

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
7:00 PM, Tuesday, July 8, 2014**

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. For items listed on the agenda, each speaker will be permitted 5 minutes to address the Council. For non-agenda items, each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Emogene Stegall

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

- | | |
|-----------------------------------|--|
| Item No. 1 - Interlocal Agreement | Interlocal agreement with the Town of Montverde providing wholesale wastewater treatment services. |
| Item No. 2 - Contract Approval | Consider request to piggyback the Lake County B.C.C. contract number 14-0625 with Petrotech Southeast, Inc. |
| Item No. 3 - Contract Approval | Consider approval of the lease agreement with AT&T to relocate equipment. |
| Item No. 4 - Equipment Surplus | Consider approval to surplus Police and Fire Department equipment. |
| Item No. 5 - Event Request | Consider request from the Downtown Partnership to approve the dates of the Food Truck events from August 2014 to July 2015 on the first Friday of each month, street closures, signage, city staff support and change the scope and venue. |
| Item No. 6 - Event Request | Consider request from the Clermont Downtown Partnership to allow an open container approved area during the Food Truck events at the proposed locations. |

UNFINISHED BUSINESS

- | | |
|--|--|
| Item No. 7 - Ordinance No. 2014-11; <i>Final</i> | Consider approval of Ordinance to close Short Street right-of-way between Twelfth Street and Carroll Street. |
|--|--|

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
7:00 PM, Tuesday, July 8, 2014**

NEW BUSINESS

Item No. 8 - Branding

Wilesmith Advertising and Design to present proposed branding strategy for the City, including a new logo and tagline.

ADJOURN

Any person wishing to appeal any decision made by the City Council at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act (ADA), if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding he/she should contact Clermont, City Clerk's Office, 352-241-7330.

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
Proclamation
Honoring Emogene Stegall

Whereas, Emogene Stegall is the State of Florida's longest serving Supervisor of Elections; and

Whereas, Ms. Stegall served as Chief Deputy in the Elections Office from 1958 until 1972; and

Whereas, she was first elected as Lake County Supervisor of Elections in 1972 and recently re-elected to her 11th term of office; and

Whereas, Ms. Stegall; as a member of the Florida State Association of Supervisors of Election, has served as President, Vice President, Historian, Annual Conference Chair, served on various committees, and currently serves on the Canvassing Board Committee; and

Whereas, she has served as a member of the Business and Professional Women of Eustis, the Pilot Club, League of Women Voters, and the Tavares Women's Club; and

Whereas, Ms. Stegall was inducted into the Lake County Women's Hall of Fame in 2005;

Now, Therefore, Be It Proclaimed that the City of Clermont expresses its appreciation to Emogene Stegall for her more than fifty years of service and contributions to the Lake County community.

In Witness Whereof, I, Harold S. Turville, Jr., Mayor of the City of Clermont, set my hand and caused the Great Seal of the City of Clermont to be affixed this 8th day of July in the year two thousand fourteen.

ATTEST:

Harold S. Turville, Jr., Mayor

Tracy Ackroyd, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, July 8, 2014					
Agenda Item Name					
Interlocal Agreement					
Requested Action					
Motion to approve the Interlocal agreement with the Town of Montverde providing wholesale wastewater treatment services.					
Staff Report					
The Environmental Services staff recommends the City Council approve the Interlocal Agreement for providing wholesale wastewater treatment services to the Town of Montverde, for the Lake Apopka Sound subdivision located just north of the City of Clermont's wastewater service area. This agreement will eliminate the installation of 102 septic tanks on Lake Apopka, provide a source of reclaimed water to the City of Clermont and allow for sharing of expenses at our wastewater treatment facility.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Upon total build out of this sub-division which is expected to be within two years, the anticipated annual revenue to the city will be approximately \$87,000.					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Interlocal Agreement - Montverde			Interlocal with Clermont for Bulk Sale Sewer - Montverde.pdf		

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CLERMONT AND
THE TOWN OF MONTVERDE FOR PROVISION
OF WASTEWATER SERVICES**

THIS AGREEMENT is entered into between the CITY OF CLERMONT, Florida (hereafter referred to as "CLERMONT"), and THE TOWN OF MONTVERDE, Florida (hereafter referred to as "MONTVERDE"), pursuant to the "Florida Interlocal Cooperation Act of 1969", section 163.01 Florida Statutes.

WHEREAS, MONTVERDE operates a water utility that serves approximately 632 customers, and

WHEREAS, MONTVERDE'S water utility customers presently use septic tanks as a means of wastewater removal; and

WHEREAS, MONTVERDE would like to provide wastewater services and implement a wastewater system within its water utility and thereby provide means to eliminate or reduce the use of septic tanks for waste removal for a new development within MONTVERDE'S 180 Utility District; and

WHEREAS, MONTVERDE recognizes the financial constraints of constructing its own wastewater treatment plant; and

WHEREAS, CLERMONT operates a water and wastewater utility that serves approximately 34,000 customers; and

WHEREAS, CLERMONT owns and operates a wastewater treatment plant (the "Plant") which has excess capacity sufficient to treat a certain quantity of wastewater from MONTVERDE; and

WHEREAS, CLERMONT recognizes that greater utilization of the Plant's excess capacity is more cost efficient; and

WHEREAS, the acceptance and treatment by CLERMONT of wastewater generated by customers of MONTVERDE'S water utility in the Lake Apopka Sound subdivision will be financially beneficial to both CLERMONT and MONTVERDE and will be beneficial to the citizens of MONTVERDE and CLERMONT and the public at large by providing a more environmentally acceptable method of wastewater disposal than that provided by septic tanks.

NOW THEREFORE, the parties do hereby agree as set forth below:

1. The recitals above are true and correct and are incorporated into this Agreement as an integral part.

2. Subject to the terms, conditions and limitations of this Agreement and available capacity at the Plant, CLERMONT shall accept up to 50,000 gallons per day of MONTVERDE'S wastewater from the Lake Apopka Sound subdivision more particularly described in Exhibit "A" attached hereto, for treatment and disposal at the Plant (the "allotment"). Notwithstanding the forgoing, nothing herein shall act as a reservation of capacity or commitment by CLERMONT to make available the allotment (or portions thereof) except for the vested allotment amounts as described in section 3, herein. The allotment (or portions thereof) shall be made available to MONTVERDE in increments or phases in accordance with the provisions set forth in Exhibit "B" attached hereto. CLERMONT'S acceptance of wastewater from MONTVERDE is subject to the wastewater being in compliance with the quality and other criteria for wastewater set forth in the Clermont City Code Chapter 66, and any and all amendments or successor provisions thereto, and as mandated by any and all applicable law and permits related to CLERMONT'S wastewater treatment system.

3. Once any portion of the allotment is in "use" as described herein, the right of MONTVERDE to transmit the quantity of wastewater justified by such use shall be deemed vested in MONTVERDE (the vested allotment amounts). Upon such vesting MONTVERDE shall be able to rely on the continued acceptance by CLERMONT of such quantity of wastewater for the duration of time that CLERMONT (or any successor) provides wastewater services to residents of CLERMONT. For purposes of this paragraph, "use" shall be deemed to occur upon the payment by MONTVERDE of the Clermont Reduced Impact Fee (as provided in paragraph 8) for a particular property. The "quantity of wastewater justified by such use" shall be the average daily wastewater flow attributed to the property making use of such partial allotment, as set forth in Chapter 4 of the E.P.A. Design Manual – Onsite Wastewater Treatment and Disposal Systems. OCT. 1980 U.S. Environmental Protection Agency, Office of Water Programs Operations, Office of Research and Development Municipal Research Laboratory.

4. MONTVERDE shall pay to CLERMONT, in the manner specified in paragraph 10 of this Agreement, the sum of \$4.80 per thousand gallons of wastewater accepted by CLERMONT from MONTVERDE for treatment and disposal. This is an "Intergovernmental Wholesale Rate" which is exclusive to MONTVERDE, based on conditions that are unique and specific to MONTVERDE. The Intergovernmental Wholesale Rate shall increase on October 1 of each year during the term of this Agreement commencing October 1, 2015 by such annual automatic adjustment rate as established by CLERMONT City Council and applicable to all CLERMONT sewer utility customers. Currently the rate is 1.95% and may be adjusted by future ordinance of CLERMONT. The assent by CLERMONT to accept wastewater from MONTVERDE shall not be construed to obligate CLERMONT to accept, or consider accepting, wastewater from other sources or to provide any operational or maintenance services of any kind related to any wastewater system constructed by MONTVERDE. In addition to the above-referenced Intergovernmental Wholesale Rate, MONTVERDE shall pay to CLERMONT a High Strength Surcharge and a Hydraulic Peaking Factor Surcharge, if and as may be applicable and as calculated in accordance with the formulas set forth in Exhibit "C", attached hereto and incorporated herein.

5. A flow meter and automatic flow recorder shall be the means of measuring the amount of wastewater transmitted by MONTVERDE to the plant. MONTVERDE shall, in

accordance with CLERMONT'S current system requirements, install, or cause to be installed (by developers or other third parties) at MONTVERDE'S expense or that of the developer, a flow meter assembly, air release valves, telemetry and associated piping (hereinafter collectively referred to as the "flow meter assembly") to transmit and record the data to CLERMONT'S computer system (SCADA). The flow meter assembly shall be constructed on Tract H, Verde Park Phase I, according to the Plat thereof recorded in Plat Book 65, Page 68, Public Records of Lake County, Florida. Upon acceptance, CLERMONT will own, operate and maintain the flow meter assembly and appurtenances. CLERMONT shall have the unrestricted right at any time to access to the flow meter assembly for purposes of operating and maintaining the system.

6. MONTVERDE, shall construct or cause to be constructed (by developers or other third parties) at its sole expense or that of the developer, the sanitary sewer force main and pumping facility, as approved by CLERMONT, which may be required to transmit wastewater from MONTVERDE'S wastewater collection system to CLERMONT'S existing force main at the location shown as "Point A" on Exhibit "D" attached and incorporated herein. MONTVERDE also, at its sole expense or that of the developer, shall construct or cause to be constructed (by developers or other third parties), the collection system necessary for the collection and transmission of wastewater from individual homes in the Lake Apopka Sound project, to the force main which will in turn transmit the wastewater to CLERMONT'S existing force main.

7. The parties agree on a "Demarcation Point" as illustrated and described as "Point A" on Exhibit "D" attached and incorporated herein. MONTVERDE shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on MONTVERDE'S side of the Demarcation Point. CLERMONT shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on CLERMONT'S side of the Demarcation Point. Provided however, that to the extent that MONTVERDE'S failure to properly operate and maintain the wastewater system on MONTVERDE'S side of the Demarcation Point so as to require maintenance or to cause damage to CLERMONT'S side of the Demarcation Point, MONTVERDE shall be fully responsible for the costs associated with the maintenance and damage repairs.

8. The Parties acknowledge that capital costs for the Plant, CLERMONT'S force mains and wastewater collection system is recovered through CLERMONT'S collection from its customers of an Impact Fee (The Clermont Impact Fee). The Parties further acknowledge that customers of MONTVERDE'S wastewater system will be charged an impact fee. The Parties agree that MONTVERDE upon the initial connection of customers to its wastewater system will be responsible for payment to CLERMONT of an amount that equals the Clermont Impact Fee for a similar customer less that portion attributable to CLERMONT'S collection system (the Reduced Clermont Impact Fee). A schedule showing the amount of the Reduced Clermont Impact fee for single family residential that would be connected to the system is attached as Exhibit "E". The payment by MONTVERDE of Clermont's Reduced Impact Fee shall be no later than the date that a customer is initially connected to the wastewater system. The amount of the Clermont Impact Fee may be periodically adjusted by CLERMONT. Adjustments shall take effect ninety (90) days after formal notification of same to MONTVERDE. The Parties acknowledge that the amount, time of payment, and other aspects of the Clermont Impact Fee

shall be governed by Clermont's ordinance on that subject as it may be amended from time to time. The Parties further acknowledge that in the event that any existing customer use, connected to the wastewater system is expanded or changed so as to result in an increase impact fee pursuant to CLERMONT'S ordinance, the increase impact fee, if any, subject to the reduction described herein, shall be paid at the time MONTVERDE issues its final approval for the expansion or change of use. However, in no event shall MONTVERDE be required to pay an amount attributable to the Clermont Reduced Impact Fee in excess of the impact fee that CLERMONT imposes on its own customers less the cost attributable to the wastewater collection system. In accordance herewith, MONTVERDE shall provide to CLERMONT on a monthly basis an itemized list by owner's name, property address and work to be performed of all building permits issued in the previous month for customers connected to the wastewater system; however, building permits relevant to this monthly report are only those whose work will have an impact on the wastewater system.

9. MONTVERDE agrees to maintain and regulate the use of its wastewater collection system, to minimize infiltration and prevent harmful wastes from being deposited into its facilities, such as would overload or cause damage to the Plant or interfere with the wastewater treatment process. Lake Apopka Sound subdivision is a residential only community. MONTVERDE further agrees to the same extent as CLERMONT to require adequate pre-treatment of strong or harmful commercial wastes, at the source of generation, prior to permitting such wastes to be discharged into its system for treatment and disposal at the Plant. As further assurance of MONTVERDE'S compliance with this paragraph, if requested, MONTVERDE agrees to provide CLERMONT with development plans of non-residential customers connecting to MONTVERDE'S wastewater system. The plans shall be provided to CLERMONT prior to the issuance of any predevelopment approval, site approval, development order, construction or building permit by MONTVERDE and as condition precedent to the connection of the non-residential customer to the wastewater system. It is expressly understood and agreed that CLERMONT shall not be required or obligated to accept any wastewater generated by an industrial use or containing industrial waste. Furthermore, CLERMONT shall have the right to reject any connection to the system or acceptance of wastewater hereunder for any use that CLERMONT reasonably determines is not in the best operational interests of CLERMONT'S wastewater system.

10. CLERMONT will invoice MONTVERDE on a monthly basis for the amount due for treatment and disposal of MONTVERDE'S wastewater. The amount to be billed shall be based upon CLERMONT'S monthly reading of the quantity of wastewater transmitted from MONTVERDE to CLERMONT as indicated by the flow meter and flow recorder referenced in paragraph 5, plus any surcharges as described in Exhibit "C" hereto. Payment will be due to CLERMONT no later than twenty days after the invoice is rendered. The capacity allotment granted herein to MONTVERDE may not be sold, sublet, transferred or assigned by MONTVERDE to any entity. CLERMONT represents that the Plant is readily susceptible to expansion and that such expansion can increase the Plant's capacity to accept additional wastewater for treatment. In the event that the capacity of the Plant becomes fully utilized prior to MONTVERDE obtaining its desired capacity, CLERMONT agrees to work with MONTVERDE in an effort to achieve an agreement for expansion of the Plant which as a minimum will be sufficient to accommodate MONTVERDE'S remaining capacity requirements.

11. MONTVERDE agrees to the extent permitted by law and without waiving its sovereign immunity, to hold harmless and defend CLERMONT, its officials, employees, contractors or agents for and from any and all damages including attorney's fees that may arise out of, or related to, any claim or cause of action, or threat thereof, of a third party, related in any manner to a customer connection to the MONTVERDE wastewater system.

12. The Initial Term of this Agreement shall be 30 years from the effective date of this Agreement. This Agreement shall be effective upon final adoption of an ordinance or resolution (as each may require) by both CLERMONT and MONTVERDE. The Effective Date shall be the date of final adoption by the last party. Notwithstanding the foregoing, The Vested Allotment Amounts, as provided in paragraph 3 herein shall not be affected by expiration of this Agreement.

