____ Qty: _____
Notes: _____

SPECIFICATIONS:

☐ Top Level Fence ☒ Follow Contour of Ground

Pool on Property ☒ YES ☐ NO

Removal & Disposal of Existing Fence _____ Ft. ☐ NO ☒

Clearing of Fence Line Needed ☒ YES ☐ NO

Clearing to be Done by ☒ CLIENT ☐ FD ☐ N/A

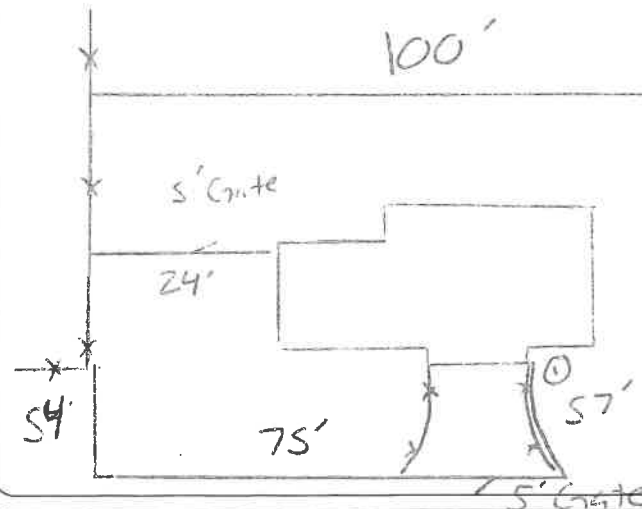
(Fee Applies If Fence Direct, Refer to Pg. 2)

HOA Approval Req. ☐ YES ☒ NO
Permit Required ☒ YES ☐ NO
FD

Who's Applying

Who's Applying

FENCE DIAGRAM:



Estimate Amount:

\$6,400

FINANCING: ☐ YES ☒ NO

Amount: _____
Terms: _____
Acct. #: _____
Auth. #: _____

SPECIAL NOTES:

Concrete all Post
Aluminum Gate Stiffener
① 2 Post installed in asphalt

AGREEMENT TO FENCE DIRECT INSTALLATION

This proposal only becomes a contract when accepted by officer of Fence Direct. Fence Direct hereby sells to the Purchaser the fence product or structure described, subject to all terms and conditions, on this contract and on the terms of service page. Contract price is for the agreed footage. Final footage may vary. Said variation will be billed at a prorated basis. Inclement weather, manpower, and equipment constraints, etc. can delay the completion of this contract. Purchaser agrees that under no circumstances will Fence Direct allow a reduction in the contract price, nor will reimbursement be made to compensate Purchaser for said expenses or inconveniences. Responsibilities of Fence Direct are limited to that which is described in this contract. Verbal representations by Fence Direct employees will not be honored.

CONTRACT AMOUNT: \$ 6400

DEPOSIT AMOUNT: \$ 3150

BALANCE DUE UPON INSTALLATION: \$ 4,250

APPROVED & ACCEPTED BY:

[Signature]
CUSTOMER SIGNATURE

6/24/20
CONTRACT DATE:



Arrow means planned fence
currently going through Permit
process by a hired company.

6F = 6 feet height
3F = 3 feet height

Above Ground Pool



32' X 16' X 52inches



210 Crystal Lake Drive Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: Neither request will interfere negatively. Asphalt placement will allow proper water runoff and has created a beautiful aesthetic property view and also allowing for more parking areas as not to have park on the street or on grass. An enclosed fence will be built around pool prior to pool being built which will allow no view of the pool from the street view.

Staff comments: The City’s standard of a 20-foot driveway is based upon engineering and planning standards. The 20-foot driveway allows ample room for two-way traffic from the street onto the property. The additional width may cause engineering challenges and maintenance issues with utilities, such as but not limited to stormwater, water, sewer, and other underground utilities. The aboveground pool being constructed forward of the front building line may set a precedent that may negatively impact the standard of living of the citizens of the city.

Negative Finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: Homes of this age were built at a time when families only had one car. Today, with husbands and wives both driving personal cars plus extra company provided vehicles, it is necessary to have additional parking spaces. Many of the nearby homes have added driveways and parking areas. The asphalt is in character with the other properties around as they have concrete driveways and areas in front of their homes. Because of changing elevations and loose sand in Clermont, the pavement all the way to the curb was chosen as a way to stabilize the edge of the parking area and protect it from rapid erosion. This will allow more use of our yard for parking instead of the street or in the sand. Other nearby properties have pools that you can see from the side angles when driving. Both requests are in character and allow a more reasonable use of property.

Staff comments: The increased driveway width of approximately sixty feet (60’) and the placement of an aboveground pool forward of the front building line is out of character with other properties in the same zoning category. Staff does not have any evidence of other properties in the same zoning category that have increased driveway widths and pools forward of the front building line.

