



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA**

6:30 PM, Tuesday, January 24, 2023

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor or by majority vote of the Council. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should avoid personal attacks and derogatory statements. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Clermont Sea Cadets Battalion Presentation

Retired Chaplain Plaque Presentation & New Chaplain Swearing-In

PUBLIC COMMENT

REPORTS

CONSENT AGENDA

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

Item No. 1 - Surplus Request

Consider surplus from the departments of: Parks and Recreation, Finance, Public Services, and Building Services and dispose of in accordance with the Purchasing Policy.

Item No. 2 - Bid Award and Budget Amendment
Sunburst WTP Improvements

Consider awarding to L7 Construction, Inc. to provide water treatment plant improvements at Sunburst Lane in the budgeted amount of \$6,946,700.

Item No. 3 - Piggyback Purchase
Residential Recycling and Trash Containers

Consider piggybacking of HGACBuy Cooperative contract with Duramax Holdings LLC DBA Otto Environmental Systems for the budgeted amount of \$115,574.40.

Item No. 4 - Piggyback Omnia Contract

Consider piggyback contract with Herc Rentals Inc. to provide equipment rentals, related products and services.

Item No. 5 - Utility Agreement
Federico Rosado

Consider the utility agreement request for water only at an existing home located at 12029 S. Hancock Road.

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AGENDA
6:30 PM, Tuesday, January 24, 2023**

- | | |
|---|---|
| Item No. 6 - Agreement Termination | Consider agreement termination between the City of Clermont and Wannemacher Jensen Architects, Inc. in the original amount of \$311,662 for the design of Fire Station No. 2. |
| Item No. 7 - Road Closure Request
<i>Honor the Fallen 5k</i> | Consider Road Closure request for "Honor the Fallen 5K" on March 4, 2023. |
| Item No. 8 - Event and Road Closure Request
<i>Advent Health/FloDash</i> | Consider Event and Road Closure request for "Freedom 5K" on July 4, 2023. |
| Item No. 9 - Event and Boat Ramp Closure Request
<i>Horrible Hundred 2023</i> | Consider the Florida Free Wheelers Bicycle Club's annual event at Waterfront Park on Nov. 18 and 19, 2023, and Boat Ramp Closure on Sunday, Nov. 19, 2023. |
| Item No. 10 - Event, Fireworks, and Open Container Request
<i>4th of July Red, White & Boom</i> | Consider City Event request and Open Container area at Waterfront Park between 3rd Street and 4th Street on July 4, 2023 from 5:00 PM to 9:30 PM. |
| Item No. 11 - Event and Open Container Request
<i>Sips and Salsa</i> | Consider Event and Open Container request for the City of Clermont's Sips & Salsa cultural event co-hosted by the South Lake Chamber of Council in downtown Clermont on Sept. 23, 2023. |
| Item No. 12 - Event, Road Closure and Boat Ramp Closure Request
<i>Light Up, Parade, and Cookies & Cocoa</i> | Consider allowing the Clermont Parks & Recreation Department to host the annual holiday events in downtown Clermont with Street Closures for "Light Up Clermont" on Dec. 1, "Holiday Hometown Parade" on Dec. 2 with Boat Ramp Closure and "Cookies & Cocoa" on Dec. 8. |

UNFINISHED BUSINESS

- | | |
|--|---|
| Item No. 13 - Ordinance No. 2023-002 <i>Final MSTU</i> | Consider the county-wide Municipal Service Taxing Unit to fund ambulance and emergency medical services for an additional five (5) years. |
| Item No. 14 - Ordinance No. 2023-003 <i>Final Firefighter Pension Plan revisions</i> | Consider amending the Firefighters Retirement Pension Plan pursuant to the Collective Bargaining Agreement. |

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Item No. 15 - Ordinance No. 2023-004 *Final*
Police Officer Pension Plan revisions

Consider amending the Police Officers Retirement Plan to clarify the definition of compensation, so that the fiscal year is considered the determination period.

NEW BUSINESS

Item No. 16 - Variance Request
Wallace Property/DWW Square

Consider the variance request for a reduced rear yard setback from 25 feet to 14 feet and a 5-foot landscape buffer width reduction to allow for a 1,650 sq. ft. commercial development located on S.R. 50 and west of 2nd Street.

Item No. 17 - Event, Open Container Request and Fee Reduction
THE Spring Games

Consider Event, Open Container and Fee Reduction for THE Spring Games at Hancock Park from March 4 - 19, 2023.

Item No. 18 - Resolution No. 2023-003R *Table*
Micro-Hospital Conditional Use Permit

Consider tabling this request to February 28, 2023.

ADJOURN

Public Notice

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

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

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

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

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date																								
Tuesday, January 24, 2023																								
Agenda Item Name																								
Surplus Request																								
Requested Action																								
Recommend approval and declare end of life inventory as surplus from the Parks and Recreation Department, Finance Department, Public Services, and Building Services Department and dispose of in accordance with the Purchasing Policy.																								
Staff Report																								
The Procurement Services Department, on behalf of the Parks and Recreation Department, Finance Department, Public Services, and Building Services Department, recommends approval of the above action. The following inventory has reached its end of life service and approval to surplus these items is being requested. <u>Parks and Recreation Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>2002 Chevy Blazer #1116 - 69,735 miles</td> </tr> </table> <u>Building Services Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Old ViewSonic Computer Monitor</td> </tr> <tr> <td>(7)</td> <td>Old Wired Keyboards</td> </tr> <tr> <td>(1)</td> <td>HP Deskjet 1300 Desktop Printer</td> </tr> </table> <u>Finance Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Broken Office Chair</td> </tr> <tr> <td>(1)</td> <td>Broken Floor Mat</td> </tr> </table> <u>Public Services Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(350)</td> <td>Broken / Damaged Trash and Recycling Carts</td> </tr> </table> Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.			Qty.	Property Description	(1)	2002 Chevy Blazer #1116 - 69,735 miles	Qty.	Property Description	(1)	Old ViewSonic Computer Monitor	(7)	Old Wired Keyboards	(1)	HP Deskjet 1300 Desktop Printer	Qty.	Property Description	(1)	Broken Office Chair	(1)	Broken Floor Mat	Qty.	Property Description	(350)	Broken / Damaged Trash and Recycling Carts
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Qty.	Property Description																							
(350)	Broken / Damaged Trash and Recycling Carts																							
Additional Analysis																								
Fiscal Impact Summary																								
Surplus property is anticipated to be sold for approximately \$2,000.00																								
Fiscal Impact	Fund Number and Description	Available Budget Amount																						
Exhibits Attached (copies of original agreements)																								
1.	Parks and Recreation Vehicle Disposal Form	Parks and Recreation Vehicle Disposal Form.pdf																						
2.	Building Services Disposal Forms	Building Services Disposal Forms.pdf																						
3.	Public Services Disposal Form	Public Services Disposal Form.pdf																						