13. This Agreement may not be terminated by either party prior to its expiration, unless an amendment to the Agreement is approved by both CLERMONT and MONTVERDE, in writing, or if one party is in breach of any of the terms and conditions of this agreement and fails to correct it within thirty (30) days after written notice unless it requires more than thirty (30) days to make such corrections, and in such case the breach shall be cured within a reasonable time. Notwithstanding the foregoing, this Agreement shall automatically terminate without penalty and neither CLERMONT nor MONTVERDE will have any obligations hereunder if MONTVERDE fails to enter into an agreement with the owner/developer of the Lake Apopka Sound subdivision relating to the provision of wastewater services.

14. In the event of any dispute related to this Agreement, the parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in "The Florida Governmental Conflict Resolution Act" Chapter 164, a party may file an action in circuit court. Venue for any cause of action to be filed hereunder shall be exclusively in Lake County Circuit Court.

15. All notices, consents, approvals, waivers, and elections that either party requests or gives under this Agreement must be in writing and shall be given only by hand delivery, or by certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any party may otherwise designate in writing.

City of Clermont, City Manager
685 West Montrose Street -3rd Floor
Clermont, FL 34711

Town of Montverde, Mayor
P.O. Box 560008
Montverde, FL 34756

16. This Agreement is solely for the benefit of the parties hereto, and no right or

cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the parties, and their respective representatives, successors and assigns. In particular, and without limiting the generality of the foregoing, individual customers of MONTVERDE are not intended as third party beneficiaries of this Agreement, and shall have no standing to enforce this Agreement or to assert any claim against CLERMONT which arises out of or is related any way to this Agreement or the services provided by CLERMONT under this Agreement.

17. Each represents and warrants for the benefit and reliance of the other its respective authority to enter into this Agreement, and acknowledges the validity and enforceability of this Agreement. The parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

18. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

19. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

20. This Agreement shall be recorded in the Public Records of Lake County, Florida as required by applicable Florida Statutes.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representatives to set their hands to this Agreement on the dates indicated below.

THE CITY OF CLERMONT, FLORIDA

Harold Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

APPROVED AS TO FORM AND CONTENT:

Daniel F. Mantzaris, CITY ATTORNEY

Witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____
2014, by Harold Turville, Jr., as Mayor of the City of Clermont, Florida, who executed the
foregoing instrument and acknowledged before me that he executed the same for the uses and
purposes therein expressed, and who is personally known to me.

SEAL

Notary Public
My Commission Expires:
Type or Print Name

THE TOWN OF MONTVERDE, FLORIDA

Troy Bennett
Troy Bennett, Mayor

ATTEST

Mary Gillis
Mary Gillis, Town Clerk

APPROVED AS TO FORM AND CONTENT:

Anita Geraci-Carver
Anita Geraci-Carver, TOWN ATTORNEY

Witnesses:

Terry Burden
Print Name: TERRY BURDEN

Glenn Burns
Print Name: Glenn Burns

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 14th day of May 2014, by Troy Bennett, as Mayor of the Town of Montverde, Florida, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me.

SEAL



Thea C. Zuccaro
Notary Public
My Commission Expires:
Type or Print Name

Exhibit A
Legal Description of Lake Apopka Sound

THAT PART OF GOVERNMENT LOTS 2 AND 3, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING NORTH OF THE SUNSHINE STATE PARKWAY (AKA FLORIDA TURNPIKE) PER FLORIDA TURNPIKE AUTHORITY PROJECT NO. 2;

ALSO;

THAT PART OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE WEST 349.8 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3

ALSO;

THE NORTH 50 FEET OF THE SOUTH 500 FEET OF THE EAST 130 FEET LYING WEST OF THE WEST 479.8 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3;

ALSO;

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 19, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE WEST 356.4 FEET, AS MEASURED ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING NORTH OF THE SUNSHINE STATE PARKWAY (AKA FLORIDA TURNPIKE) PER FLORIDA TURNPIKE AUTHORITY PROJECT NO. 2;

CONTAINING 70.030 ACRES, MORE OR LESS.

LAKE COUNTY ACREAGE = 59.773

ORANGE COUNTY ACREAGE = 10.257

Exhibit B
Allotment of 50,000 gallons per day

Year 2014/2015	25,000 gallons per day
Year 2015/2016	25,000 gallons per day

Exhibit C
High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge

Exhibit "C"
High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge

MONTVERDE shall pay to CLERMONT in addition to the Intergovernmental Wholesale Rate the following surcharges as may become due based on the criteria and formula set forth below:

I. High Strength Waste Surcharge Criteria.

A. Surcharge/or abnormal strength wastes.

1. A surcharge shall be imposed where the wastewater from MONTVERDE contains an abnormally high BOD or suspended solids concentration. The surcharge in dollars shall be computed by multiplying the average milligrams per liter (mg/L) of each constituent that exceeds three hundred (300) mg/L minus 300 mg/L, times the metered sewage flow of MONTVERDE during the billing period in millions of gallons times a treatment surcharge factor.

2. The treatment surcharge factor shall be derived annually from the following formula (the factor of 600 being the maximum normal BOD plus suspended solids content expressed in milligrams per liter):

$$\text{Treatment Surcharge Factor} = \frac{\text{Intergovernmental Wholesale Rate per million gallons}}{600}$$

3. CLERMONT at any time, may take samples of MONTVERDE's wastewater. Should a sample show abnormal strength, CLERMONT will take two (2) additional samples within the next succeeding ten (10) days. The average of these three (3) tests will be used to determine whether a surcharge is due for that month, and, if so, the amount thereof. MONTVERDE may request additional samples, and CLERMONT will take such additional samples and include the results thereof in calculating the average strength in the month in which taken, provided that the cost of such additional samples shall be paid for by MONTVERDE.

B. Definition of Terms.

1. Surcharge - Amount of money added to MONTVERDE's monthly bill to defray the additional expense that might be created due to high strength wastewater discharge to CLERMONT's system in the billing period.

2. BOD - five-day biochemical oxygen demand as determined in accordance with the testing procedure as defined in Standard Methods for the Examination of Water and Wastewater ("Standard Methods"), latest edition.

3. Suspended Solids - Non-dissolved solids contained in the sewage that can be removed by filtration as determined by the testing procedure as set forth in Standard Methods, latest edition.

4. Each Constituent - Defined as either BOD or Suspended Solids as far as waste strength is concerned.

II. Hydraulic Peaking Factor Surcharge.

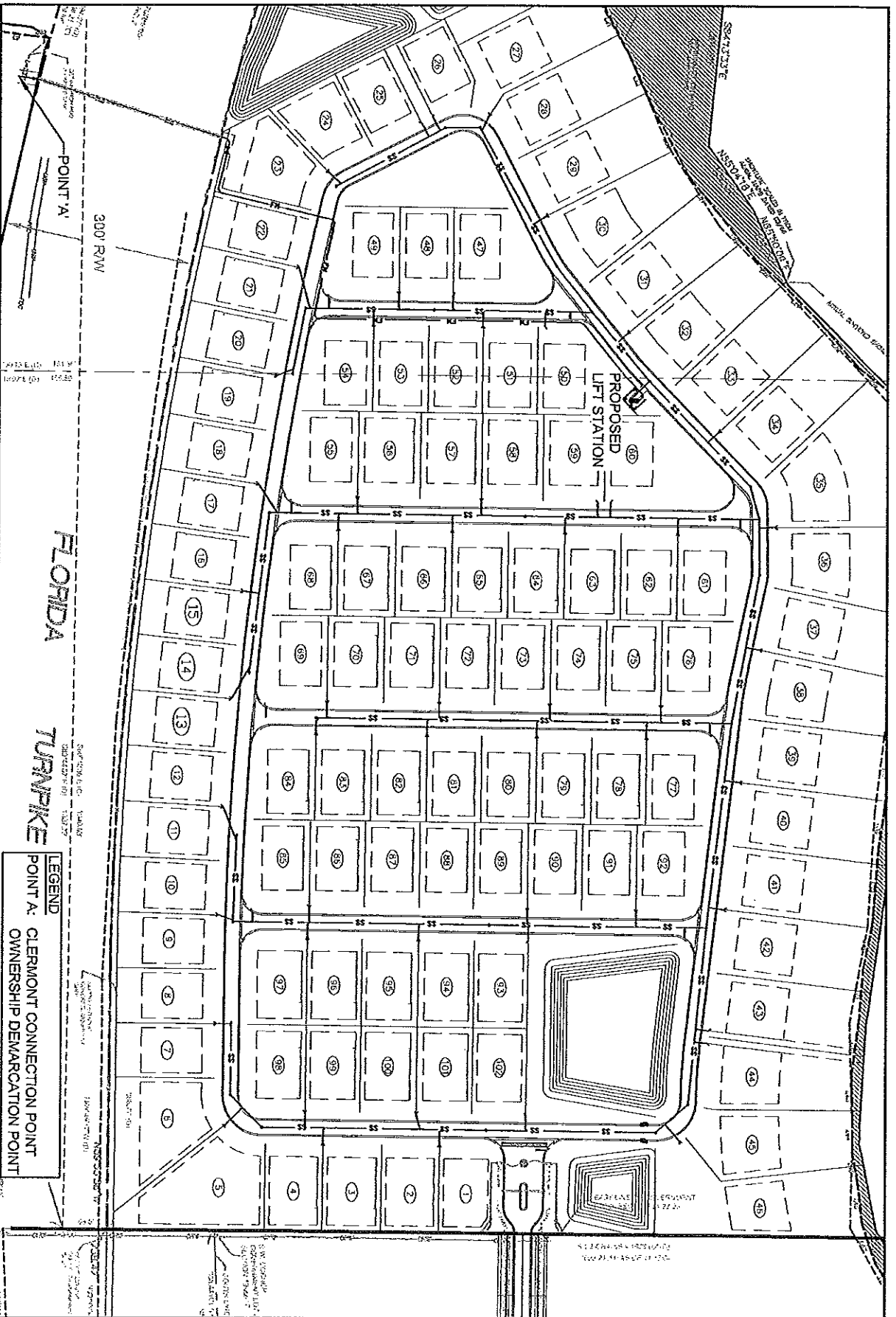
A. Surcharge

For each day that MONTVERDE transmits wastewater to CLERMONT's system for a consecutive four-hour period at a flow rate in excess of 200% of the Average Daily Peak Flow ("ADPF"), up to 250% of the ADPF, MONTVERDE will pay a 1 % surcharge on its monthly charge not including the High Strength Surcharge above. For each 5% or fraction thereof in excess of 250% for a consecutive four-hour period that the flow exceeds the Average Daily Peak Flow, OAKLAND will be billed an extra 1 % on its monthly service charge.

B. Definitions.

Average Daily Peak Flow (ADPF) - MONTVERDE's total flow during the four (4) consecutive months of greatest flow during the twelve (12) month period ending on the last preceding September 30th, divided by the total number of days in such four (4) month period. Average Daily Peak Flow in such four (4) month period will be based on the flow meter readings used for billing MONTVERDE.

Exhibit D
Point A



Plan Prepared By:
CPH, Inc.

Date: 3/19/2014

MONTVERDE - CLERMONT ISBA

LAKE APOPKA SOUND

EXHIBIT
D

www.cphcorp.com

Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Landscape Lic. No. LC0000238

Job No. M16600.01
Scale: 1" = 200'
File: Base.dwg

1117 E. Robinson St. ~ Orlando, FL 32801 ~ Ph: 407.425.0452

©2014

TOWN OF MONTVERDE

Exhibit "E"
Impact Fee Schedule

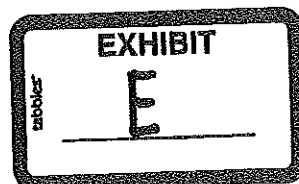
Table 3-8
City of Clermont
Water and Wastewater Impact Fee Analysis

Page 1 of 2

Development of Wastewater System Impact Fee

Line No.	Description	Amount
Total Estimated Cost of Existing & Future Wastewater Treatment & Disposal Facilities:		
1	Cost of Existing & Future Facilities [1]	\$40,673,425
2	Additional Borrowing Costs [2]	5,237,271
3	Additional Costs Capitalized - CIP [3]	44,863,500
4	Less Receipt of Grant Funds [4]	(1,664,926)
5	Subtotal Wastewater Treatment and Disposal Facilities	\$89,109,270
6	Future Plant Capacity (MGD) (AADF) [5]	8.000
7	Projected Average Daily Flow (MGD) (AADF) [6]	2.195
8	ERC Factor - (GPD) (ADF) [7]	220.0
9	Estimated ERUs to be Served by Facilities	36.364
10	Percent Remaining Capacity of Facilities	72.57%
11	Allocation of Facilities to Incremental Growth	\$64,665,148
12	Rate per ERC Associated with Existing & Future Facilities	\$2,450.50
Primary Transmission System and Pump Stations:		
13	Existing Facilities [9]	\$9,772,633
14	Additional Costs Capitalized - CIP [10]	8,200,000
15	Less Receipt of Grant Funds [4]	0
16	Total Primary Transmission Facility Costs	\$17,972,633
17	Estimated ERUs Served by Existing Facilities [11]	18,182
18	Estimated Future ERUs served by Collection Facilities [11]	0
19	Total Estimated ERUs served by Collection Facilities [11]	18,182
20	Net Rate per ERU of Primary Transmission Facilities	\$988.49
21	Total Combined Rate per ERU After Rate Adjustment	\$3,438.99
22	Rounded Rate per ERU	\$3,439.00
23	Cost Per Gallon	\$15.632
	MDF = Maximum Daily Flow	
	ADF = Average Daily Flow	
	ERU = Equivalent Residential Unit	
	GPD = Gallons per Day	

Footnotes continued on the following page.





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date	
Tuesday, July 8, 2014	
Agenda Item Name	
Contract Approval	
Requested Action	
Motion to approve piggyback contract with Lake County B.C.C. contract number 14-0625 with Petrotech Southeast, Inc.	
Staff Report	
THE PURCHASING DIVISION AND THE PUBLIC WORKS DEPARTMENT RECOMMENDS APPROVAL OF THE ABOVE ACTION. The previously piggyback contract between Lake County B.C.C. and Petrotech Southeast, Inc., , for the same services expired June 30, 2014. The new contract between Lake County B.C.C. and Petrotech Southeast, Inc., number 14-0625 provides for the collection, recycling and proper disposal of used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents. The Lake County B.C.C. issued a bid to establish a contract for the collection, recycling and proper disposal of used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents and fluids on an as-needed basis determined by all Purchasing Officials of Lake (POOL.) entities. Participating POOL entities include Lake County B.C.C., Lake County School Board, Lake County Sheriff's Office, Lake Sumter EMS, Lake County Water Authority, the Cities of Clermont, Eustis, Fruitland Park, Groveland, Leesburg, Mascotte, Minneola, Mount Dora, Tavares, Umatilla and the Towns of Astatula, Lady Lake and Montverde. In addition to properly disposing antifreeze, oil filter, and contaminated oil as per FDEP regulations at no charge and providing low fees for other oil related disposal, this contract provides a revenue generating opportunity for the City's used oil by the contractor paying \$1.17 per gallon (see Bid Tabulation). Based on prior history, the City's estimated oil disposal is between 800 and 900 gallons per year, which equals \$936 to \$1,053. The contract was established to properly dispose used oil and to create a revenue generating opportunity for all participating Purchasing Officials of Lake (POOL) agencies. Contract 14-0625 was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy. In accordance with the direction of City Council, the Purchasing Division issued a Request for Interest (RFI) number 1406-002 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) days. At the completion of the RFI, the Purchasing Division received no interest from local vendors. Based on this, staff recommends that the City Council approve to piggyback the Lake County B.C.C. contract No. 14-0625 with Petrotech Southeast, Inc. A copy of the Lake County BCC contract and bid tabulation is attached for review.	
Legal Impact	

Additional Analysis		
Fiscal Impact Summary		
Agreement is anticipated to generate approximately \$1,000 annually.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	RFI 1406-002	RFI 1406-002.pdf
2.	Lake County Contract 14-0625	Contract 14-0625.pdf
3.	Bid Tabulation	14-0625 Tabulation of Bids.pdf



City of Clermont

685 W. Montrose Street Clermont, FL 34711

(352) 394-4081

REQUEST FOR INFORMATION

Intent to Utilize the Lake County B.C.C. Contract for Collection, Recycling and Proper Disposal of Used Oil, Used Oil Filters, Used Antifreeze, Sludge, Pads and Oil Absorbents

CONTACT INFORMATION:

Freddy Suarez, MPA, CPPB

Purchasing Manager

EMAIL: fsuarez@clermontfl.org

Phone: (352) 241-7386

RFI No. **1406-002**

ISSUED DATE: June 17, 2014

NOTICE OF INTENT TO PIGGYBACK A CONTRACT

NOTICE END DATE: **June 23, 2014 at 2:00 P.M. (EST)**

DEADLINE FOR WRITTEN QUESTIONS: **June 23, 2014**
by **10:00 A.M.** and must be submitted online.