Negative Finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: Only benefits would arise from allowing the paved asphalt to remain; this includes an increase of property and city value overall. A pool that will be placed with a nice design should not prevent any land development regulation and by granting this variance, I will be able to have an exercise that is not strenuous for my current and future pregnancies. Due to Covid, I am not walking outdoors or any other exercise and am limited to work and home. With a pool, the benefits could not be priced since it would revolve around my health.

Staff comments: The asphalt exceeding the 20-foot driveway width will cause maintenance and accessibility issues for the City and other utility providers. The placement of the aboveground swimming pool forward of the front building line is in conflict of the code.

Negative Finding

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

Applicant response: Promotes the precision of a more safe and sanitary housing to meet the needs of the present and future population of the City.

Staff comments: The requested variances are not in conflict with the Clermont Comprehensive Plan.

Positive Finding

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

Applicant response: Minimum variance would include if removal of a certain small area of the asphalt has to be removed as required near any city utility area; I am willing to sign a waiver to keep the asphalt and if it needs to be removed for any utility reason, we will be responsible. For minimal consideration for the front yard pool if we agree to have any pool accessory built around the pool to create a more aesthetically pleasing appearance although the fence built will obstruct any view of pool from outside neighbors.

Staff comments: The requested variance to allow the asphalt driveway greater than 20 feet in the City's right-of-way is not a reasonable use of the land from the City's perspective. If the variance were granted, the negative consequences to the City and other utility providers would outweigh the benefit received by the property owner. As for the aboveground pool, the property owner could possibly install a smaller pool on the west side of the house that may not require a variance.

Negative Finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on **four** of the Review Criteria and Findings. Therefore, staff recommends **denial** of the variance request to the Land Development Code.

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2019 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2422250100-021-00100	CL-0041417	1611610	000C

BISHOP CHARITY
210 CRYSTAL LAKE DR
CLERMONT, FL 34711

210 CRYSTAL LAKE DR
CLERMONT LOTS 1 & 2--LESS N 100
FT--BLK 21 PB 8 PG 17ORB 5161 PG 171



PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED	
LAKE COUNTY GENERAL	164,771	0	164,771	5.0734	835.95	
AMBULANCE MSTU	164,771	0	164,771	0.4629	76.27	
ENVIRON LAND PURCHASE	164,771	0	164,771	0.1100	18.12	
PUBLIC SCHOOLS						
BY STATE LAW	164,771	0	164,771	3.8850	640.14	
BY LOCAL BOARD	164,771	0	164,771	2.9980	493.98	
CITY OF CLERMONT	164,771	0	164,771	4.2061	693.04	
ST JOHNS WATER MGMT	164,771	0	164,771	0.2414	39.78	
LAKE CO WATER AUTH	164,771	0	164,771	0.3557	58.61	
S LAKE CNTY HOSP	164,771	0	164,771	0.5886	96.98	
TOTAL:				17.9211	\$2,952.87	

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS:		\$0.00

COMBINED TAXES AND ASSESSMENTS: \$2,952.87

If Paid By	Nov 30, 2019				
Please Pay	\$0.00				
Paid 11/26/2019 Receipt # 2019-00211944 \$2,834.76					

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2019 Paid Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

If Paid By	Nov 30, 2019				
Please Pay	\$0.00				

210 CRYSTAL LAKE DR

BISHOP CHARITY
210 CRYSTAL LAKE DR
CLERMONT, FL 34711

CLERMONT LOTS 1 & 2--LESS N 100 FT--BLK
21 PB 8 PG 17ORB 5161 PG 171

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2422250100-021-00100	CL-0041417	1611610	000C

Paid 11/26/2019 Receipt # 2019-00211944 \$2,834.76



Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Paola Vasquez
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10098550
Phone: (352) 241-7331
Date: 09/04/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	09/15/2020	09/15/2020	\$112.85

LEGAL NOTICE

City Clerk

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variances: (1) to allow for a residential driveway access width greater than 20 feet other than as required by Section 98-9; and (2) to allow for an aboveground swimming pool forward of the front building line other than as required by the Land Development Code, Section 122-342 at the following location:

Ad No: 10098550
September 15, 2020

LOCATION

210 Crystal Lake Drive
(Alternate Key 161.1610)

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

The Clermont City Council will consider this request at a public hearing to be held on Tuesday, September 22, 2020 at 6:30 P.M. at the Clermont City Hall, first floor Council Chambers located at 685 West Montrose Street.

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

Payment Info	
Ad Price	\$112.85
Tax	\$0.00
Sub Total	\$112.85
Prepaid Amount	\$0.00
Balance Due	\$112.85



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, September 22, 2020			
Agenda Item Name			
Moonlight Players			
Requested Action			
Discussion			
Staff Report			
The Moonlight Players would like to present a land lease proposal for relocation on the Arts and Recreation Center site. This item was scheduled for discussion at the August workshop however it was canceled. This is for discussion only.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			