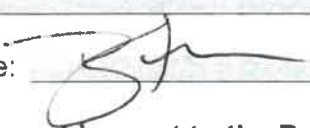
PROPERTY DISPOSAL FORM

Dept. / Division: P&R/EVENTS Property Tag #: 10606
Contact Person: Jennifer Stills Phone: 352-708-5975
Year / Make / Model: 2002 Chevy Blazer Vehicle No. 209769
Miles / Hours: 69735 Serial / VIN: 1GNDT13W32K150388
Description of Property Chevy Blazer unrepairable

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

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

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

Director Signature: 

Date: 1/3/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

Revised 4/12/2017



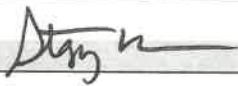
PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / SANITATION Property Tag #: NONE
Contact Person: BRIAN CAMP Phone: 352-267-2558
Year / Make / Model: NONE Vehicle No. NONE
Miles / Hours: NONE Serial / VIN: NONE
Description of Property 350 BROKEN/DAMAGED TRASH & RECYCLING CARTS

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

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

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

Director Signature: Stoney Brunson 

Date: 01/07/2023

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, January 24, 2023	
Agenda Item Name	
Bid Award and Budget Amendment <i>Sunburst WTP Improvements</i>	
Requested Action	
Requesting approval of a construction contract between the City of Clermont and L7 Construction, Inc. to provide water treatment plant improvements at Sunburst Lane with a budget amendment to the water impact fund..	
Staff Report	
As part of the city's master plan, the city worked with the Central Florida Water initiative and St. John's Water Management District to determine a path forward for additional water capacity. In 2016, the City started drilling the two Lower Floridan exploratory wells located near the existing Sunburst well with grant funding from St. Johns River Water Management District. As Part of the City's new Consumptive Use Permit (CUP) regulated by St. Johns Water Management District, a substantial portion of the city's water consumption is to transition away from the Upper Floridan Aquifer (UFA) to the Lower Floridan Aquifer (LFA) before 2025. To meet the requirements of the Consumptive Use Permit, the City needs to outfit the two Lower Floridan Wells with pumps, electrical/instrumentation, pump houses and a 3 Million Gallon A Day (MGD) storage tank. The Procurement Services Department and the Public Services Department recommend approval of the above action. The Procurement Services Department issued a Request for Bid (RFB) number 23-007 to acquire a qualified company for the construction of the Sunburst Lane water treatment plant improvements. The RFB was fully competed, advertised, and complied with the City of Clermont Purchasing Policy. There were five (5) responses to the RFB. The scope of work involves the construction of a new 3.0/MG ground storage tank, two well houses including well pumps, an emergency generator, and associated piping and electrical improvements. An additive alternate bid item for the coating of the bleachhouse room is also included. The award is being recommended to low, responsive, and responsible bidder L7 Construction, Inc. in the lump sum amount of \$6,946,700 who complied with all terms, conditions, and specifications stated in the RFB. A contingency fund of \$694,670 or 10% is being sought for unforeseen circumstances that may occur during the construction process. The fiscal impact of \$7,641,370 includes contingency values. This project will be approximately an 18 month construction project covering two fiscal years. Staff estimates that approximately 60% of the project will be completed in FY 23 and 40% of the project in FY 24. Staff is recommending that the Budget for the Water Impact Fee Budget 23 Budget be amended to be: The water impact fund had an unaudited estimated FY23 starting balance of \$8,099,000. The estimated revenues for FY23 are \$1,200,000. Total funds: \$9,299,000.	

Estimated expenditures:

Sunburst WTP improvements FY23	\$7,641,370.
Sunburst WTP engineering services FY23	\$ 150,000.
New public works facility FY23	\$ 360,000.
Debt services	\$ 331,000.

Total expenditures: \$8,482,370

Total estimated ending FY23 balance: \$ 816,630

While the budget shows costs of \$7.6 million, staff only expect costs this fiscal year to be around \$4 million. The budget will be amended at the end of the year to show this year's costs and what costs will occur next fiscal year.

Additional Analysis

Fiscal Impact Summary

Amend the FY 23 Budget as Follows in the water impact fund.

Department Account Code:

43533-66900-33112 \$150,000

43533-66307-33112 \$7,641,370

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--------------------------------------|--|
| 1. | RFB 23-007 Tabulation | RFB 23-007 Tabulation.pdf |
| 2. | RFB 23-007 Notice of Intent to Award | RFB 23-007 Notice of Intent to Award.pdf |



EVALUATION TABULATION

RFB No. RFB 23-007

Sunburst Lane Water Treatment Plant Improvements

RESPONSE DEADLINE: November 17, 2022 at 2:00 pm

Report Generated: Thursday, November 17, 2022

SELECTED VENDOR TOTALS

Vendor	Total
L7 Construction, Inc.	\$6,946,700.00
KAT Construction & Materials Inc.	\$7,105,000.00
Garney Companies	\$7,324,500.00
Sawcross, Inc	\$7,912,000.00
Prime Construction Group, Inc	\$8,266,000.00

EVALUATION TABULATION

RFB No. RFB 23-007

Sunburst Lane Water Treatment Plant Improvements

LUMP SUM PRICE

Selected	Line Item	Description	Quantity	Unit of Measure	Garney Companies		KAT Construction & Materials Inc.		L7 Construction, Inc.		Prime Construction Group, Inc		Sawcross, Inc	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Final Completion Lump Sum Price (as per construction documents)	1	LS	\$7,304,000.00	\$7,304,000.00	\$7,085,000.00	\$7,085,000.00	\$6,922,700.00	\$6,922,700.00	\$8,249,000.00	\$8,249,000.00	\$7,908,000.00	\$7,908,000.00
Total						\$7,304,000.00		\$7,085,000.00		\$6,922,700.00		\$8,249,000.00		\$7,908,000.00

ADDITIVE ALTERNATE 1

Selected	Line Item	Description	Quantity	Unit of Measure	Garney Companies		KAT Construction & Materials Inc.		L7 Construction, Inc.		Prime Construction Group, Inc		Sawcross, Inc	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Bleach House Coating	1	LS	\$20,500.00	\$20,500.00	\$20,000.00	\$20,000.00	\$24,000.00	\$24,000.00	\$17,000.00	\$17,000.00	\$4,000.00	\$4,000.00
Total						\$20,500.00		\$20,000.00		\$24,000.00		\$17,000.00		\$4,000.00

EVALUATION TABULATION

Request For Bid - Sunburst Lane Water Treatment Plant Improvements

Page 2



NOTICE OF INTENT TO AWARD
RFB No. RFB 23-007
Sunburst Lane Water Treatment Plant Improvements

RESPONSE DEADLINE: November 17, 2022 at 2:00 pm

Thursday, December 1, 2022

After the careful and thorough review of all responses received to solicitation number RFB 23-007 titled Sunburst Lane Water Treatment Plant Improvements, the City hereby issues this Notice of Intent to Award to the following company:

L7 Construction, Inc.