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

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

Hardcopy responses may be delivered to: City of Clermont Purchasing Division, 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 Division 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) calendar days.

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Contract Number/Title: 14-0625 / Collection, Recycling and Proper Disposal of Used Oil, Used Oil Filters, Used Antifreeze, Sludge, Pads and Oil Absorbents.
- (b) Contractor(s): Petrotech Southeast, Inc.
- (c) Length of Contract: Ends June 30, 2015 with additional four (4) one (1) year renewal periods.
- (d) City Department: Public Works

(e) Product or Service Provided: The Lake County B.C.C. issued a bid to establish a contract for the collection, recycling and proper disposal of used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents and fluids on an as-needed basis determined by all Purchasing Officials of Lake (POOL.) entities. Participating POOL entities include Lake County B.C.C., Lake County School Board, Lake County Sheriff's Office, Lake Sumter EMS, Lake County Water Authority, the Cities of Clermont, Eustis, Fruitland Park, Groveland, Leesburg, Mascotte, Minneola, Mount Dora, Tavares, Umatilla and the Towns of Astatula, Lady Lake and Montverde.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Division by email or by mail prior to the "Response Due Date" indicated above to advise whether your company can provide any of the items/services listed.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the commodities described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Division and the Department requesting the supplies or services.



CONTRACT NO. 14-0625

for Collection, Recycling and Proper Disposal
of Used Oil, Oil Filters, Used Antifreeze, Sludge, Pads

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Petrotech Southeast, Inc. (hereinafter "Contractor") to supply collection, recycling, and disposal services of used oil, filters, antifreeze, sludge, pads to the County pursuant to County Bid number 14-0625 (hereinafter "Bid"), addenda nos. N/A, opened May 7, 2014 and Contractor's Bid response dated May 7, 2014, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: none

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from July 1, 2014 through June 30, 2015 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: 
Senior Contracting Officer

Date: 6-10-2014

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

"Earning Community Confidence Through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

315 W. Main, Suite 441
Ph (352) 343-9839

P.O. Box 7800
Fax (352) 343-9473

LAKE COUNTY FLORIDA

ITB #14-0625

**Collection, Recycling and Proper Disposal of Used
Oil, Used Oil Filters, Used Antifreeze, Sludge, Pads
and Oil Absorbents**

Due Date: May 7, 2014 @ 3:00 PM



Presented by

PETROTECH SOUTHEAST, INC.

23800 County Road 561
Astatula, FL 34705
407-656-8114



INVITATION TO BID (ITB)

COLLECTION, RECYCLING AND PROPER DISPOSAL OF USED OIL, USED OIL FILTERS, USED ANTIFREEZE, SLUDGE, PADS AND OIL ABSORBENTS

ITB Number:	14-0625	Contracting Officer:	D. Villinis
Bid Due Date:	May 7, 2014	Pre-Bid Conf. Date:	Not Applicable
Bid Due Time:	3:00 p.m.	ITB Issue Date:	April 9, 2014

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SECTION 5: Attachments	24-27

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not applicable for this solicitation
Certificate of Competency/License:	See Section 1.18
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable for this solicitation

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

Complete the following information:

VENDOR IDENTIFICATION

Company Name: _____	Phone Number: _____
E-mail Address: _____	Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to establish one or more contracts for the collection, recycling and proper disposal of used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids as needs are determined by the County's various departments and all P.O.O.L (Purchasing Officials of Lake) entities.

This is an indefinite quantity term contract with no guarantee services will be required. Neither the County nor any P.O.O.L. entity guarantee a minimum or maximum dollar amount (if any) to be expended or a quantity volume for any item, on any contract(s) resulting from this Invitation to Bid. This contract is a revenue generating contract for Lake County and other P.O.O.L. entities whereby the vendor is paying the County/Entity for some items.

P.O.O.L. entities that may participate in this action include the Lake County Board of County Commissioners, Lake County School Board, Lake County Sheriff's Office, Lake Sumter Emergency Medical Services, Lake County Water Authority, Cities of Clermont, Eustis, Fruitland Park, Groveland, Leesburg, Mascotte, Minneola, Mount Dora, Tavares, Umatilla and the Towns of Astatula, Lady Lake and Montverde.

NOTE: There are no guarantees that the aforementioned entities will participate. However no bid shall be considered unless services to all entities are contemplated by the bidder. An award shall be made by the County.

The County is acting as "Solicitation Agent" for the identified entities and shall not be held liable for any cost, damages, etc. incurred by any entity should they enter into any resultant contracts derived from this bid request. The County has the sole authority to modify the contract.

Each entity will issue its individual order by phone, fax, entity purchasing card, purchase order or contract throughout the contract period as said needs are determined. Each entity will schedule and expedite its own orders and will be billed separately.

All participants will seek their own remedy with the contractor if any disposal service does not comply with or meet standards requested.

All controversies relating to specifications or other provisions of the bid request and the evaluation of bids or to subsequent contractual matters including failure to comply with deliveries of specifications is the responsibility of the County. Any other controversies with which the County has no control, should not be accountable, or have to resolve, such violation of the contractual conditions, including late payment on the part of other participating entities, shall be resolved with that entity and the vendor.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days

before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received. The awarded vendor(s) will be given the details of the participating entities, including site locations and contact personnel and information.

Section 1.4: Pre-Bid Conference

Not applicable to this solicitation.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to the expiration of each term, the vendor will be notified if the County intends to renew the contract for an additional year. The vendor shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option

subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Payments by the County/Entity

The County and P.O.O.L. entities shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the appropriate County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County or P.O.O.L. representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.7.1: Method of Payment - Payments by the Vendor

The County/Entity shall email invoices to the vendor's designee. Vendor will have thirty (30) calendar days to pay invoice from date of email. Invoices shall include all necessary information needed by vendor and County/Entity in order to appropriately process. County's checks shall be made out to Lake County Board of County Commissioners or Lake County BCC and mailed to Lake County BCC, Attention Finance, PO Box 7800, Tavares, FL, 32778. The vendor will be given instructions for payments by each of the other P.O.O.L. Entities for their payments.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements. [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely

SECTION 1- SPECIAL TERMS AND CONDITIONS

ITB Number: 14-0625

provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
-----------------------	-------------

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000. ****For this solicitation, Pollution Liability insurance is required with a minimum limit of \$1,000,000 and annual aggregate of \$2,000,000.**

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the Vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the Vendor or Subcontractor(s) of full

responsibility for liability, damages, and accidents as set forth herein.

Note: The selected vendor(s) shall provide a separate Certificate of Insurance that complies with the requirements stated above to each participating entity citing that entity as a certificate holder.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Completion/Delivery

As specified in Statement of Work.

Section 1.11: Acceptance of Goods or Services

The services(s) rendered under the contract will not be deemed complete until service(s) is (are) accepted by the County or P.O.O.L Entities and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Section 1.12: Warranty

Not applicable to this solicitation.

Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET

SECTION 1– SPECIAL TERMS AND CONDITIONS

ITB Number: 14-0625

4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for Invitation to Bid

Vendors shall submit, as its bid submittal, the entire ITB document (all pages) with Section 4 and Attachment 1 completed as required. Two (2) signed original bids, two (2) complete copies, and one (1) complete copy on CD or flashdrive of the bid shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 14-0625." Do not indicate bid prices on

literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.15: Additional Facilities and/or Entities may be Added

Although this solicitation and resultant contract identifies specific entities to be serviced, it is hereby agreed and understood that any County department or P.O.O.L agency and/or facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional entity facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.16: Administrative Reports

Consistent with the administrative needs of the County, certain relevant data regarding purchases of goods and/or services under County contracts is to be gathered and maintained. Accordingly, each vendor under this contract is to provide quarterly reports to the County as to the nature of the goods and/or services purchased from them by the County during the preceding three months.

The reports shall include the quantity, description and unit price(s) of the goods and/or services.

The reports are to be submitted in writing to:
Lake County Office of Procurement Services
Fleet Management Division
Attention: Keith Stevenson
PO Box 7800

Tavares, FL 32778-7800

The reports shall be submitted no later than fifteen (15) calendar days after the expiration of the third (3rd) month of each contract period. Failure to submit such reports in a timely manner may be considered a breach of performance and subject to formal proceedings in that regard.

Section 1.17: Background Screening (Applicable to School Board Deliveries Only)

The contractor represents and warrants to the SCHOOL BOARD that the contractor has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. Contractor agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the contractor's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.

Section 1.18: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.19: Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.20: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance.

Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.21: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.22: Deletion of Facilities

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

Section 1.23 Drums

The County shall not pay any deposit or purchase of drums or storage container. The vendor(s) shall coordinate with the appropriate fleet managers or P.O.O.L. entity staff member to establish a schedule for the pickup of the filled drums or storage containers. The contractor shall bring an empty drum or storage container when picking up drums of any of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids products.

Section 1.24: Emergency Service during Declared Events

The vendor shall provide twenty-four (24) hours, seven (7) days per week emergency service during declared events (when or if necessary) to the County and/or Entities under the contract. Emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within twenty four (24) hours after notification by the County or Entity.

Section 1.25: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In

the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.26: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.27: Limited Contract Extension

It is hereby agreed and understood that this contract may be extended for an additional thirty (30) day transitional period after the stated expiration date of the contract including any contract extensions exercised under the initially established option period terms of the contract. During this transitional period the vendor agrees to continue the same or a reduced level (if such reduction is mutually agreed to and appropriately documented) of service to the County at the same prices while the new contract, also in force, is being mobilized. If the vendor is supplying equipment in conjunction with this contract, the vendor agrees to retain the equipment at the designated County premise for an additional thirty (30) calendar days after the current expiration of the Contract; at which time the equipment shall be removed from the premises. The vendor shall be allowed to invoice the affected County department for this additional period on a pro-rated basis.

Section 1.28: Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.29: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.30: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.31: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.32: Toxic Substances/Federal "Right To Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** participating entity utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. Anytime the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the participating entities with the new information relevant to the specific product.

Additionally, vendor(s) may be requested to provide Material Safety Data Sheets to the County during the evaluation period.

SCOPE OF SERVICES

The purpose of this solicitation is to establish a contract for the collection, recycling and proper disposal of used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids as needs are determined by the County's various departments and all participating P.O.O.L entities.

This is an indefinite quantity term contract with no guarantee of usage volume or that services will be required. Neither the County nor any P.O.O.L. entity guarantee a minimum or maximum dollar amount (if any) to be expended on any contract(s) resulting from this Invitation to Bid. The total number of gallons of used oil collected from Lake County Fleet Maintenance Division during the period of March 2013 through March 2014 was 3,032 gallons.

The vendor(s) shall provide any and all equipment and personnel to collect, transport, screen, treat and recycle used oil, used antifreeze, used oil filters, sludge, pads and oil absorbents, and fluids for all the participating entities. The vendor(s) shall also be responsible to dispose of these materials according to the Florida Department of Environmental Protection regulations.

The vendor(s) shall have a minimum of three (3) years in the hazardous waste collection, transport, treatments, disposal of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids.

The vendor(s) shall have valid FDOT and EPA identifications numbers for the transportation of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids. Vendor(s) shall include copies of these identification numbers with their bid submittal. The vendor(s) personnel shall have the appropriate State of Florida driver's licenses for the transportation of the materials.

The vendor(s) vehicles shall be labeled and placarded per state and federal requirements.

The vendor(s) shall have procedures for screening unacceptable used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids. Vendor(s) are to attach copy of these procedures or explanation or these procedures to their bid submittal.

The vendor(s) shall be responsible for sorting of the unusable products. The vendor(s) shall be responsible for disposal of any material that becomes contaminated along with any of the containers.

The vendor(s) shall identify all treatment, storage or disposal facilities they will utilize during any contract awarded for this ITB.

The vendor(s) will need to submit the following for each facility utilized.

- Name of Facility
- Address of Facility
- Phone Number of the Facility
- Contact Person for the Facility
- Copies of Each Applicable State and/or Federal Permits

SECTION 2– STATEMENT OF WORK

ITB Number: 14-0625

- Compliance Status
- Any Notices of Violations in the Past Two (2) Years
- Explanations of Violations (Explain what changes that have occurred to make the facility appropriate and safe to utilize at this time)

The County reserves the right to inspect with reasonable notice any facility used for the management of the used oils, filters and antifreeze.

The vendor(s) shall supply at no charge to the participating entities the equipment (15, 30 or 55 gallon drums, etc.) to store the used oil, used filters and used antifreeze. The amount of material to be recycled, treated or disposed of shall be determined by utilizing metered removal, gauging or physical measurement.

The vendor(s) shall also be able to train any and all P.O.O.L. employees on the proper storage of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids for the vendor(s) ease and any state or federal compliance for transport.

The County and other participating entities' priority is to recycle and reuse products as deemed acceptable. Products not recycled, reused or treated shall be disposed per state and federal regulations.

Standard operational hours of all the participating entities will be from 8:00am to 5:00pm Monday through Friday. All entities shall be closed for the major holidays. Actual hours of operations and closures of the participating entities will be provided to the awarded vendor(s).

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this ITB.

Bidder: Refers to any entity that submitted a bid under an ITB.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words “shall”, “must”, or “will” are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 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 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages,

including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of

the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

ITB TITLE: Collection, Recycling and Proper Disposal of Used Oil, Used Oil Filters, Used Antifreeze, Sludge, Pads and Oil Absorbents**NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:☒ No Addendum was received in connection with this ITB.