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date									
Tuesday, January 24, 2023									
Agenda Item Name									
Piggyback Purchase <i>Residential Recycling and Trash Containers</i>									
Requested Action									
Recommend to approve a piggyback contract number RC01-21 from the HGACBuy Cooperative purchase contract with Duramax Holdings LLC DBA Otto Environmental Systems to purchase residential recycling and trash containers.									
Staff Report									
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Procurement Services Department sought a contract from HGACBuy number RC01-21, to purchase residential trash receptacles. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 23-022 to notify local vendors of the City's intent to utilize other governmental agency contracts. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The HGAC Cooperative Purchase Program, known as HGACBuy, was established by the state of Texas in which it allows local governments to make purchases by another government entity. Products and services are contracted after having been subjected to a competitive bid or proposal process. Contracts are a blanket type and purchases are strictly at the discretion of the local government entity. End users issue their purchase orders and make payments directly to the HGACBuy Contractor. It is the intent of the Public Services Department to purchase residential trash receptacles in FY 2023 for the following quantities. <table border="1"><thead><tr><th>Qty.</th><th>Item Description</th></tr></thead><tbody><tr><td>560</td><td>95-Gallon Millennium Recycle Cart</td></tr><tr><td>720</td><td>65-Gallon Edge Trash Cart</td></tr><tr><td>720</td><td>65-Gallon Edge Recycle Cart</td></tr></tbody></table> The above quantities are based on ordering a full container per order with a total value of \$115,574.40. See attached quotes for additional information. The HGACBuy contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. Staff recommends that Council approve the piggyback purchase from the HGACBuy contract number RC01-21. The use of piggyback contracts is allowed under the Purchasing Policy, Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing.		Qty.	Item Description	560	95-Gallon Millennium Recycle Cart	720	65-Gallon Edge Trash Cart	720	65-Gallon Edge Recycle Cart
Qty.	Item Description								
560	95-Gallon Millennium Recycle Cart								
720	65-Gallon Edge Trash Cart								
720	65-Gallon Edge Recycle Cart								
Additional Analysis									
Fiscal Impact Summary									

The FY 2023 has adequate funds in the current budget for this purchase in the amount of \$115,574.40
Department Account Code: 49534-55200.

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	OTTO QUOTE	OTTO QUOTE.pdf	
2.	RFI 23-022	RFI 23-022 .pdf	

Duramax Holdings LLC
DBA Otto Environmental Systems
12700 General Drive
Charlotte, NC 28273



Quote: 20453

Page: 1/4

Brian Camp
Billing Contact
CITY OF CLERMONT
3335 Hancock Rd
Attn: Brian Camp
Clermont FL 34711-5094

Dear Brian,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to CITY OF CLERMONT. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: January 4, 2023 - February 4, 2023

Line	Product	Description	Quantity	Net Price	Net Value
10	9786572-FI0OC000HH-CLERMONT0R01	95 Gal Mil Recycle Cart CLERMONT0 (SK)	560 Each	62.10 USD / 1 Each	34,776.00 USD
List Price			62.10 USD / 1 Each	34,776.00 USD	
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 65 - Forest Green Lid Color: 72 - Yellow Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD					

Total Item Net Value 34,776.00 USD
Total 34,776.00 USD

Payment Terms: 30 days net

Incoterms: Free on Board (INTL), Destination

All Credit Card transactions are subject to a 2.5% processing fee.

Freight is included.
ETA= 6-7 Weeks.

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 20453

Page: 2 / 4

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Gabriela Becquer

gabriela.becquer@otto-usa.com

Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

Terms & Conditions for Quoted Freight

The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.

Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.

Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.

Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).

Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.

Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.

Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.

TERMS AND CONDITIONS OF SALE

NOTICE: THE OFFER, ORDER ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE OF ANY PRODUCTS DESCRIBED ON THE FRONT SIDE OF THIS DOCUMENT IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED IN THIS INSTRUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, LLC OR OCM SOLUTIONS, LLC (AS THE CASE MAY BE) ("OTTO") UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY OTTO. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY OTTO WITHIN FIVE (5) BUSINESS DAYS, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS OFFER, ORDER OF ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE, WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH ON THE FRONT SIDE OF THIS DOCUMENT.

1. **ACCEPTANCE.** All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.
2. **DELIVERIES.** Unless otherwise specified by Otto in writing, all deliveries are F.O.B. Otto's place of business (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Otto. All risk of loss to Products sold shall pass to Purchaser upon delivery by Otto of such Products to a common carrier. Title to the Products shall remain with Otto until Purchaser pays the purchase price in full to Otto. Delivery is conditional on the timely receipt by Otto of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms and conditions. Delivery schedules represent Otto estimates only, and partial deliveries are permissible. Otto will use reasonable efforts to meet delivery schedules. Otto will not be liable for any delay in the performance of orders of contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Otto. Otto may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to Otto in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Otto to cancel this contract without further liability or obligation to Purchaser.
3. **RECEIVING DELAYS.** If for any reason Purchaser fails to accept delivery of any of the Products on the date set forth in the delivery schedules, or if Otto is unable to deliver the Products on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser and (ii) Otto, at its option, may store or arrange for a third party to store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4. **PRICES.** Unless otherwise specified by Otto on the front side of this document, prices are quoted F.O.B. Otto's place of business (UCC Terms). Prices are subject to change by Otto without notice to Purchaser, and those prices set forth on the front side of this document will apply to the order. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of Otto, Purchaser shall provide Otto a tax exemption certificate acceptable to the appropriate taxing authorities.
5. **TERMS OF PAYMENT.** Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.
6. **RETURNED GOODS AND CLAIMS.** Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.
7. **CANCELLATION/CHANGES.** Purchaser may not cancel or change an order once placed with and accepted by Otto except with the prior written consent of Otto and upon terms that will indemnify Otto against any loss. Otto may correct mathematical or clerical errors.
8. **WARRANTY. OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.**

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. **INDEMNIFICATION.** Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.
 10. **SECURITY AGREEMENT.** Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.
 11. **LIMITATIONS.** Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.
 12. **GOVERNING LAW; JURISDICTION.** This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
 13. **CUMULATIVE REMEDIES; WAIVER.** Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.
 14. **ENTIRE AGREEMENT.** Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.
 15. **SEVERABILITY.** If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.
 16. **ACCOUNT CREDITS.** In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.
- AFFIRMATIVE ACTION.** This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender

identity, national origin, protected veteran status or disability. Rev 5/1/2019



Duramax Holdings LLC
DBA Otto Environmental Systems
12700 General Drive
Charlotte, NC 28273



Quote: 20454

Page: 1/4

Brian Camp
Billing Contact
CITY OF CLERMONT
3335 Hancock Rd
Attn: Brian Camp
Clermont FL 34711-5094

Dear Brian,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to CITY OF CLERMONT. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: January 4, 2023 - February 4, 2023

Line	Product	Description	Quantity	Net Price	Net Value
20	6926565-FIOW0000HH-CLERMONT0T01	65 Edge Trash CLERMONT (SK)	720 Each	56.11 USD / 1 Each	40,399.20 USD
List Price 56.11 USD / 1 Each 40,399.20 USD					
Cart Style: 65 Gal Edge/Plastic Bar/Bib/One Handle Cart Base Color: 65 - Forest Green Lid Color: 65 - Forest Green Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD RFID: RFID					

Total Item Net Value 40,399.20 USD
Total 40,399.20 USD

Payment Terms: 30 days net

Incoterms: Free on Board (INTL), Destination

All Credit Card transactions are subject to a 2.5% processing fee.