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 14-0625

PRICING SECTION

Item Number	Item Description	Unit	Unit Price
1.	Used Oil Recycling per the preceding terms, conditions and statement of work. Price paid to the County or Entities	Per Gallon	\$ <u>(1.17)</u>
2.	Used Oil-Contaminated Disposal per the preceding terms, conditions and statement of work. Price paid to the County or Entities Price paid by the County or Entities *Oil must be non-hazardous and >85% oil	Per Gallon Per Gallon	\$ <u>Free*</u> \$ <u>Free*</u>
3.	Used Oil Filter Recycling per the preceding terms, conditions and statement of work. Price paid to the County or Entities Price paid by the County or Entities	Per Each Per Each	\$ <u>Free</u> \$ <u>Free</u>
4.	Used Antifreeze Recycling per the preceding terms, conditions and statement of work. Price paid to the County or Entities Price paid by the County or Entities	Per Gallon Per Gallon	\$ <u>Free</u> \$ <u>Free</u>
5.	Pads and Oil Absorbents Recycling per the preceding terms, conditions and statement of work. Price paid to the County or Entities Price paid by the County or Entities	Per Each Per Each	\$ <u>N/A</u> \$ <u>85.00</u>
6.	Sludge Recycling per the preceding terms, conditions and statement of work. Price paid to the County or Entities Price paid by the County or Entities	Per Gallon Per Gallon	\$ <u>N/A</u> \$ <u>1.05</u>
7.	Other Liquids Recycling per the preceding terms, conditions and statement of work. Price paid to the County or Entities Price paid by the County or Entities	Per Gallon Per Gallon	\$ <u>N/A</u> \$ <u>0.36</u>
8.	Labor rate per hour for additional services	Hour Rate	\$ <u>45.00</u>
9.	VAC Truck with operator	Hour Rate	\$ <u>85.00</u>

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 14-0625

Name and telephone of person to contact for emergency service: Name: <u>Jason Yates or Mike Patterson</u> Telephone/Cell/Pager/Number: <u>813-892-3961 or 407-427-4518</u> Disaster Assistance Contact Person: <u>Mike Patterson</u> Disaster Contact Number(s): <u>813-892-3961 or 407-427-4518</u> Calendar days required to commence contract: <u>0</u> days		
---	--	--

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☒ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Astatula, FL
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☒ Yes ☐ No If "yes" is checked, provide supporting detail:
Petrotech Southeast, Inc. has its headquarters at 23800 County Road 561, Astatula, FL.

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 14-0625

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): 957399694

General Vendor Information and Bid Signature:

Firm Name: Petrotech Southeast, Inc.
Street Address: 23800 County Road 561, Astatula, FL 34705
Mailing Address (if different): _____
Telephone No.: 407-656-8114 Fax No.: 352-343-2635 E-mail: jason.yates@petrotechse.com
FEIN No. 59-3142880 Prompt Payment Terms: _____ % _____ days, net _____
Signature:  Date: 5/7/14
Print Name: Jason W. Yates Title: Vice President

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- | | |
|---|---|
| ☒ Sole vendor | ☐ Pre-qualified pool vendor based on price |
| ☐ Pre-qualified pool vendor (spot bid) | ☐ Primary vendor for items: _____ |
| ☐ Secondary vendor for items: _____ | ☐ Other status: _____ |

Signature of authorized County official:  Date: 6-10-2014
Printed name: DONNA G. VILLINIS Title: SENIOR CONTRACTING OFFICER

SECTION 5 – ATTACHMENTS

ITB Number: 14-0625

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: References Form

Attachment 2: Lake County Schools Usage Figures

SECTION 5 – ATTACHMENTS

ITB Number: 14-0625

REFERENCES

Agency	Sarasota County Government
Address	8750 Bee Ridge Road
City,State,ZIP	Sarasota, FL 34241
Contact Person	Oland Stoked
Telephone	941-861-1536
Date(s) of Service	2011-2014
Type of Service	Used oil, filter, antifreeze recycling. Absorbent disposal, vacuum truck services
Comments:	

Agency	Orange County Fleet Maintenance
Address	4400 Vineland Road
City,State,ZIP	Orlando, FL 32811
Contact Person	Ron Younger
Telephone	407-836-8251
Date(s) of Service	>10 Years
Type of Service	Used oil, filter, antifreeze recycling. Absorbent disposal, vacuum truck services
Comments:	

Agency	Lake County Solid Waste
Address	13130 County Landfill Road
City,State,ZIP	Tavares, FL 32778
Contact Person	Johnny Taylor
Telephone	352-343-3776
Date(s) of Service	2010-2014
Type of Service	Used oil, filter, antifreeze recycling. Absorbent disposal, vacuum truck services
Comments:	

SALES BY ITEM DETAIL

For the Period 4/1/2013 - 4/9/2014

Work
Order

Date

Item Description

Customer Name

Qty

Unit

ANTIFREEZE-RECYCLING

5/16/2013	127154	ANTIFREEZE-RECYCLING	LCSB/ CLERMONT	150.00	Gallons
7/10/2013	128514	ANTIFREEZE-RECYCLING	LCSB/ CLERMONT	200.00	Gallons
9/13/2013	129906	ANTIFREEZE-RECYCLING	LCSB/ CLERMONT	75.00	Gallons
11/8/2013	131407	ANTIFREEZE-RECYCLING	LCSB/ CLERMONT	80.00	Gallons
1/3/2014	132649	ANTIFREEZE-RECYCLING	LCSB/ CLERMONT	70.00	Gallons
2/27/2014	133992	ANTIFREEZE-RECYCLING	LCSB/ CLERMONT	90.00	Gallons
9/10/2013	129520	ANTIFREEZE-RECYCLING	LCSB/LEESBURG	125.00	Gallons
11/4/2013	129951	ANTIFREEZE-RECYCLING	LCSB/LEESBURG	150.00	Gallons
7/15/2013	128535	ANTIFREEZE-RECYCLING	LCSB/NORTH LAKE	130.00	Gallons
11/8/2013	131408	ANTIFREEZE-RECYCLING	LCSB/SOUTH LAKE	60.00	Gallons
			Total	1,130.00	Gallons

FILTERS-USED OIL/UNCRUSHED

6/10/2013	127622	FILTERS-USED OIL/UNCRUSHED	LCSB/ CLERMONT	1.00	Drums
8/30/2013	129384	FILTERS-USED OIL/UNCRUSHED	LCSB/ CLERMONT	1.00	Drums
4/10/2013	126366	FILTERS-USED OIL/UNCRUSHED	LCSB/NORTH LAKE	1.00	Drums
5/28/2013	127233	FILTERS-USED OIL/UNCRUSHED	LCSB/NORTH LAKE	1.00	Drums
			Total	4	Drums

OIL-USED-PAYABLE

5/16/2013	127154	OIL-USED-PAYABLE	LCSB/ CLERMONT	50.00	Gallons
7/10/2013	128514	OIL-USED-PAYABLE	LCSB/ CLERMONT	160.00	Gallons
9/13/2013	129906	OIL-USED-PAYABLE	LCSB/ CLERMONT	150.00	Gallons
11/8/2013	131407	OIL-USED-PAYABLE	LCSB/ CLERMONT	85.00	Gallons
1/3/2014	132649	OIL-USED-PAYABLE	LCSB/ CLERMONT	85.00	Gallons
2/27/2014	133992	OIL-USED-PAYABLE	LCSB/ CLERMONT	70.00	Gallons
7/8/2013	128494	OIL-USED-PAYABLE	LCSB/LEESBURG	109.00	Gallons
11/4/2013	129951	OIL-USED-PAYABLE	LCSB/LEESBURG	97.00	Gallons
3/3/2014	133953	OIL-USED-PAYABLE	LCSB/LEESBURG	103.00	Gallons
7/15/2013	128535	OIL-USED-PAYABLE	LCSB/NORTH LAKE	219.00	Gallons
5/16/2013	127155	OIL-USED-PAYABLE	LCSB/SOUTH LAKE	70.00	Gallons
7/10/2013	128515	OIL-USED-PAYABLE	LCSB/SOUTH LAKE	140.00	Gallons
9/13/2013	129907	OIL-USED-PAYABLE	LCSB/SOUTH LAKE	85.00	Gallons
11/8/2013	131408	OIL-USED-PAYABLE	LCSB/SOUTH LAKE	110.00	Gallons
1/3/2014	132650	OIL-USED-PAYABLE	LCSB/SOUTH LAKE	50.00	Gallons

2/27/2014	133993	OIL-USED-PAYABLE	LCSB/SOUTH LAKE	70.00	Gallons
			Total	1,653.00	Gallons
OILY WASTE WATER					
9/13/2013	129830	OILY WASTE WATER	LCSB/ CLERMONT	1,000.00	Gallons
10/25/2013	131163	OILY WASTE WATER	LCSB/ CLERMONT MIDDLE SCHOOL	110.00	Gallons
1/31/2014	132866	OILY WASTE WATER	LCSB/ EAST RIDGE HIGH SCHOOL	1,000.00	Gallons
			Total	2,110.00	Gallons
SLUDGE-NON-HAZARDOUS					
1/31/2014	132866	SLUDGE-NON-HAZARDOUS	LCSB/ EAST RIDGE HIGH SCHOOL	195.00	Gallons
			Total	195.00	Gallons
WATER-PETROLEUM CONTACT					
9/19/2013	130295	WATER-PETROLEUM CONTACT	LCSB/BUS DEPOT	44.00	Gallons
			Total	44.00	Gallons



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M. E. Wilson Co., Inc. 300 W. Platt St. Ste 200 Tampa, FL 33606 Robert B. Nation	1-813-229-8021	CONTACT NAME: Sherry Heywood, CRIS PHONE (A/C, No, Ext): 813-984-3603 E-MAIL: sheywood@mewilson.com ADDRESS:	FAX (A/C, No): 813-739-6028
INSURED Petrotech Southeast, Inc. 23800 County Road 561 Astatula, FL 34705		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NAUTILUS INS CO	NAIC # 17370
		INSURER B: GREAT DIVIDE INS CO	25224
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 40135551

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ECP200706310	11/16/13	11/16/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PRO-JECT ☐ LOC						
B	AUTOMOBILE LIABILITY			BAP200706610	11/16/13	11/16/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ ANY AUTO						
	☐ ALL OWNED AUTOS						
	☒ HIRED AUTOS						
	☐ SCHEDULED AUTOS						
	☒ NON-OWNED AUTOS						
A	UMBRELLA LIAB	☒		FFX200706410	11/16/13	11/16/14	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	EXCESS LIAB						
	DED						
	RETENTION \$ 0						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA200706710	11/16/13	11/16/14	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Contractor Poll/Prof Liab			ECP200706310	11/16/13	11/16/14	Limit 1,000,000 Retention 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder mentioned below is an additional insured as respects to general liability coverage. The insurance evidenced by this certificate is primary and non-contributory to any other insurance of the certificate holder and contains waivers of subrogation in favor of the certificate holder as well as severability of interests provisions.

CERTIFICATE HOLDER

Lake County, A Political Subdivison of the State of Florida and Board of County Commissioners

P. O. Box 7800

Tavares, FL 32778-7800

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)
SH004

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40135551

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- ☒ **COVERAGES A AND B – GENERAL LIABILITY**
- ☒ **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. Your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. Your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

BOB McKEE
LAKE COUNTY TAX COLLECTOR

EMPLOYEES 20

TYPE OF PUBLIC SERVICE
BUSINESS

BUSINESS PETROTECH SOUTHEAST INC
23820 CR 561

PETROTECH SOUTHEAST INC
23820 CR 561
ASTATULA, FL 34705

2013 / 2014
LAKE COUNTY BUSINESS TAX RECEIPT
STATE OF FLORIDA



ACCT NO. 109290
RECEIPT NO. 8760028255

EXPIRES SEPTEMBER 30, 2014

ORIGINAL TAX	60.00
PENALTY	0.00
TRANSFER FEE	0.00
AMOUNT PAID	60.00
TOTAL DUE	\$0.00

Receipt #2013-0027604
Paid 08/13/2013 60.00



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Herschel T. Vinyard Jr.
Secretary

July 03, 2013

Jeffery Yates
Petrotech Southeast Inc
23800 County Road 561
Astatula, FL 34705-9497

BE IT KNOWN THAT

Petrotech Southeast Inc
23800 County Road 561
Astatula, FL 34705- 9497

IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Processor, Marketer, Filter Transporter, Filter Transfer Facility, Filter Processor

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)

For regulatory guidance, go to:

http://www.dep.state.fl.us/waste/categories/used_oil/default.htm

The Department of Environmental Protection hereby issues

Registration Number **FLR000159541** on July 03, 2013

Transporter Type: **FH**

This registration will expire on 6/30/2014

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

Janet Ashwood
Engineer Specialist III
Hazardous Waste Regulation Permitting

Collection, Recycling, Disposal of Used Oil and Related

	Vendors>	Petrotech Southeast, Inc.	Safety-Kleen Systems, Inc.
	Location>	Astatula, FL	Sanford, FL
Description	UOM	Bid Price	Bid Price
Used Oil Recycling:			
Price Paid to County/Entities	Gallon	\$1.17	\$0.50
Used Oil-Contaminated Disposal:			
Price Paid to County/Entities	Gallon	Free *	-
Price Paid by County/Entities	Gallon	Free *	\$1.00
Used Oil Filter Recycling:		* Oil must be non-hazardous and >85% oil.	
Price Paid to County/Entities	Each	Free	-
Price Paid by County/Entities	Each	Free	\$35.00
Used Antifreeze Recycling:			
Price Paid to County/Entities	Gallon	Free	-
Price Paid by County/Entities	Gallon	Free	\$1.00
Pads & Oil Absorbents Recycling:			
Price Paid to County/Entities	Each	N/A	-
Price Paid by County/Entities	Each	\$85.00	\$210.00
Sludge Recycling:			
Price Paid to County/Entities	Gallon	N/A	-
Price Paid by County/Entities	Gallon	\$1.05	\$1.35
Other Liquids Recycling:			
Price Paid to County/Entities	Gallon	N/A	-
Price Paid by County/Entities	Gallon	\$0.36	\$1.00
Other:			
Labor Rate for Additional Services	Hour	\$45.00	-
VAC Truck with Operator	Hour	\$85.00	\$75.00
<i>Notes:</i>			
<i>Tabulation for informational purposes only.</i>			
<i>No Addenda issued.</i>			



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date			
Tuesday, July 8, 2014			
Agenda Item Name			
Contract Approval			
Requested Action			
Motion to approve the AT&T lease agreement with the City.			
Staff Report			
The Environmental Services staff recommends the approval of the AT&T Lease agreement to relocate their equipment from the Disston Ave. and Highland Ave. tower over to the Bloxam Ave. and Highland Ave. tower to allow for the future removal of the Disston Ave. tank from service.			
Legal Impact			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Bill of Sale	10594674_Downtown Clermont Relo_Bill of Sale_Final_6-9-14.pdf	
2.	Lease Agreement	10594674_Downtown Clermont Relo_Final Clean Draft_6-9-14.doc	
3.	Memorandum of Lease	10594674_Downtown Clermont Relo_MOL.docx	

BILL OF SALE

This Bill of Sale is made and entered into as of the ____ day of _____, 20____, (the "Transfer Date") by **City of Clermont, a Florida municipal corporation** ("Seller") in favor of New Cingular Wireless PCS, LLC, a Delaware corporation ("Buyer").

1. For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration (including, without limitation, that set forth in the following paragraph), the receipt and sufficiency whereof are acknowledged and intending to be legally bound, Seller hereby sells, assigns and transfers to Buyer and Buyer hereby accepts all of Seller's right, title and interest in and to the property which is described more particularly **on Exhibit "A"** attached hereto ("Property") upon the Transfer Date.

2. Buyer acknowledges and agrees that the Property was acquired by Seller as abandoned property pursuant to a terminated lease agreement dated February 6, 2014 as set forth in Exhibit "B" attached hereto and incorporated herein. Therefore, Seller only represents, warrants and agrees as of the Transfer Date that the Seller's interest in the Property is as set forth in Exhibit "B" and Seller has no information or knowledge and makes any representations of any kind as to any liens, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Buyer's permitted use and enjoyment of the Property under this Bill of Sale.

3. The Property is transferred "AS IS and WHERE IS" with all faults, latent and patent. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF CONDITON, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Buyer agrees to pay any and all sale, use or excise taxes applicable to the sale or transfer of the Property hereunder after the Transfer Date.

5. This Bill of Sale supersedes all prior discussions and agreements between Buyer and Seller with respect to the purchase and sale of the Property and other matters contained herein, and this Bill of Sale contains the sole and entire understanding and agreement between Seller and Buyer with respect thereto.