Freight is included.
ETA= 6-7 Weeks.

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 20454

Page: 2 / 4

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Gabriela Becquer

gabriela.becquer@otto-usa.com

Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

Terms & Conditions for Quoted Freight

The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.

Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.

Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.

Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).

Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.

Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.

Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.

TERMS AND CONDITIONS OF SALE

NOTICE: THE OFFER, ORDER ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE OF ANY PRODUCTS DESCRIBED ON THE FRONT SIDE OF THIS DOCUMENT IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED IN THIS INSTRUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, LLC OR OCM SOLUTIONS, LLC (AS THE CASE MAY BE) ("OTTO") UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY OTTO. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY OTTO WITHIN FIVE (5) BUSINESS DAYS, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS OFFER, ORDER OF ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE, WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH ON THE FRONT SIDE OF THIS DOCUMENT.

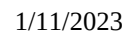
1. ACCEPTANCE. All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.
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5. TERMS OF PAYMENT. Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.
6. RETURNED GOODS AND CLAIMS. Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.
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8. WARRANTY. OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. INDEMNIFICATION. Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.
 10. SECURITY AGREEMENT. Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.
 11. LIMITATIONS. Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.
 12. GOVERNING LAW; JURISDICTION. This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
 13. CUMULATIVE REMEDIES; WAIVER. Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.
 14. ENTIRE AGREEMENT. Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.
 15. SEVERABILITY. If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.
 16. ACCOUNT CREDITS. In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.
- AFFIRMATIVE ACTION. This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender**

identity, national origin, protected veteran status or disability. Rev 5/1/2019



Duramax Holdings LLC
DBA Otto Environmental Systems
12700 General Drive
Charlotte, NC 28273



Quote: 20457

Page: 1/4

Brian Camp
Billing Contact
CITY OF CLERMONT
3335 Hancock Rd
Attn: Brian Camp
Clermont FL 34711-5094

Dear Brian,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to CITY OF CLERMONT. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: January 4, 2023 - February 4, 2023

Line	Product	Description	Quantity	Net Price	Net Value
30	6926572-FIOW0000HH-CLERMONT0R01	65 Edge Recycle Cart CLERMONT (SK)	720 Each	56.11 USD / 1 Each	40,399.20 USD
List Price			56.11 USD / 1 Each	40,399.20 USD	
Cart Style: 65 Gal Edge/Plastic Bar/Bib/One Handle Cart Base Color: 65 - Forest Green Lid Color: 72 - Yellow Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD RFID: RFID					

Total Item Net Value	40,399.20 USD
Total	40,399.20 USD

Payment Terms: 30 days net

Incoterms: Free on Board (INTL), Destination

All Credit Card transactions are subject to a 2.5% processing fee.

Freight is included.
ETA= 6-7 Weeks.

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 20457

Page: 2 / 4

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Gabriela Becquer

gabriela.becquer@otto-usa.com

Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

Terms & Conditions for Quoted Freight

The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.

Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.

Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.

Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).

Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.

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TERMS AND CONDITIONS OF SALE

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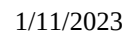
1. ACCEPTANCE. All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.
2. DELIVERIES. Unless otherwise specified by Otto in writing, all deliveries are F.O.B. Otto's place of business (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Otto. All risk of loss to Products sold shall pass to Purchaser upon delivery by Otto of such Products to a common carrier. Title to the Products shall remain with Otto until Purchaser pays the purchase price in full to Otto. Delivery is conditional on the timely receipt by Otto of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms and conditions. Delivery schedules represent Otto estimates only, and partial deliveries are permissible. Otto will use reasonable efforts to meet delivery schedules. Otto will not be liable for any delay in the performance of orders of contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Otto. Otto may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to Otto in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Otto to cancel this contract without further liability or obligation to Purchaser.
3. RECEIVING DELAYS. If for any reason Purchaser fails to accept delivery of any of the Products on the date set forth in the delivery schedules, or if Otto is unable to deliver the Products on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser and (ii) Otto, at its option, may store or arrange for a third party to store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4. PRICES. Unless otherwise specified by Otto on the front side of this document, prices are quoted F.O.B. Otto's place of business (UCC Terms). Prices are subject to change by Otto without notice to Purchaser, and those prices set forth on the front side of this document will apply to the order. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of Otto, Purchaser shall provide Otto a tax exemption certificate acceptable to the appropriate taxing authorities.
5. TERMS OF PAYMENT. Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.
6. RETURNED GOODS AND CLAIMS. Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.
7. CANCELLATION/CHANGES. Purchaser may not cancel or change an order once placed with and accepted by Otto except with the prior written consent of Otto and upon terms that will indemnify Otto against any loss. Otto may correct mathematical or clerical errors.
8. WARRANTY. OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. INDEMNIFICATION. Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.
 10. SECURITY AGREEMENT. Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.
 11. LIMITATIONS. Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.
 12. GOVERNING LAW; JURISDICTION. This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
 13. CUMULATIVE REMEDIES; WAIVER. Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.
 14. ENTIRE AGREEMENT. Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.
 15. SEVERABILITY. If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.
 16. ACCOUNT CREDITS. In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.
- AFFIRMATIVE ACTION. This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender**

identity, national origin, protected veteran status or disability. Rev 5/1/2019





REQUEST FOR INFORMATION

RFI 23-022

INTENT TO UTILIZE THE HGACBUY CONTRACT TO PURCHASE RESIDENTIAL TRASH RECEPTACLES

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

RELEASE DATE: January 9, 2023

DEADLINE FOR QUESTIONS: January 17, 2023

RESPONSE DEADLINE: January 17, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the HGACBuy Contract to Purchase Residential
Trash Receptacles

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

1. INTRODUCTION

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

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

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

1.1. Summary

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 Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

(a) Department: Public Services

(b) Company Information: Duramax Holdings LLC DBA Otto Environmental Systems

(c) Contract Number and Title: Refuse & Recycling Containers and Lifters RC01-21

(d) Length of Contract: Expiring December 31, 2023

(e) Product or Service Provided: Residential Trash Receptacles

(f) Estimated Annual Expenditure: \$115,574.40

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

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

1.2. Contact Information

Brian Camp

Public Services Manager (Sanitation)

3335 Hancock Rd.

Clermont, FL 34711

Email: bcamp@clermontfl.org

Phone: [\(352\) 241-0178](tel:(352)241-0178)

Department:

Public Services - Environmental Svcs.

1.3. Timeline

Solicitation Release Date	January 9, 2023
Question Deadline	January 17, 2023, 12:00pm
Response Deadline	January 17, 2023, 2:00pm

2. RESPONSE PROCEDURES

2.1. Standard RFI

Provide information related to RFI.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2023		
Agenda Item Name		
Piggyback Omnia Contract		
Requested Action		
Requesting approval for piggyback contract number 2019000318 from Omnia piggyback contract with Herc Rentals Inc. to provide equipment rentals and related products and services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from Omnia Partners number 2019000318, to provide equipment rentals and related products and services. The Omnia contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial one (1) year agreement with two (2) additional two (2) year renewals at the option of the city. Based on this, staff recommends that Council approve to piggyback the Omnia Partners number 2019000318. This contract will provide equipment rentals and related products and service. The estimated annual amount of this contract is over \$50,000.00 The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective departments. There is adequate funding for these services in the current approved budget. Department Object Code: 54400 (Rentals-Equipment)		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. HERC Master Agreement	HERC Master Agreement.pdf	
2. Equipment Rental Solicitation Summary	Equipment Rental Solicitation Summary.pdf	

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE EQUIPMENT
RENTALS AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of ~~November~~ **2018** (the "Effective Date"), by and between Herc Rentals Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

WHEREAS, the City awarded this Contract on September 24, 2018 to Company to provide Equipment Rentals and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each PPA concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such PPA's access to the Contract.

Each PPA enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the PPA shall be construed to be in accordance with, and governed by, the laws of the state in which the PPA resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. **EXHIBITS.**

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Herc Rentals in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- 1.2. EXHIBIT B: Scope of Services
- 1.3. EXHIBIT C: Charlotte Business INClusion Program
- 1.4. EXHIBIT D: Federal Contract Terms and Conditions

2. **DEFINITIONS.**

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM.** The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

- 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all not to exceed charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
- 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed

by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

8. PRICE ADJUSTMENT.

8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
Finance - Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the

Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Florida, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
 - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY:** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be

minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the **RFP**.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
 - 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
 - 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
 - 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products shall be deemed to be accepted by the City upon delivery and subject to the terms and conditions of this Contract if City does not notify Company in writing within 48 hours of delivery of the Products of any problem with the Products. Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS:** The equipment is owned by Company. City acknowledges that no one other than Company may transfer the equipment or any rights or obligations under the rental documentation. Neither City nor any operators are agents of Company. No one may perform major service, repair, or alter the equipment without Company's prior written approval except for emergencies, which threaten life or property. City will not suffer any liens or encumbrances to attach to the equipment and will compensate the Company for any out of pocket costs paid by the Company to remove such liens or encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
 - (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract; the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
 - 28.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any

time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

- 28.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
 - 28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay

debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue**), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 28.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - 28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 28.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 28.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 28.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 28.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

- 28.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
 - 28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 28.8.3 Performing the transition service plan activities;
 - 28.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 28.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City,

including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

City will defend, indemnify and hold harmless Company, its subsidiaries, parent Company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City, as a direct result of City's negligence or intentional misconduct in its maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (C) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (D) Commercial General Liability: Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (E) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. **COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may

result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:
 - 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
 - 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
 - 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
 - 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Jason Osterbeek	Karen Ewing
Herc Rentals Inc.	Procurement Management Division
27500 Riverview Center Blvd.	600 East Fourth Street
Bonita Springs, FL 34134	Charlotte, NC 28202
Phone: 239-301-1157	Phone: 704-336-2992
Fax: 866-294-6490	Fax: 704-632-8254
E-mail: hercbids@hercrentals.com	E-mail: kewing@charlottenc.gov
With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 **CONFIDENTIALITY.**

42.1 **DEFINITIONS.** As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- 42.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 42.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

- 42.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.1.5 Citizen or employee social security numbers collected by the City.
- 42.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 42.1.8 Any attorney / client privileged information disclosed by either party.
- 42.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 42.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1.3 through 42.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

42.2. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 42.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 42.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed

a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

- 42.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 42.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 42.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
 - 42.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 42.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - 42.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
 - 42.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 42.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 42.3.1 Was already known to Company prior to being disclosed by the City;
 - 42.3.2 Was or becomes publicly known through no wrongful act of Company;
 - 42.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 42.3.4 Was used or disclosed by Company with the prior written authorization of the City;
 - 42.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 42.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take

reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

44. MISCELLANEOUS

- 44.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 44.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 44.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 44.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 44.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 44.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or

power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

- 44.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 44.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 44.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 44.11 **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 44.12 **SURVIVAL OF PROVISIONS:** Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 27	"Other Remedies"
Section 28	"Termination"
Section 32	"Indemnification"
Section 33	"Insurance"
Section 39	"Notices"
Section 43	"Confidentiality"
Section 44	"Miscellaneous"

- 44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:
- 44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 44.14.2 NC Prohibition on Contracts with Company that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.
- 44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a

decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45. **CITY'S RESPONSIBILITIES.** City must return the equipment to Company in the same good and clean condition it was in when City received it, ordinary wear excepted. The equipment must be returned to Company at the Company branch from which it was rented. City acknowledges that it must confirm return receipt of the equipment by Company at the time the equipment is returned. Until such time as Company receives actual possession of the equipment, City agrees to hold said equipment in a safe and secure manner. City shall notify the renting branch by telephone or fax, prior to any equipment movements between City's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.

City will promptly notify Company of any accident, damage or failure involving the equipment and will reasonably cooperate with Company in gathering information in connection therewith. City will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, City will immediately cease using same and will immediately notify Company. City further agrees, at City's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Company.

Company agrees to provide the equipment to City with full fuel tanks. City may return the equipment with full fuel tank(s) or allow Company to refuel the equipment. If City returns the equipment with the fuel tank(s) less than full, City will pay to Company a sum equal to Company's then-applicable refueling service charge posted at the Company branch where the equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

46. **RISK OF LOSS:** All loss of or damage to the equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Company, while on rental and in City's care, custody or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of City and will be paid to Company promptly upon City's receipt of an uncontested, itemized invoice therefor. Such responsibility is limited to: (1) reasonable repair cost; or, (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value. The cost of labor for such repairs will be either supplier's then prevailing reasonable hourly rate for labor, posted at the supplier branch where the equipment is to be repaired, or the repairer's reasonable hourly rate for labor charged to supplier for such repairs, as the case may be. Parts will be charged to City at Company's cost as reasonably charged to Company by the supplier or repairer, as the case may be. Use of the equipment by persons other than as provided for herein will be at City's sole risk. City and any Authorized Operator hereby assume all risk of loss or damage and waive all claims against Company by reason of any property left, or stored, by City or any other person in or upon the equipment.