6. This Bill of Sale shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida.

IN WITNESS WHEREOF, this Bill of Sale has been executed by Seller as of the date set forth above.

Seller:

Witnessed By:

**City of Clermont
a Florida municipal corporation**

By: _____

By: _____

Name: _____

Name: _____

By: _____

Title: _____

Name: _____

Date: _____

Witnessed By:

By: _____

Name: _____

By: _____

Name: _____

Buyer:

NEW CINGULAR WIRELESS PCS, LLC,

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

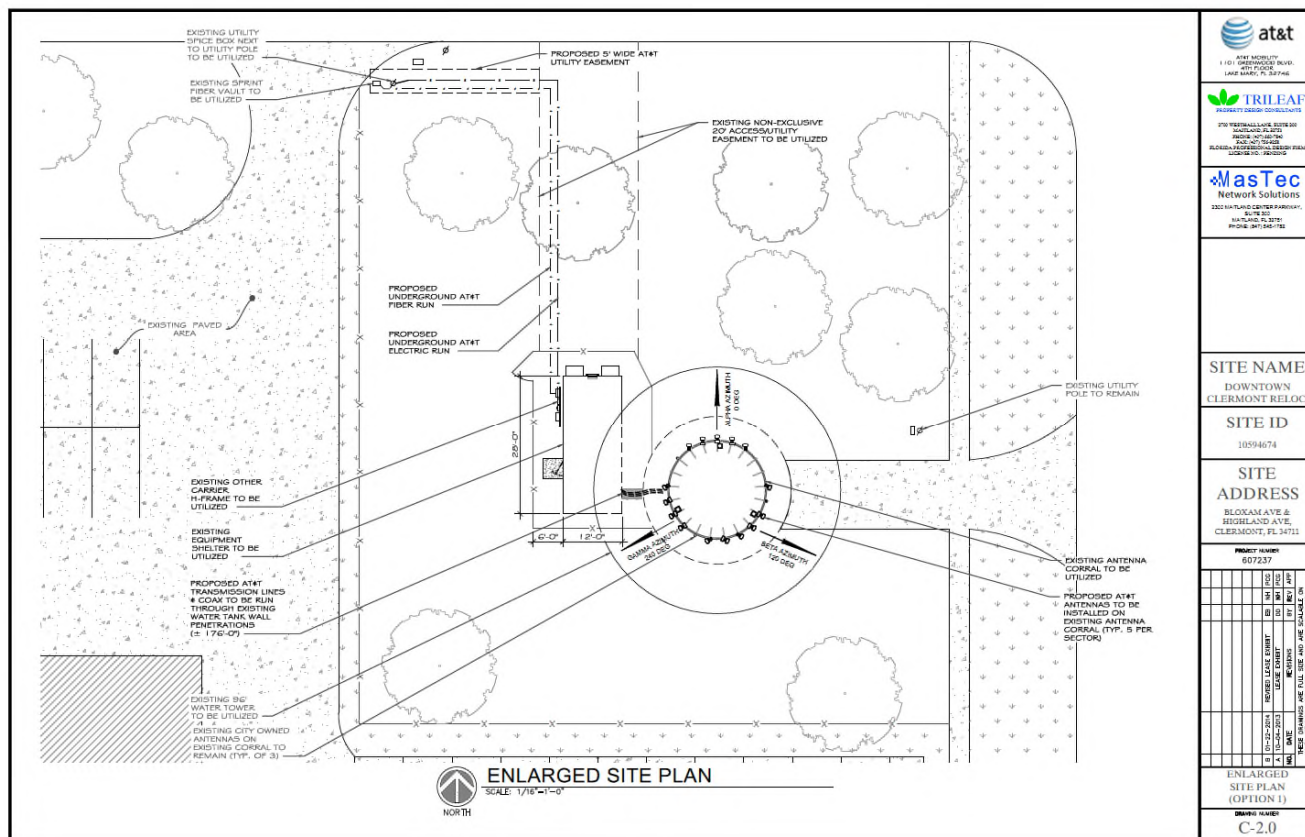


EXHIBIT B

LEASE TERMINATION AGREEMENT
AND
GENERAL RELEASE

This LEASE TERMINATION AGREEMENT AND GENERAL RELEASE (the "Agreement") is made as of 2/6, 2014, by and between Nextel South Corp., a Georgia corporation ("Nextel") and City of Clermont, a Florida municipal corporation ("Owner") with reference to the following facts, understandings and intentions:

RECITALS

A. Owner owns certain property located at 1102 Bloxam Ave., Clermont, Florida ("Owner's Property"). Nextel, as lessee or tenant (or successor in interest to the lessee or tenant), and Owner, as lessor or landlord (or successor in interest to the lessor or landlord), are parties to that Communications Site Lease Agreement dated July 26, 2005 (the "Lease") whereby Owner leases to Nextel a portion of Owner's Property, as further described in the Lease (the "Site").

B. Nextel uses the Site for a communications facility that, pursuant to the Lease, may include among other things, an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment room or shelter and pad, cable wiring, conduit runs, radios and other electronic equipment, transmitting and receiving antennas and microwave dishes, batteries and other power sources (possibly including a generator and pad), related fixtures and supporting equipment, and structures therefor (collectively, the "Communications Facility").

C. By mutual agreement, Nextel and Owner desire to terminate the Lease, effective as of the Termination Date (as defined below).

D. Nextel and Owner are willing to so terminate the Lease, pursuant to the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Date of Termination; Final Payment.

a. The Lease is hereby canceled and terminated effective at 11:59 p.m. on June 30, 2014, or the date Nextel vacates and surrenders the Site pursuant to Section 2a below, whichever first occurs ("Termination Date"). From and after the Termination Date, neither Owner nor Nextel will have any further rights or obligations under the Lease, and Nextel will have no further right or interest with respect to the Site.

b. In full and final payment of any and all sums due or owing by Nextel to Owner under the Lease or otherwise in connection with Owner's Property or the Site, Nextel will make a final payment of Four Thousand Two Hundred Twenty One and 30/100 Dollars (\$4,221.33) in the same time and manner as rent is currently paid by Nextel, constituting Rent and other charges (if applicable) for the final month of the Lease (the "Final Payment").

2. Vacation and Surrender of the Site; Site Acceptance.

a. Owner and Nextel have expressly agreed that, on or before the Termination Date, Nextel will vacate and surrender the Site to Owner in its current "AS-IS" condition, except that Nextel will:

- i. Perform the following restoration work (the "Restoration Work"):
 - (a) Nextel shall patch and close all open holes and penetrations as a result of the removal of Nextel's equipment.
 - (b) **Cleaning Restoration** - Cleaning Restoration is limited to the Site as defined in the Lease where Nextel Equipment was installed and in contact with the Site prior to the Nextel Removed Equipment. Nextel will have no obligation for Cleaning Restoration to the entire Site or portions of the Site where Nextel Equipment was not installed or in contact with the Site.
- ii. Remove from the Site the following (the "Removed Equipment"):
 - (a) **Antenna** - Remove Antenna and mounting hardware.
 - (b) **Cable/Hardware** - Remove Coax lines and related hardware.
 - (c) **Radio/Hardware** - Remove all iDEN radio equipment (base radios, ISC's rectifiers, AC-DC Power plants batteries, racks, controller, DC power, and related support hardware).
 - (d) **Generator and Fuel Storage Tank Removal** - Remove generator and fuel storage tanks, including draining and disposal of fluids (oil, fuel, anti-freeze), and disconnection of electrical and Telco conduits.
 - (e) **Hazardous Material Handling Requirements** - Remove and dispose of all materials that may be considered hazardous.

Nextel will have no further obligation (notwithstanding anything to the contrary contained in the Lease or otherwise) to remove the Communications Facility (all of which will be deemed abandoned by Nextel and accepted by Owner) or otherwise repair or restore the Site or any other portion of Owner's Property.

b. Upon Nextel's vacation of the Site, Owner and Nextel will each execute duplicate originals of the "Site Acceptance and Release" in the form attached hereto as Exhibit A ("Site Acceptance"). Owner's execution of the Site Acceptance will constitute conclusive evidence and proof that Nextel has vacated and surrendered the Site to Owner in the condition

required by the Lease and this Agreement, and that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property will be deemed abandoned by Nextel and accepted by Owner, on the terms set forth therein.

3. Release of Obligations. Except for Owner's and Nextel's respective rights to enforce the provisions of this Agreement and the Site Acceptance, effective as of the Termination Date, Owner and Nextel, for themselves and their respective parent, subsidiary and related corporations, partners, affiliates, heirs, successors and assigns, do each hereby release and forever discharge each other and their present and former directors, officers, shareholders, managers, agents, trustees, beneficiaries, attorneys and employees (the "Released Parties") from all obligations, damages, losses, costs, expenses and liabilities whether known or unknown, contingent or direct, liquidated or unliquidated, and from any claims, demands, judgments, actions or suits of any kind (collectively, "Claims") which they may have against one another arising out of or relating to the Lease, and the use and occupancy of Site, the Communications Facility and/or Owner's Property, including without limitation, any attorneys' fees incurred in connection therewith. Each party acknowledges the possibility that the other party may have unknown Claims against the other arising out of or related to the Lease, and the use and occupancy of Site, the Communications Facility and/or Owner's Property, and that by signing this Agreement, each party expressly waives such Claims. The parties further acknowledge that the consideration for this mutual release takes into account the possibility of such further Claims.

4. Voluntary Agreement. The parties have read this Agreement and the releases contained herein and, on advice of counsel, have freely and voluntarily entered into this Agreement with full understanding of its terms.

5. Recitals. The above recitals are an integral and substantive part of this Agreement and are incorporated herein.

6. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party will be entitled to recover attorneys' fees and expenses from the other.

7. Successors. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

8. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which will be deemed to be an original, and all of which taken together will constitute one and the same agreement. The parties agree that their signatures may be delivered by fax or email.

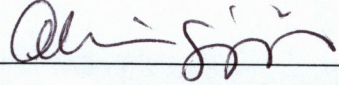
9. Governing Law. The validity, interpretation, construction and performance of this Agreement will be controlled by and construed under the laws of the state in which the Site is located.

SIGNATURES ON FOLLOWING PAGE

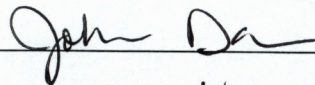
IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement and General Release as of the date and year first above written.

"NEXTEL"

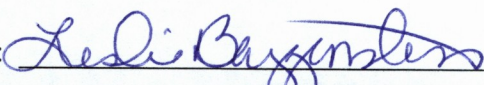
Signed, sealed and delivered in the presence of : Nextel South Corp.,
a Georgia corporation



Printed Name: Allison Githin



Printed Name: Johnna Davis

By: 

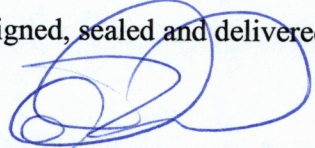
Printed Name: Leslie Baggenstoss

Title: Real Estate Manager

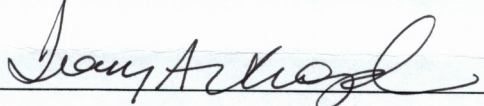
Date: 2/6/2014

"OWNER"

Signed, sealed and delivered in the presence of : City of Clermont,
a Florida municipal corporation



Printed Name: DANIEL MANTZARIS



Printed Name: Tracy Ackroyd

By: 

Printed Name: Harold S. Tueville, Jr.

Title: Mayor

Date: January 18, 2014

Exhibit A

SITE ACCEPTANCE and RELEASE

This SITE ACCEPTANCE and RELEASE is made as of 2/6, 2014 ("Effective Date"), by and between Nextel South Corp., a Georgia corporation ("Nextel") and City of Clermont, a Florida municipal corporation ("Owner") with reference to the following facts, understandings and intentions:

A. Owner and Nextel are parties to that LEASE TERMINATION AGREEMENT and GENERAL RELEASE dated 2/6, 2014 (the "Agreement"), that terminated a Lease for a Site on Owner's Property located at 1102 Bloxam Ave., Clermont, Florida (Nextel Site # FL2084), all terms of which are incorporated herein. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

B. Nextel used the Site for a communications facility that may have included, among other things, an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment room or shelter and pad, cable wiring, conduit runs, radios and other electronic equipment, transmitting and receiving antennas and microwave dishes, batteries and other power sources (possibly including a generator and pad), related fixtures and supporting equipment, and structures therefor (collectively, the "Communications Facility").

C. Nextel removed some or all of the Communications Facility and restored the Site and Owner's Property to the condition required by the Lease and the Agreement, and Nextel vacated and surrendered the Site to Owner as of the Effective Date. The parties now desire to execute this Site Acceptance and Release, pursuant to the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the provisions set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner hereby acknowledges that, as of the Effective Date, Nextel has vacated, surrendered and restored the Site and Owner's Property to the condition required by the Lease and the Agreement and that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property shall be deemed abandoned by Nextel (collectively, the "Abandoned Property"); Owner accepts any such Abandoned Property in its present condition "AS-IS", "WHERE-IS" and "WITH ALL FAULTS", and without any representations, warranties, promises, covenants or guaranties whatsoever, express, implied, oral, written, statutory or otherwise (including, without limitation, no warranties of merchantability, marketability, profitability, fitness for a particular purpose or conformity to models or materials); and Owner fully and forever releases Nextel and the Released Parties from all Claims and any and all liability whatsoever in connection with the foregoing and the Lease, and agrees to indemnify, defend and hold Nextel and the Released Parties harmless from and against all Claims and any and all losses, costs, liabilities, damages, claims, actions and causes of action (including attorneys' fees and court costs) arising out of or relating in any way to any such Abandoned Property (including without limitation any Claims that permits or local zoning or other regulations require telecommunications equipment to be removed).

SIGNATURES ON FOLLOWING PAGE

Executed on _____, _____

“NEXTEL”

Signed, sealed and delivered in the presence of :

Nextel South Corp.,
a Georgia corporation

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

Date: _____

“OWNER”

Signed, sealed and delivered in the presence of :

City of Clermont,
a Florida municipal corporation

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

Date: _____

LB

Market: North Florida
Cell Site Number: ORLNFLU0441
Cell Site Name: Downtown Clermont Relo
Fixed Asset Number: 10594674

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Clermont, a Florida municipal corporation having a mailing address of 685 West Montrose Street, Clermont, FL 34711 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 1102 Bloxam Avenue, Clermont, FL 34711 (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement. Tenant is currently leasing, operating and maintaining its communication business with the Landlord on the Disston Water Tank ("**Disston Tank**"), Tenant FA No, 10019967/DT Clermont. Landlord has future plans to demolish the Disston Water Tank at some date in the future that is still undetermined. Landlord and Tenant desire to relocate Tenant's communication business from the Disston Water Tank, under this Agreement, to the 1102 Bloxam Avenue water tank at a date sometime after June 30, 2014, when Landlord's tenant, Nextel South Corp. has removed its equipment from the 1102 Bloxam Avenue water tank per that certain Lease Termination Agreement and General Release dated February 6, 2014 between Nextel South Corp. and Landlord.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant:

(i) approximately 20' x 44' square feet including the air space above such rooftop/basement/ground space, as described on attached **Exhibit 1** for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the building's rooftop and/or façades, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises**."

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that the Communication Facility shall be constructed and installed in substantial accordance with the drawings of the initial installation of the Communication Facility, set forth in **Exhibit 1 attached hereto and incorporated herein**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Upon approval of any required revised drawings by Landlord, Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees, to the extent that the additional portion of the Property is not otherwise encumbered and available, to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant. Any consents or approvals by Landlord are not to be unreasonably withheld, conditioned or delayed.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance Four Thousand and No/100 Dollars (\$4,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date. Simultaneously, the rent due from Tenant to Landlord on the Disston Water Tank will terminate upon the Rent Commencement Date of this Agreement unless Tenant's equipment is still operating on the Disston Tank. Then the rent due on Disston Tank will be due until Tenant can successfully operate its Communication Facility to transmit and receive. Tenant will provide written notice when equipment on Disston Tank is no longer operating, then the Disston Tank rent will terminate.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the yearly Rent will increase by five percent (5%) over the Rent paid during the previous year. .