47. **LIMITATION OF LIABILITY:** the parties agree that the maximum liability to which either party may be liable or responsible to the other party or any third party for any loss, damage or injury caused by, resulting from or in any way connected with the equipment and/or this contract shall be the total rental charges paid or payable by city under this contract. Both parties waive any and all consequential, indirect, special and punitive damages. This limitation of liability shall not apply to either party's indemnification obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY: HERC RENTALS INC.

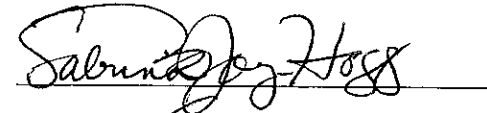
BY: 

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 9-11-18

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

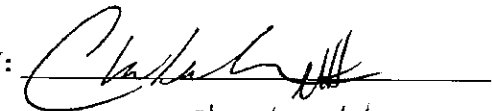
BY: 

PRINT NAME: Sabrina Joy Hogg

TITLE: Deputy City Manager

DATE: 10/1/18

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

BY: 

PRINT NAME: Christee Gibson

TITLE: Insurance Manager

DATE: 9/22/18

Exhibit A
Discount Structure, Market Basket Pricing, Additional Fees and Incentives

This Discount Structure, Market Basket Pricing, and Additional Fees are an Exhibit to and is incorporated into the Contract between the City of Charlotte and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

Company must maintain the following fixed percentage discounts off the Company's most current published price list for the life of the Contract. All charges by the Company to the City and/or any Participating Public Agency must not exceed the pricing included in this Exhibit.

The rebate structure offered by the Company will go into effect on January 1, 2019 for the calendar year 2019.

Participating Public Agencies (PPA) can elect to sign the Company's Platinum Pricing Program Agreement under which the PPA will be offered selective pricing levels by the Company in return for PPA's promise to rent equipment exclusively from the Company during the term of the contract, subject to laws and regulations controlling in the PPA's jurisdiction.



Rebates

We have added additional value to the program by offering a volume incentive rebate, effective January 1, 2019 to all PPA's as follows:

- \$50,000 to \$100,000 = 0.5%
- \$100,001 to \$250,000 = 1.0%
- \$250,001 to \$500,000 = 1.5%
- \$500,001 to \$750,000 = 2.0%
- \$750,001 to \$1,000,000 = 2.5%
- \$1,000,001+ = 3.0%

PPAs will be eligible for this rebate beginning on January 1, 2019, and will be paid within ninety (90) days or sooner of calendar year end. Any agency that starts the program after the first of the year will be prorated. The program will reset every year on January 1st.

To receive the volume incentive the PPA must be in good credit standing with Herc and up to date with their payables.

Additional Savings

Herc is providing additional cost savings by removing our Environmental and Emissions Surcharge which equates to approximately 2% of every transaction and a cost Herc incurs to meet the highest standards of equipment and service. Herc is also waiving the vehicle licensing fee which saves customers up to \$2.50 per day and absorbing the transportation surcharge as part of our delivery fees, equating to a 6% savings.

Emergency Response

Throughout our history, we have been heavily involved with disaster preparedness and relief; most recently, before, during and after Hurricane Harvey and Hurricane Irma. As a disaster event occurs or is anticipated, Herc actively monitors the situation and mobilizes equipment in preparation for response and relief efforts. Our presence in the affected areas will deliver power generation, climate control, dehumidification and water removal, as well as other solutions, depending on the event.

In the event of a disaster and due to our long-standing relationship, Herc will honor the contractual pricing for our standard single shift. Double and triple shifts will be billed accordingly based on customer needs. Herc, in reflecting our partnership throughout the years will not mandate a minimum duration, which is standard in the industry.

Exhibit B

Scope of Services

This Scope of Services is an Exhibit to and is incorporated into the Contract between the City of Charlotte ("City") and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

2.1 General Scope

The Company shall provide Rental Equipment and Services to the City and Participating Public Agencies ("PPA") that elect to use this Contract.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the City. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the City and the PPA). The Company agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

2.2 Product Standards and Service Level Requirements

All Products offered must be the latest design and technology. It is essential that all Equipment Rentals and Related Products and Services be in compliance with all current and applicable ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

- 2.2.1** Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Company at no additional charge to the PPA during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA.
- 2.2.2** At the time the PPA takes possession of the equipment, the Company shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The Company and the PPA will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to a PPA without the signed receipt of acceptance of the equipment.
- 2.2.3** The proposal response shall include a sample of any service agreement or contract that the PPA will be required to sign. The service Agreement shall clearly indicate and describe any and all charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any Contract that results from this solicitation.
- 2.2.4** At the time of any rental of equipment under the terms of the resulting Contract, PPA representatives may sign the Company's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. PPA representatives accepting equipment will not be authorized to obligate or

bind the respective agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent the terms are not in addition to, or in conflict of, the terms of the Master Agreement which shall govern all transactions between parties.

2.3 Optional Purchase of Equipment

2.3.1 Purchase of New Equipment: All purchases of new equipment shall be new, unused, fully functional and capable of performing the task(s) it was designed to perform under the manufacture's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment.

2.3.2 Purchase of Used Equipment: All used equipment shall be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the PPA making the purchase. The supplier and the PPA will review the equipment condition at point of delivery. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

2.3.3 Purchase: Company shall provide a discount off of a catalog, published retail list or manufacturer's list price for the purchase of new or used equipment. The purchase discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included as **Attachment 1 – Purchase Discounts (fifth tab)**.

2.3.4 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies.

2.3.5 Additional Fees

Company shall provide prices for all additional fees provided as **Attachment 1 – Additional Fees (second tab)** to include, but not limited to:

1. Company must specify all delivery, setup, pickup and related fees.
2. Other fees, such as insurance, environmental recovery, cleaning, refueling or any other fees must be clearly identified.

2.4 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract (through December 31, 2019). Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

2.5 New Products and Services

New Products and Services may be added to the Contract during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this Contract and include, but will not be limited to, new Product added to the

Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

2.6 Training

The Company shall provide all operational and safety training associated with any equipment included in the resulting Contract. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The Proposal response shall include a complete description of training (methods of delivery, available locations, duration, content, etc.) along with pricing structure for each.

2.7 Installation

All Products provided under this Contract that require assembly and installation should be performed by the awarded Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards.

2.8 Safety

Company and installers or subcontractors performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.9 Delivery

Company will be responsible for the delivery, setup and pickup of all equipment to the City or Participating Public Agencies in compliance with agreed upon Contract terms. Timely delivery is important to the City and Participating Public Agencies.

2.10 Optional Work

Company will be required to provide quotations on a case-by-case basis for optional related work as may be required to provide a full turnkey solution to Participating Public Agencies.

2.11 Reports

Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the City upon request.

2.12 Prevailing Wages

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

Exhibit C

Charlotte Business INClusion Program

Charlotte Business INClusion Program

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

Company is required to provide an MWSBE Participation Plan, describing your approach and past history with MWSBE utilization. The Participation Plan should include at a minimum the following elements:

- Identify MWSBE vendors you propose to use on the project;
- Identify outreach efforts that will be employed by the Company to maximize MWSBE inclusion throughout the life of the project;
- Identify specific scopes of work to be performed by MWSBEs;
- Document the overall percentage to be committed to MWSBEs; and
- Describe your approach and past history utilizing MWSBEs (include a list of past projects and your MWSBE utilization on said projects).
- The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

This Contract has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be \$800,000 annually: The total work performed by MWSBEs in the aggregate.

Subcontracting

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.



REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN

RFP # 269-2018-047

Equipment Rentals and Related Products and Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. Companies responding to this RFQ are required to provide an MWSBE Participation Plan as outlined in Section 1.6.6 along with this required Form 4.

The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

- **Aggregate MWSBE Goal 10% for City of Charlotte usage estimated to be \$800,000 annually.**

A list of current registered and certified MWSBEs can be found at: www.charlottebusinessinclusion.com.

Please indicate if **your company** is any of the following:

___ MBE ___ WBE ___ SBE

List information for each MWSBE to be Utilized on this Project	
Copy this form as needed for all MWSBE	
Firm Name	Streeter Trucking
Work to be Performed	Equipment Hauling
Dollar Amount	\$25,000
Firm Name	Shoreline Trucking
Work to be Performed	Equipment Hauling
Dollar Amount	\$25,000
Firm Name	EASTWAY WRECKER SERVICE, INC.
Work to be Performed	Equipment Hauling

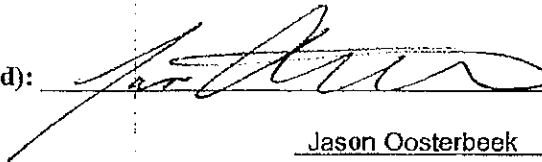
Section 6
Required Forms

Dollar Amount	\$25,000
Firm Name	RW Trucking, Inc
Work to be Performed	Equipment Hauling
Dollar Amount	\$25,000
Firm Name	Murphy Law Trucking, LLC
Work to be Performed	Equipment Hauling
Dollar Amount	\$25,000

Company Name: Herc Rentals, Inc.

Representative (signed):

6/21/2018
Date



Jason Oosterbeek
Representative Name



CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services
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To be completed by the Prime Company:	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractors to provide hauling services.

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ _____

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	James Streeter Trucking Vendor #:
Address:	6824 Old Statesville Rd, Charlotte, NC 28269
Contact Person:	James Streeter Email: streetertrucking@aol.com
Telephone:	(704) 509-1250 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Shoreline Trucking Vendor #:
Address:	1736 Dickerson Blvd STE-F Monroe, NC 28110
Contact Person:	Horace Shaw Email: shorelinetruckingllc@gmail.com
Telephone:	(704) 526-7074 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Eastway Wrecker Service Inc Vendor #:
Address:	2801 Wilkinson Blvd, Charlotte, NC 28208
Contact Person:	Karen Email: Karen@eastwaywreckemc.com
Telephone:	(704) 393-3027 Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Contract NO. 2019000318
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
	James Streeter Trucking		
MWSBE Subcontractor:	<u>Horace Shaw Owner</u>	Date:	<u>9-12-18</u>
	Signature and Title		
	Shoreline Trucking		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
	Eastway Wrecking Service Inc.		



CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services
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To be completed by the Prime Company:	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Cook Truck Equipment & Tools Inc. Vendor #: 8795
Address:	2517 Starita Road, Charlotte, NC 28269
Contact Person:	Joy Cook Email: Kashacooktruck@gmail.com
Telephone:	704 392-4138 Fax: 704-394-5445

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	() Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	() Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	Signature and Title	Date:	
MWSBE Subcontractor:	<i>W.T. Cook president</i> Signature and Title	Date:	<i>9/19/2018</i>
W.T. Cook, Cook Truck Equipment & Tools Inc.			
MWSBE Subcontractor:	Signature and Title	Date:	
MWSBE Subcontractor:	Signature and Title ,	Date:	



CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services
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To be completed by the Prime Company:	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ _____

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Donald Gardner's Paint & Body, Inc. Vendor #: 74947
Address:	3300 Beam Rd, Charlotte, NC 28217
Contact Person:	Susan Gardner Email: pntnbody@aol.com
Telephone:	(704) 527-4739 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	() Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	() Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	<u>Susan L. Gardner / President</u>	Date:	<u>Sept. 21, 2018</u>
	Signature and Title		
	Donald Gardner's Paint & Body, Inc.		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title .		



CBI FORM 6: Payment Affidavit of Subcontractor Utilization

The Company shall submit this form monthly detailing aggregate payments to MWSBE Subcontractors.

Prime Company Name: _____ Contract #: _____

Contract Goods or Services: _____

Payment Period: _____ to _____

City Department(s): _____

Subcontractor	Certification (MBE, WBE, and/or SBE)	Vendor #	Description of Work Performed	# of Payments this Period	Payment Total

Please indicate the total amount invoiced to the City during this period: \$ _____

The undersigned Company certifies the preceding chart is a true and accurate statement of all payments that have been made to MWSBE subcontractors on this Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Company certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business INclusion Policy and may result in the sanctions prescribed therein.

This _____ day of _____ 20 _____

Signature

Print Name and Title

<u>To be completed by City:</u>		Overall MWSBE Goal: %
Total Paid to Prime Company:	\$ _____	Overall MWSBE Commitment: %
Total Paid to MWSBEs:	\$ _____	MWSBE Goal Attainment this period: %

REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION
RFP #269-2018-047 Equipment Rentals and Related Products and Services

All requests for Bids or Proposals issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

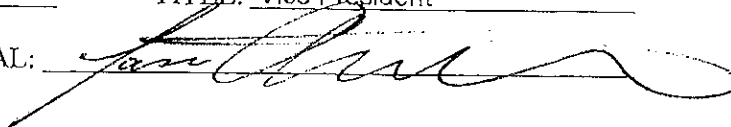
The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Proposal, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in Section 2.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Proposal submitted with this certification, and terminate any Contract awarded based on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Proposal and to any Contract awarded on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: Herc Rentals Inc.

BY: Jason Oosterbeek

TITLE: Vice President

SIGNATURE OF AUTHORIZED OFFICIAL: 

DATE: 01/21/2018

REQUIRED FORM 9 – DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

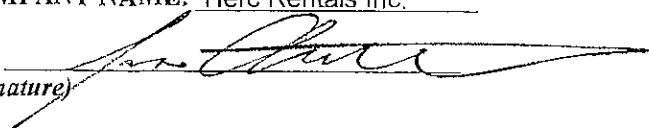
The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

☒ **Option 1: I certify to all of the above statements.**

COMPANY NAME: Herc Rentals Inc.