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation and 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use, not existing as of the date Tenant occupies the Premises, on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) To the extent provided by law and without waiving any sovereign immunity it may enjoy Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) To its best knowledge and belief and without the benefit of any investigation, Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the

environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord, to the extent provided by law and without waiving any sovereign immunity it may enjoy, and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within

one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) The Landlord reserves the right to perform maintenance on the water tank, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the facility, provided Landlord gives Tenant ninety (90) days notice of the intended work and the opportunity to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communication Facility generally, to protect them from damage. Tenant will be permitted to install any type of temporary facility necessary to keep its Communication Facility operational. Further, any maintenance will be conducted by Landlord as diligently and expeditiously as commercially reasonably possible.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant's Affiliate or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Tenant shall not have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's prior written consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: ORLNFLU0441; Cell Site Name: Downtown Clermont Relo
Fixed Asset #: 10594674; State Where Site Located: Florida
575 Morosgo Drive NE,
Suite 13-F West Tower,
Atlanta, GA 30324

With a copy to Legal:

New Cingular Wireless PCS, LLC
Re: Cell Site #: ORLNFLU0441; Cell Site Name: Downtown Clermont Relo
Fixed Asset #: 10594674; State Where Site Located: Florida
AT&T Legal Department – Network
208 S. Akard Street,
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Clermont
Attn.: City Manager
685 West Montrose Street
Clermont, FL 34711

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such

time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site # ORLNFLU0441; Cell Site Name: Downtown Clermont Relo, FL
Fixed Asset No: 10594674
Suite 13-F West Tower
575 Morosgo Drive
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision

or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims

that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law. Venue for

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all

reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Radon Gas.** In accordance with Florida Law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

City of Clermont
a Florida municipal corporation

WITNESS:

Print Name: _____

Print Name: _____

By: _____
Print Name: Harold S. Turville, Jr.
Its: Mayor
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

WITNESS:

Print Name: _____

Print Name: _____

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: John M. Collins
Its: Area Manager, Construction & Engineering
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the Area Manager-Construction & Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, Harold S. Turville, Jr. personally came before me and acknowledged under oath that he or she:

- (a) is the Mayor of the City of Clermont, the Florida Municipal Corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Structure Lease Agreement dated _____, 20____, by and between City of Clermont, a Florida municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

DESCRIPTION OF AT&T LEASE AREA
A PARCEL OF LAND BEING A PORTION OF LOT 234, CLERMONT HEIGHTS, AS RECORDED IN PLAT BOOK 4, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 235 OF SAID CLERMONT HEIGHTS; THENCE ON A GRID BEARING OF N89°00'00"W ALONG THE NORTH LINE OF SAID LOT 235, A DISTANCE OF 65.70 FEET; THENCE S00°46'00"W A DISTANCE OF 42.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°46'00"W A DISTANCE OF 38.00 FEET; THENCE N89°14'00"W A DISTANCE OF 20.00 FEET; THENCE N00°46'00"E A DISTANCE OF 38.00 FEET; THENCE S89°14'00"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND SITUATE WITHIN LAKE COUNTY, FLORIDA CONTAINING 760.00 SQUARE FEET MORE OR LESS.

DESCRIPTION OF AT&T ACCESS AND UTILITY EASEMENT
A PARCEL OF LAND BEING A PORTION OF LOT 234, CLERMONT HEIGHTS, AS RECORDED IN PLAT BOOK 4, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 235 OF SAID CLERMONT HEIGHTS; THENCE ON A GRID BEARING OF N89°00'00"W ALONG THE NORTH LINE OF SAID LOT 235, A DISTANCE OF 65.70 FEET TO THE POINT OF BEGINNING; THENCE S00°46'00"W A DISTANCE OF 42.65 FEET; THENCE N89°14'00"W A DISTANCE OF 20.00 FEET; THENCE N00°46'00"E A DISTANCE OF 42.73 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 234; THENCE S89°00'00"E ALONG THE NORTH LINE OF SAID LOT 234, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND SITUATE WITHIN LAKE COUNTY, FLORIDA CONTAINING 853.76 SQUARE FEET MORE OR LESS.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Structure Lease Agreement dated _____, 20____, by and between City of Clermont, a Florida municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

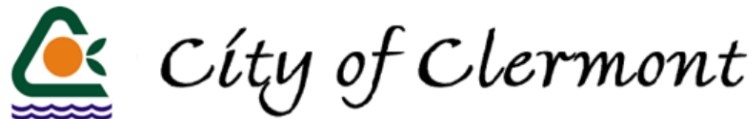
Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]



June 9, 2014

Building Staff / Security Staff
City of Clermont
685 W Montrose
Clermont, FL 34711

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

Lea Collins
United Commercial Real Estate Services Inc
801 International Parkway, Suite 500
Lake Mary, FL 32746

Return to:

AT&T Mobility
1101 Greenwood Blvd
Lake Mary, FL 32746
Attn: Lease Administration

Re: Cell Site #ORLNFLU0441; Cell Site Name: Downtown Clermont Relo
Fixed Asset Number: 10594674
State: Florida
County: Lake

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between City of Clermont, a Florida municipal corporation, having a mailing address of 685 West Montrose Street, Clermont, FL 34711 (hereinafter referred to as “**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Driver, Atlanta, GA 30324 (hereinafter referred to as “**Tenant**”).

1. Landlord and Tenant entered into a certain Structure Lease Agreement (“**Agreement**”) on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

City of Clermont
a Florida municipal corporation

WITNESS:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

WITNESS:

Print Name: _____

Print Name: _____

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: John M. Collins

Its: Area Manager, Construction & Engineering

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the Area Manager, Construction & Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

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My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

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Prepared by:

Lea Collins
United Commercial Real Estate Services Inc
801 International Parkway, Suite 500
Lake Mary, FL 32746

Return to:

AT&T Mobility
1101 Greenwood Blvd
Lake Mary, FL 32746
Attn: Lease Administration

Re: Cell Site #ORLNFLU0441; Cell Site Name: Downtown Clermont Relo
Fixed Asset Number: 10594674
State: Florida
County: Lake

**MEMORANDUM
OF
LEASE**

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

City of Clermont
a Florida municipal corporation

WITNESS:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

WITNESS:

Print Name: _____

Print Name: _____

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: John M. Collins

Its: Area Manager, Construction & Engineering

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the Area Manager, Construction & Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, July 8, 2014					
Agenda Item Name					
Equipment Surplus					
Requested Action					
Move to approve request to surplus Police and Fire Department equipment.					
Staff Report					
The Police Department is requesting to surplus one motorcycle. The motorcycle (VIN# 1HD1FHM147Y682170) was purchased in 2007 and currently has 69,205 miles. It is being requested to be declared surplus due to its high mileage and cost to maintain. The department recently purchased a replacement motorcycle that was included in the current year budget. The Fire Department is requesting to surplus various diving equipment items. The items have been purchased over the last several years and with the department dive team no longer in use, the equipment is not needed.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. PD Motorcycle Surplus			Motorcycle Surplus.pdf		
2. Fire Dept Diving Equipment			Fire Dept Diving Equipment - 6-30-14.pdf		

Police Department Motorcyle

Purchased	4/6/2007
Unit	2159
Year	2007
Model	FLHP
VIN #	<i>1HD1FHM147Y682170</i>
Mileage	69,205

Itemized List

Serial # Unit Price Quantity Total

1st Stage Aqua Lung Calypso	1025868	\$350	1		
1st Stage Aqua Lung Calypso	1025787	\$350	1		
1st Stage Mares MR12	LA10128	\$300	1		
1st Stage Mares MR12	LAP20941	\$300	1		
1st Stage regulator Daycor	N/A	\$350	1		
2nd Stage Aqua Lung Calypso	1025787	\$145	1		
2nd Stage Mares Axis PRO	LAP20941	\$145	1		
2nd Stage Regulator Aqua Lung Calypso	1025868	\$145	1		
2nd Stage regulator Daycor XP Pacer	67465	\$145	1		
2nd stage regulator Mares Axis	LA10128	\$145	1		
Air Cylinder Luxfer 80ft	P498740	\$180	1		
Air Cylinder Luxfer 80ft	P498274	\$180	1		
Air Cylinder Luxfer 80ft	P497359	\$180	1		
Air Cylinder Luxfer 80ft	P755091	\$180	1		
Air Cylinder Luxfer 80ft	P755103	\$180	1		
Air Cylinder Luxfer 80ft	P754529	\$180	1		
Air Cylinder Luxfer 80ft	P755097	\$180	1		
Air Cylinder Luxfer 80ft	P322375	\$180	1		
Air Supply Spare Air 3.0	N/A	\$250	3		
BC Aqua Lung Wave LG	N/A	\$376	1		
BC Aqua Lung Wave XL	N/A	\$376	1		
BC Daycor Formula XL	N/A	\$376	1		
BC Mares Vector Origin M	N/A	\$280	1		
BC Oceanic PRO Tour XL	N/A	\$500	2		
BC US DIVERS Calypso SM	N/A	\$280	1		
Boat Anchor Generic	N/A	\$20	1		
Compass Aeris	N/A	\$45	2		
Compass Analog Aeris	N/A	\$45	1		
Twin Console Daycor w/ depth/PSI	N/A	\$160	1		
Dive Boots DUI Size 10	N/A	\$100	1		
Dive Boots DUI Size 11	N/A	\$100	2		
Dive Boots DUI Size 13	N/A	\$100	1		
1 slide bar and Bottle holders	N/A	\$0	8		
Dive Knife Tusa	N/A	\$35	4		
Dry Suit DUI LG	50225-L	\$1,440	1		
Dry Suit DUI LG	50224-L	\$1,440	1		
Dry Suit DUI XL	050402-XL	\$1,440	1		
Dry Suit DUI XXL	050398-XXL	\$1,440	1		
Flag Floating	N/A	\$16	3		

Full Face Mask Ocean Reef Neptune 2	N/A	\$985	4		
Hard Weight 2lbs	N/A	\$6	2		
Hard Weight 4lbs	N/A	\$12	2		
LP Hose	N/A	\$25	7		
Nylon Hard Weight Belt	N/A	\$8	1		
Nylon Soft Weight Belt Generic	N/A	\$20	6		
Octopus Aqua Lung	K3115043	\$145	1		
Octopus Aqua Lung	K3115262	\$145	1		
Octopus Daycor XP Pacer	106440	\$145	1		
Octopus Mares Axis	OX63444	\$119	1		
PFD Boat Mate	N/A	\$90	2		
PFD Stearns	N/A	\$100	1		
Spot Light Laser PRO Rechargeable	N/A	\$200	3		
Tow Board Generic	N/A	\$85	2		
Triple console Aeris w/ SPG/Compass	N/A	\$230	1		
Triple Console Mares w/ SPG/ depth compass	N/A	\$200	1		
Twin Console Suunto PSI/Depth	N/A	\$250	2		
Underwater Comm. Controller Ocean Reef	N/A	\$1,250	1		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, July 8, 2014					
Agenda Item Name					
Event Request					
Requested Action					
Move to approve the request					
Staff Report					
The Clermont Downtown Partnership is requesting from the City of Clermont to continue to hold the Family Food Truck events in downtown Clermont on the first Friday of every month. The Clermont Downtown Partnership is asking to have the following event relocate location to City Hall Park due to the overwhelming positive response from the June 6, 2014 event. The Clermont Downtown Partnership is asking to have the following for each event: 1. Allow food trucks in downtown Clermont on the first Friday of each month starting August 1, 2014 and continuing through July 3, 2015. 2. Allow Montrose Street to be closed from the entrance of City Hall to the public parking lot in front of the Animal League. Also allow 7th Street to be closed from City Hall parking lot entrance to the entrance of the Elks parking lot. (see map for details of road closures). 3. City staff to provide barricades, trash cans, trash service, and access to the trail head restrooms for each event. 4. Allow the Food Truck Banners to be placed on the corner of 8th street and Hwy 50 during the week of the event. 5. Allow live family friendly bands to perform on City Hall Park grounds during the event.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	

Exhibits Attached (copies of original agreements)

- | | | |
|----|------------------------------|---|
| 1. | Food Truck Relocation Packet | Food Truck Relocation 2014-2015- Council Packet.pdf |
|----|------------------------------|---|



June 16, 2014

The Clermont Downtown Partnership initiated a Family Food truck night in May 2012. This event has proven to meet the objectives of the partnership in;

1. The promotion of Downtown Clermont contributing to increased awareness of the historic business district;
2. Additional revenue for the merchants that have remained open during the event hours;
3. Provision of a revenue stream for the Clermont Downtown Partnership to self-fund this event

On June 6, 2014, the event's second anniversary was observed, with advance consent of the City of Clermont, with the addition of Music On Montrose, an evening of free entertainment for the Greater Clermont community and for visitors to our city. The two years of a sustainable community event was demonstrably enhanced by the introduction of quality, free to the public, entertainment at the new City Hall Park.

The Partnership wishes to respectfully request the continuation of this event with the change of scope and venue initiated on Friday, June 6, 2014. The scope is to continue hosting the Food Truck event and to include music performances on the west side of City Hall. A variety of music genres will be booked, a separate genre for each month. Controversial lyrics or genres will not be booked for this family-oriented event. The venue of City Hall Park, the site of the former Jenkins building, was very well received on June 6th, and is requested for continuation of the event. Current council approval is through November of 2014 on Minneola Avenue. This request is to continue the event beginning August 2014 until August 2015, on the first Friday of the month at City Hall Park, the dates as follows;

August 1, 2014	December 5, 2014	April 3, 2015
September 5, 2014	January 2, 2015	May 1, 2015
October 3, 2014	February 6, 2015	June 5, 2015
November 7, 2014	March 6, 2015	July 3, 2015

The requested support from the City of Clermont includes providing barricades, garbage cans, and scheduled assignment for the officers assigned downtown. Street closures will include; Montrose from

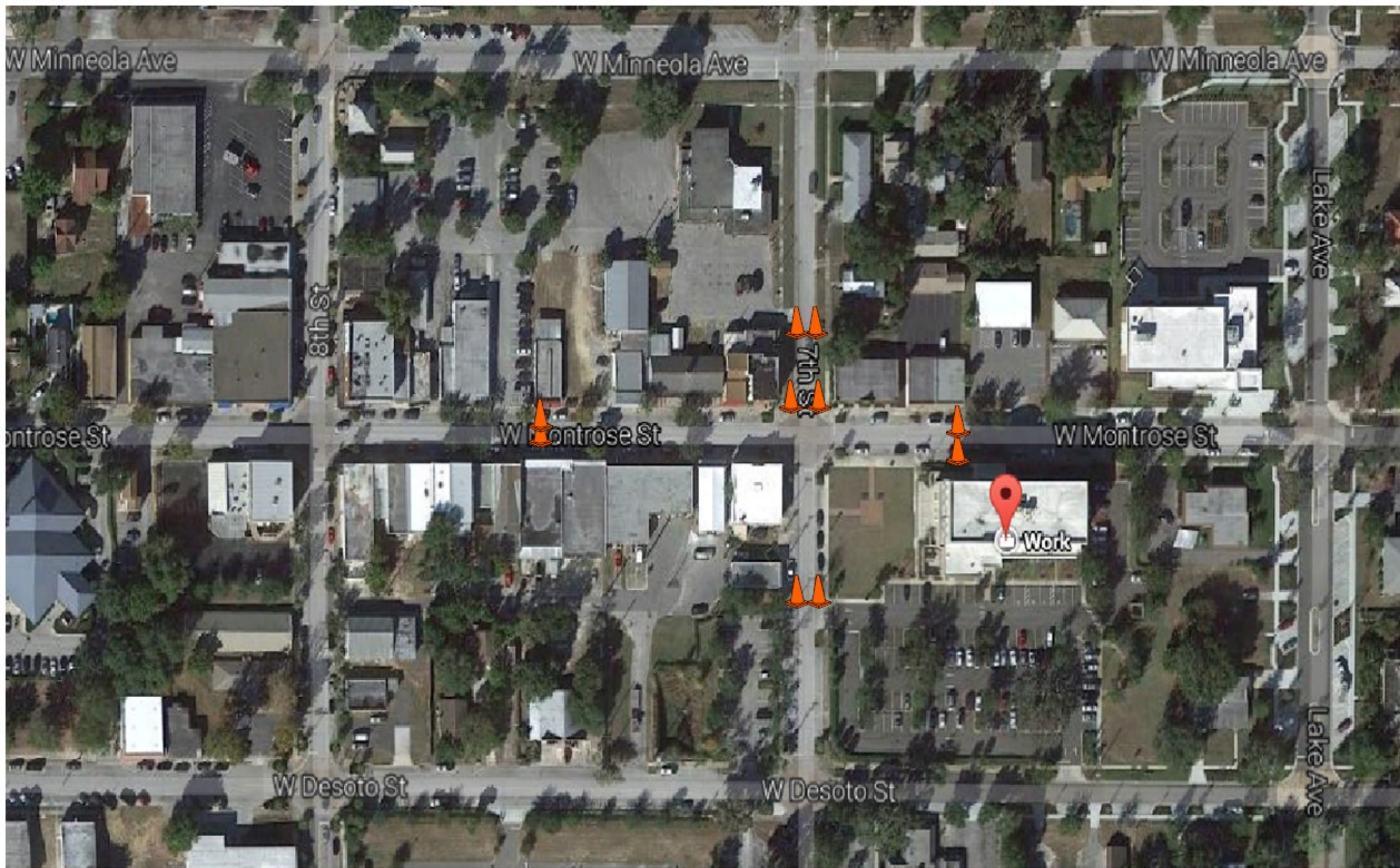
Clermont Downtown Partnership
P.O. Box 120734
Clermont, Florida 34712
www.ClermontDowntownPartnership.com

in front of City Hall West to the access drive to the City parking lot between the Animal League building and the old Olivenbaum office. The driveway will be open for vehicles to use the lot. 7th Street from the access of the City hall parking lot north to the drive of the Elks lodge parking lot. Again, these access points will be open for vehicles to use.

Thank you for your consideration of this request.

Mary Prescott, Clermont Downtown Partnership Coordinator

Clermont Downtown Partnership
P.O. Box 120734
Clermont, Florida 34712
www.ClermontDowntownPartnership.com



New Food Truck - Road Closure Proposal 2014-2015

Road Closure



CITY OF CLERMONT EVENT APPLICATION

If approved, this application will be subject to the attached use agreement and responsible for any charges associated with this rental.

Date of Application: 6/16/14 Name of Event: Music on Montrose/Food
Date(s) of Request: 1st Friday Actual Event Hours Start: 5:30p End: 9:30p Truck
(All events must end no later than 10pm)
Set Up Hours Start: 5p End: 10p Breakdown Hours Start: _____ End: _____

Please list all City of Clermont facilities and/or streets being requested:

City Hall, Public Parking, 7th between City, pkg & ELKS.

Name of Organization/Renter: Clermont Downtown Partnership

Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government

Tax Exempt: ☐ Yes ☒ No If Yes, you must provide your Tax Exempt # _____

Federal ID #/Drivers License #: _____

Website: www.Clermontdowntown

Event Contact: Mary Prescott

Email: partnership@mprescott@cfl

Day Phone: 352-406-0908 Cell Phone: same

Other Phone/Fax: _____

Address: P.O. Box 120734

City: Clermont

State: FL

Zip: 34712

Secondary Contact: _____

Phone#: _____

Briefly Describe Event:

Music in City Hall Park, Food trucks
on 7th & Montrose

(Please attached any additional information such as a flyer, brochure or anything else that is pertinent to your event)

Do you have any special requests? (i.e. road closures, electrical, extra trash needs, special cleaning or stocking of bathrooms, etc):

barricades, trash cans, police support

Event Participants: _____

Expected Attendance: 750 +/-

of Vehicles: _____

Are you planning on having food? ☒ Yes ☐ No

Type of food:

Food trucks

Are you planning on selling food? ☒ Yes ☐ No

Will you have an admission fee: ☐ Yes ☒ No

If yes, how much: _____

Do you intend to set up tents? ☒ Yes ☐ No If yes, then how big, how many and where? 1 10x10

(a special tent permit may be required)

****Please attach a proposed layout showing your event including parking, set up, tents, event items, etc.**

I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities, buildings and fixtures are not damaged, that all equipment has been properly stored and additional cleanup is not necessary. I understand all rental fees and deposit is required at time of reservation.

Applicant Signature

Date

Rules received and read (initial): MP

City of Clermont Recreation Department, 685 W. Montrose Street, Clermont, FL 34711
(352) 241-7352 phone, (352) 394-3542 fax, www.cityofclermontfl.com



CITY OF CLERMONT COST ESTIMATOR

Name of Event: _____ Date: _____

Event Contact: _____ Day Phone: _____

Refund Payable To: _____

Refund Mailing Address: _____

ITEM	RESIDENT	NON RESIDENT	COMMENTS	TOTAL
Event Application	\$10	\$10	Non refundable	\$10
City Property Event Deposit	\$150	\$150		
Additional City Staff - Per Hour (minimum 1 person)	\$25	\$25	Per Person Per Hour	
Set Up Staff - Per Hour (minimum 2 people)	\$25	\$25	Per Person Per Hour	
Tear Down Staff - Per Hour (minimum 2 people)	\$25	\$25		
Trash/Bathroom Event Staff - Per Hour (minimum 2hr)	\$25	\$25		
Dumpster - Per 20 Yard Dumpster	\$400	\$400		
Police Officer - Per Hour (four hour minimum)	\$25	\$25		
			Total Rental Estimated Costs	
			Applicable Sales Tax 7%	
			Total Application & Deposit Costs	
			Grand Total	

* Resident is defined by living, owning a business or owning land inside the City limits of Clermont

** Cleaning Fee will be taken out of deposit based on condition of facilities left

*** If applicable all fees paid must include 7% sales tax

Payments and Reservations:

The event application form accompanied by total estimated fees, event deposit and appropriate insurance and waivers, must be signed by the applicant and approved by the Parks and Recreation Department before a reservation can be guaranteed. Applications and fees should be received no later than 14 calendar days prior to required use. Please drop off or mail these forms with payment to the City of Clermont Recreation Department located at Clermont City Hall, 685 West Montrose Street, Clermont, FL 34711. Please remember your request will not be reserved until all required fees are paid. Payment may be made in the form of cash, Money Orders, or Check payable to the City of Clermont.

Hold Harmless/Insurance Agreement:

The user will indemnify and hold harmless the City of Clermont from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of, or resulting from the occupancy of the Park by the User, its agents, servants, invitees, and guests under this license.

The user will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to all persons and property in the Park.

The User will comply with all laws, ordinances, regulations, or other orders regarding the safety of persons or property, or their protection from damage, injury or loss.

The applicant shall supply, when required, a Certificate of Insurance reflecting minimum coverage \$500,000 Comprehensive General Liability Insurance, without deductibles, per occurrence. The City of Clermont shall be named as an additional insured, which shall be noted on the Certificate of Insurance. The Certificate shall indicate that the applicant's insurance policy shall not be cancelled without thirty days prior written notice to the City of Clermont.

The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply the Certificate of Insurance to the City of Clermont no later than fourteen (14) calendar days prior to the Program/Event Date. Also, the undersigned agrees to be responsible for damage to facilities and conduct of persons in the program and/or event. Parking is permitted only in designated areas of the park. There is no parking allowed at any place of business or residence near the park unless written permission is granted by each individual owner in advance.

Mary Prescott Mary Prescott 6/16/14
Applicant Name Applicant Signature Date

DEPARTMENT USE ONLY

(To be filled out by City of Clermont Staff)

Application Fee \$ _____ Rental Fee/s \$ _____ Security Deposit Fee \$ _____ Check # _____

Total Estimated Fees and Deposit Required at Booking: \$ _____ Date _____

Total Estimated Rental Fees Due Before Event: \$ _____ Date _____

Rental Fees Received: \$ _____ Date: _____ Receipt # _____

Key #/Code Issued with Date: _____ Date Key Returned: _____

Condition of Facilities at completion of event: _____

Amount of Refund Issued: _____ Date Refund Issued: _____

Special Notes: _____

CITY OF CLERMONT

SPECIAL EVENT RULES & REGULATIONS

The guidelines and procedures specified through this document will govern all Special Event Requests for the City of Clermont property. These guidelines will be administered and enforced by the City of Clermont. Failure to adhere to any of these conditions may result in immediate cancellation of the existing contract/agreement and future use of requests for City of Clermont property.

Any inquiries pertaining to these guidelines or requests for interpretation of application should be sent to the Recreation Manager's office for a decision or clarification. Further action may be taken to the City Manager's office as an appeals process.

I. APPLICATION

- A. Application requests should be made well in advance to insure appropriate consideration by the Recreation Department or City Council. An application request form will be furnished by the Recreation Department at Clermont City Hall, which must be filled out and approved by a recreation staff member or City Council depending on the level of need for request. The appropriate fees, deposit and paperwork must be submitted at the time of the reservation. An application or request is not considered complete until all applicable fees and deposits are received.
- B. Reservations cancelled outside of thirty (30) days of the scheduled event will be subject to a full refund of any deposit and rental fees collected. An event cancelled within twenty-nine (29) days of the event will receive 50% of their deposit fees. An event cancelled within nine (9) days will forfeit all deposit and event funds. Application fees are not refundable.
- C. The City of Clermont Special Event hours of operation are Monday through Sunday, from 7:00 AM – 10:00 PM. No activities shall go past 10:00 PM. All activities should schedule appropriate times for set up and clean up and must schedule and if required, pay for the entire amount of the usage time.

II. GENERAL RULES

- A. Users are to remain in requested area(s) and are responsible for supervising all participants during the duration of their event.
- B. Alcoholic beverages are prohibited on City of Clermont property and facilities.
- C. Parking is permitted ONLY in designated areas; illegally parked cars are subject to being fined or towed.
- D. Pre and Post event storage is not provided unless permitted in writing from the City of Clermont.
- E. The City of Clermont is not responsible for items stolen or left on the premises.
- F. There should be no usage of City outlets and City power.
- G. There should be no road closures or road blockages without written permission from the City of Clermont and required barricading of the roadways to meet DOT safety requirements.
- H. The City of Clermont Special Event hours of operation are Monday through Sunday, from 7:00 AM – 10:00 PM. No activities shall go past 10:00 PM. All activities should schedule appropriate times for set up and clean up and must schedule and pay for the entire amount of the usage time.

III. COMMUNICATION

- A. For the purpose of eliminating confusion and establishing one-on-one direct communication flow between the City of Clermont and organizations, the President or designee of the group shall be the official spokesperson. All communication with the City must be made through the President or designee to the City's Recreation Manager.

IV. INSURANCE

- A. Organizations utilizing City of Clermont's facilities must supply a Certificate of Insurance reflecting minimum coverage of \$500,000 Comprehensive General Liability insurance, without deductions, per occurrence. The City of Clermont shall be named as an additional insured, which shall be noted on the Certificate of Insurance. The Certificate shall indicate that the organization's insurance policy shall not be cancelable without thirty days prior written notice to the City of Clermont.

V. SAFETY

- A. The City of Clermont, at any time, may cancel, postpone, or delay any event or activity due to inclement weather or any other factors, which might impair the safety of visitors or cause damage to City Property. The City will contact the organization, if possible, in the event of cancellation. It shall be the responsibility of the user to advise its members of any area cancellations.
- B. User organization will take all reasonable precautions for safety before, during and post event. The event organization will provide reasonable protection to prevent damage, injury, or loss to all persons and property at the facility or special event area.
- C. User organization will comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders of any public authority bearing on the safety of persons or property, and protection of such from damage, injury or loss.
- D. Usage of City Property is only for the times and dates indicated in the agreements and facility use contracts. Events are to begin early enough to ensure completion by the end of the requested times in the application. If user runs past allotted time, the City of Clermont reserves the right to charge additional fees as deemed necessary to cover any extra time or costs.

VI. MAINTENANCE

- A. The City of Clermont maintains its facilities, streets and properties on a regular basis. It is the responsibility on the user of the event to provide for removal of all trash and debris in utilized areas. If the user leaves the areas utilized not as they were found any fees associated with the removal of the trash or debris will be charged directly to the user.
- B. At no time will an organization perform any maintenance to a City of Clermont facility, street or structure without a written agreement with the City of Clermont prior to beginning the maintenance. They may assist City of Clermont employees if requested.

VII. CITY EMPLOYEE EVENT STAFFING RATE:

- A. In the event it is necessary for a City Employee to be present during or to clean up after any activity, an hourly rate will be charged to the user. This charge is in addition to the rental fee, and applies to all activities, including those exempt from rental fees.

VIII. PROHIBITED ITEMS: The following shall not be permitted in buildings, pavilions, and on the beach area:

- A. Flammable Substances
- B. Animals (Except Seeing Eye Dogs)
- C. Posters of a permanent or semi-permanent nature
- D. Alcoholic Beverages
- E. Illegal Drugs
- F. No organization or individual may store or leave supplies, materials, or equipment of any sort.
- G. If the request is located in or congruent to a residential section of the City, noise and disturbances must be avoided.
- H. No Inflatable's are allow unless approved by City Council and must name the City of Clermont on the liability insurance certificate.

I have read the rules and regulations and fully understand them. I accept responsibility and insure that all members and guests will honor and abide by the above conditions.

Name of User (printed): Mary Prescott
Group Representing: Clermont Downtown Partnership
User Signature: Mary Prescott Date: 6/16/14

City of Clermont Employee Signature: _____ Date: _____

**City of Clermont Recreation Department
685 West Montrose Street, Clermont, FL 34711
(352) 241-7352 office, (352) 394-3542 fax
WWW.CITYOFCLERMONTFL.ORG**



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, July 8, 2014					
Agenda Item Name					
Event Request					
Requested Action					
Move to approve					
Staff Report					
This is a request from the Clermont Downtown Partnership to allow an alcohol approved area during the proposed new Friday Food Truck locations starting on August 1, 2014 through July 3, 2015. The requested approved area would be Montrose Street from the entrance of City Hall to the public parking lot in front of the Animal League as well as 7th Street from City Hall parking lot to the north side of the intersection on Montrose Street and 7th Street. (see map for details of proposed area). The Clermont Downtown Partnership has agreed to hire the appropriate number of off duty Clermont Police Officers for the alcohol area as required by the Clermont Police Department.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Food Truck Alcohol Approval			Food Truck Alcohol Request - 2014-2014.pdf		



June 16, 2014

The Clermont Downtown Partnership coordinated Music on Montrose for the June 6 Food Truck event and it was a true success as an event for downtown.

The Clermont Downtown Partnership wishes to request the open container waiver for the proposed Music on Montrose/ Food Truck evening so patrons to the event may enjoy an alcoholic beverage purchased from Vineyards of the World or Bacchus Vino Etcetera. The open container area would encompass City Hall Park, and the closed block of 7th street and Montrose to 8th Street. Signage would be utilized to designate the open container areas and departure from those areas. The dates requested;

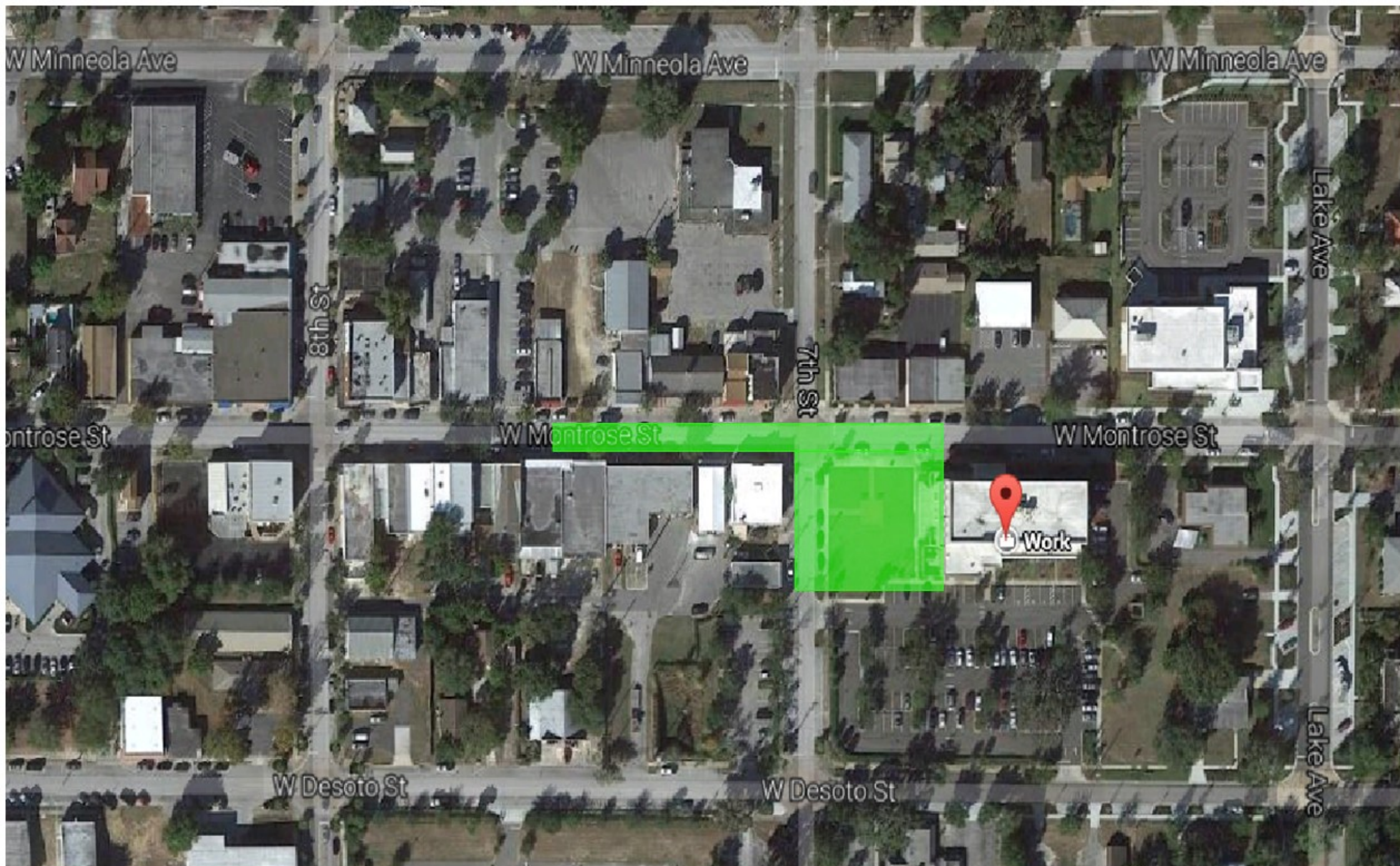
August 1, 2014	December 5, 2014	April 3, 2015
September 5, 2014	January 2, 2015	May 1, 2015
October 3, 2014	February 6, 2015	June 5, 2015
November 7, 2014	March 6, 2015	July 3, 201

Many thanks for your consideration.

Warm regards,

Mary Prescott
CDP coordinator

Clermont Downtown Partnership
P.O. Box 120734
Clermont, Florida 34712
www.ClermontDowntownPartnership.com



New Food Truck - Proposed Alcohol Approved Area 2014-2015

Alcohol Approved Zone



CITY OF CLERMONT

Alcohol Request Form

Date of Application: 6/16/14 Name of Event: Music on Montrose/ Food Truck
 Date (s) of Event: 1st Friday Location of Event: Montrose St.
 Event Times: From: 5 pm am/pm To: 930 am/pm
 Name of Organization/Renter: Clermont Downtown Partnership
 Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
 Contact Name: Mary Prescott Email: mprescott@cfl.rr.com
 Day Phone: 352 406-0904 Cell Phone: () None
 Address: P.O. Box 120734 City: Clermont State: FL Zip: 34712
 Event Description: Musec in City Hall Park w/ Food Trucks
alcohol to be sold by Bacchus Vino^l Vineyards of the World.
 What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☐ Other _____
 What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Diagram attached
Montrose St 7th
 Who is your licensed beverage caterer? Bacchus Vino^l Vineyards of the World.

I declare that all information herein is true and complete to the best of my knowledge.
 I understand that approval of this request is NOT a grant of a liquor license.

Mary Prescott 6/16/14
 Applicant Signature Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

Please return the completed request to:
 City of Clermont Recreation & Events Department
 Attention: Special Event Request
 685 West Montrose Street, Clermont, FL 34711



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date			
Tuesday, July 8, 2014			
Agenda Item Name			
Ordinance No. 2014-11; <i>Final</i>			
Requested Action			
Move to deny Ordinance No. 2014-11			
Staff Report			
Short Street ROW Closing			
The described right-of-way is 60 feet wide and consisting of a paved road named Short Street. The street has four parcels with street frontage (see Short Street Exhibit Location). Two of the parcels are controlled by the petitioner, Mr. Hess. Notices were sent to the remaining two property owners, Mr. Klaas and Mr. Bishop, seeking written consent to this request. Both of these property owners have made contact with staff to discuss the situation. As of June 27, 2014, neither Mr. Klaas nor Mr. Bishop has consented in writing to the closing of this right-of-way. The closing of this ROW may affect the current ingress and egress of these property owners. Due to all of the impacted property owners adjoining the road vacation request not consenting with the closing of this right-of-way, staff recommends denial of the road vacation request.			
Legal Impact			
Additional Analysis			
Tabled to date certain at the May 27, 2014 Regular Council Meeting, and tabled again to date certain at the June 10, 2014 Regular Council Meeting.			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1. Ordinance	ROW ORD 2014-011.doc		
2. Legal ad	ROW legal ad CC4-8 CC4-22-2014.doc		
3. Short Street Exhibit Location	Short Street Exhibit Location.pdf		
4. Location map - Plat	ROW location map.pdf		
5. Application	ROW Application.pdf		
6. ROW Form	ROW form.pdf		

CITY OF CLERMONT
ORDINANCE No. 2014-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 60 FOOT RIGHT-OF-WAY FOR SHORT STREET FROM EAST SIDE OF TWELFTH STREET TO NORTH SIDE OF CARROLL STREET; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED AND ENACTED by the City Council of the City of Clermont, Lake County, Florida that:

Section 1.

That any and all portions, closing and permanently abandoning a 60 foot right-of-way bounded on the west by the easterly side of a 66 foot right-of-way for Twelfth Street per Johnsons replat Plat Book 8, Page 71; running easterly and southerly and being bound on the south by the easterly extension of the south line of Lot 2 Block 118, Johnsons replat Plat Book 8, Page 71, located within the City of Clermont, Lake County, Florida is hereby closed and permanently abandoned.

Section 2.

The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

Section 3.

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 4.

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

Section 5.

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. 2014-11

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 8th day of July, 2014.

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday May 27, 2014 at 7:00 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2014-11

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, closing and permanently abandoning the 60 foot right-of-way for Short Street from east side of Twelfth Street to north side of Carroll Street; repealing all ordinance in conflict herewith, providing for severability, publication, recording, and for an effective date.

This ordinance is available for public inspection in the Planning and Zoning Department, 685 W. Montrose Street, Clermont, Florida, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

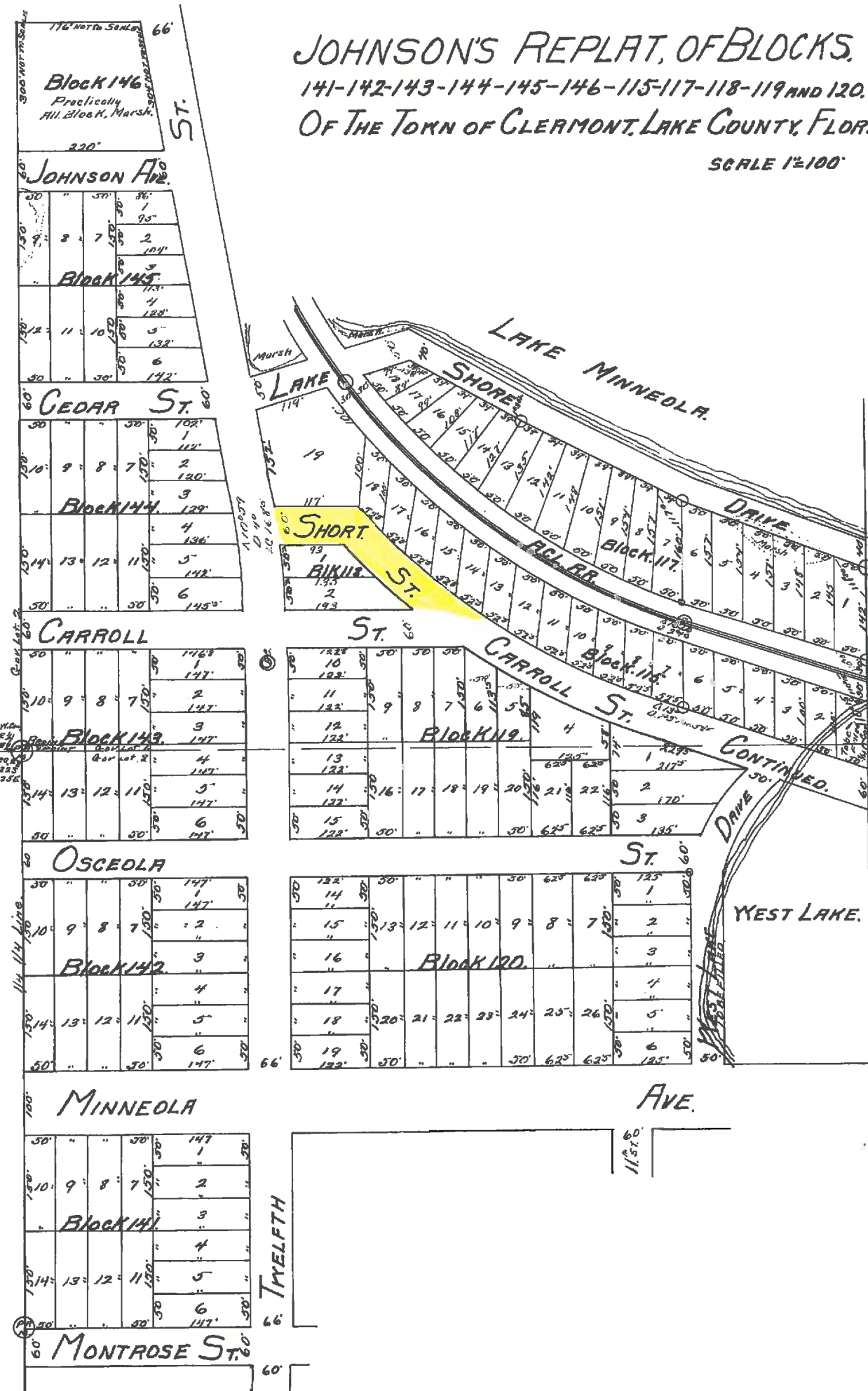
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC

City Clerk
Daily Commercial
May 13, 2014

Short Street Exhibit – Location







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

DATE: _____

FEE: \$25.00

PETITIONER'S NAME: Brian K. Hess

Address: 1166 Short Street

City: Clermont State: Florida Zip: 34711

Phone: 614-540-7233 Fax: _____

Legal Description of Petitioner's property abutting Street ROW/easement to be closed (Attach survey if available): Alt. Key #'s 1622590 (1166 Short St. - Tattletale) and 1622697 (1177 Short St. - vacant SF lot)

If named - name of street to be closed: Short Street

Plot plan & legal description of Street ROW/Easement portion to be closed (From-To):
Vacate Short St. from 12th Street on the west to Carroll St. on the east.

Purpose or reason for closing: The 60-foot wide Short Street is no longer needed for access to the properties which can be served by Carroll St. and 12th St. access locations and private driveways. Utilities are served by other locations.

Attach a map and list of: Names and addresses of all property owners abutting the portion of the street requested to be closed and abandoned. ☒ yes ☐ no

This petition is in accordance with the Clermont Land Development Code, Chapter 54, Division 2. Closing. Any person requesting a Street right-of-way or Easement Closing shall file a complete application submitted to the Planning Director in the Planning & Zoning Department, at least 45 days prior to the final hearing date of the City Council. A Street right-of-way or Easement Closing requires two readings of an ordinance by the City Council. The City Council meetings are held on the second and fourth Tuesdays of every month.

All applications must be complete, including applicable site plans and or pertinent descriptive materials in order to be processed. **The applicant must supply 35 copies of the application and supplemental materials. Include the original signed application.**

A plot plan (schematic drawing of the property involved) showing the location of that portion of the street requested to be closed and permanently abandoned, and including a survey of the property and street involved if deemed necessary by the city council or the city attorney.

Brian K. Hess

Petitioner Name (print)

X

Petitioner Name (signature)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE.

City of Clermont
Planning & Zoning Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

Short Street vacate request





CITY OF CLERMONT
CONSENT/DO NOT CONSENT ROW CLOSING FORM

I, Richard J. Klaas, as an adjacent property owner to a request for a
Street Right-of-Way/Easement Closing Petition submitted by Brian Hess for the vacation of:

Short Street, between Twelfth Street and Carroll Street - Ordinance No. 2014-11,

Consent _____ or Do NOT Consent X with the petitioner's request. * *Addendum*

I understand if I need additional information or clarification prior to completing this form, I can contact
the City of Clermont, Planning and Zoning Department, at 352-394-4083 to view the application.

Richard J. Klaas
Signature

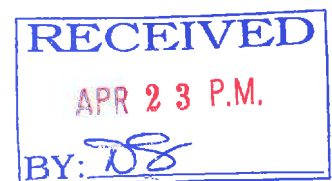
4/23/14
Date

Please complete and mail form back within 7 days of receipt to:
City of Clermont, PO Box 120219, Attn: Planning and Zoning Department, Clermont, FL 34712-0219.

Adjoining Property Owners:

AK: 1622689
Richard J. Klaas
505 7th St.
Clermont, FL 34711

AK: 1622603
Darryl & Christine Bishop, Trustees
14743 Green Valley Blvd
Clermont, FL 34711



* *Addendum*

Subject to a request from Richard J. Klaas
within the next 7 business days for additional legal
and zoning information from the City of Clermont
to perform legal due diligence as to the effect of
the request for the Short Street Right of Way/Easement
Closing on the property I own at 347-12th St.
Clermont, FL 34711

R. Klaas