BY: 

(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 6/21/2018

☐ **Option 2: I cannot certify to one or more the above statements. Attached is my explanation.**

COMPANY NAME: _____

BY: _____

(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.

Exhibit D

Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Contract to Provide Equipment Rentals and Related Products and Services (the "Contract") between the City of Charlotte and Herc Rentals Inc. ("Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Company certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an

- employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
 - c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/10/2018

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED HERC Rentals Inc. 27500 Riverview Center Blvd Bonita Springs FL 34134 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ACE Property & Casualty Insurance Co.	20699
	INSURER B: ACE American Insurance Company	22667
	INSURER C: ACE Fire underwriters Insurance Co.	20702
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570072954376 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			HDOG71095976	06/30/2018	06/30/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISAH25159494	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$25,000			XOOG28131549003	06/30/2018	06/30/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC65223715 Workers Comp (AOS) SCFC65223752 Workers Comp (WI)	06/30/2018 06/30/2018	06/30/2019 06/30/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

City of Charlotte is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of subrogation is granted in favor of City of Charlotte in accordance with the policy provisions of the General Liability, Auto Liability, and Workers Compensation policy. General Liability and Auto Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. General Liability and Auto Liability evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern

CERTIFICATE HOLDER

City of Charlotte
600 East Fourth Street, CMGC
9th Floor
Charlotte NC 28202-2850 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

Aon Risk Services South, Inc.

Holder Identifier :

Certificate No : 570072954376

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services South, Inc.		NAMED INSURED HERC Rentals Inc.	
POLICY NUMBER See Certificate Number: 570072954376			
CARRIER See Certificate Number: 570072954376	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.



EQUIPMENT RENTALS, AND RELATED PRODUCTS AND SERVICES
RFP # 269-2018-047 Solicitation and Evaluation Summary

Background

On May 22, 2018, the City of Charlotte Procurement Management Division issued a Request for Proposals (RFP) for interested suppliers to provide Equipment Rentals and Related Products and Services to satisfactorily support the City of Charlotte, and other public agencies supported under this contract. The City of Charlotte served as Lead Public Agency on behalf of the U.S. Communities Government Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), state, other government agency or nonprofit organization may purchase Products and Services through this contract.

Solicitation Process

1. Request for Proposals (RFP # 269-2018-047) was issued in accordance with NC State Statutes (G.S. 143-129) and the Citywide Procurement Policy (MFS 24) on May 22, 2018.
2. We advertised the solicitation in the *Charlotte Observer* newspaper (affidavit attached), posted the solicitation on the NC Interactive Purchasing System (NCIPS) website at: www.ips.state.nc.us, City of Charlotte website at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>, and U.S. Communities website at: www.uscommunities.org. Although not required by law or policy, we also sent a courtesy email notification of the opportunity to bid to 34 vendors that are registered with the City under related NIGP commodity codes 981.
3. A Pre-proposal conference was held on June 6, 2018 to review specifications and allow the suppliers to ask questions pertaining to the proposal process or specifications. (Although law does not require a pre-proposal, it is the City's practice to conduct pre-proposals.)
4. The NC laws does not require a public bid opening when RFPs are used for services, technology or a combination of goods and services where the knowledge and expertise of the vendor is more critical and detailed specifications is not practical, or not as simple to define or measure. Since the proposal responses may vary widely and/or contain proprietary or trade secret information, the NC statutes does not require public openings for RFP responses to allow the city to evaluate the proposals and protect proprietary information from public record requirements.
5. That being said, the City of Charlotte did require sealed proposals to be submitted by the advertised deadline. Section 3.5 of the RFP also included information regarding the submission of proposals location by 2:00 p.m. on June 26, 2018. Although it wasn't a public opening, the City did not prohibit any vendors from attending the 2:00 deadline meeting to see who submitted proposals but not to review any competitor's proposals. All proposals submitted were received via UPS, Federal Express, or hand delivery but no vendor elected to attend this meeting.
6. We received three (3) sealed proposals in response to the RFP that were stamped and stored unopened until June 26, 2018 from the following:
 - Herc Rentals
 - Sunbelt Rentals
 - Big Truck Rental
7. The proposal from Sunbelt was deemed non-responsive due to failure to comply with requirements of the RFP.
8. On June 27, 2018, all proposals received were uploaded to a secure Egnyte website and a link was sent to the Evaluation Team ("Team") consisting of the following:

Voting Members:

- Genetta Carothers- City of Charlotte, NC
- Adrienne Lewis- City of Charlotte, NC
- Sharon Loosman- NC State University, NC
- Bobbie Wilkerson- Hartford County Public Schools, MD
- Michael Sullivan- Los Angeles Dept. Water and Power, CA

Non-Voting Members:

- Alexis Turner, U.S. Communities
- Tyler McCall, U.S. Communities
- Bryan Shumey, U.S. Communities

Please note that U.S. Communities members reviewed the proposals for compliance with U.S. Communities requirements but they did not score proposals, and did not have a vote on the final recommendations.

Evaluation of Proposals

1. All Team members conducted individual evaluations of each proposal received based on the criteria stated in Section 3.8 of the RFP, and in accordance with, and subject to, all relevant statutes, ordinances, rules and regulations that govern procurement in the state of North Carolina.

The Evaluation Team determined the most comprehensive, competitive, and best value solutions that were most advantageous to the Lead Public Agency and potential Participating Public Agencies, based on the following criteria:

- A. Compliance with all requirements of the RFP;
 - B. Relevant qualifications and experience;
 - C. National/Corporate support (including response to all U.S. Communities requirements and inclusion of signed, unaltered Administration Agreement).
 - D. Range and quality of products and services offerings, including technological advances, and value added related services;
 - E. Proposed approach and proposed solution (including lease and/or purchase options);
 - F. Pricing;
 - G. Financial Qualifications;
 - H. MWSBE factors specified in the RFP; and
 - I. References
2. The Evaluation Team submitted their individually completed evaluation matrix to Karen on or before July 20, 2018.
 3. The City of Charlotte combined scores for first round evaluations of the team.
 4. The Evaluation Team met in Charlotte, North Carolina on July 24-25, 2018.
 5. The Team reviewed the proposals and made a list of questions as we discussed each proposal. Karen e-mailed each company the list of questions prior to the conference calls.
 6. The Team held conference calls with Herc Rentals and Big Truck Rental and asked the list of prepared questions. Both companies provided verbal clarifications, and also submitted written responses to Karen via email.
 7. All additional information received from Herc Rentals and Big Truck Rental was forwarded to each Evaluation Team member for review and comments. The Team re-evaluated their individual scores for each vendor based on the information obtained during the conference calls. As a result, the Evaluation Team members submitted revised scores.

8. The Team unanimously agreed on recommending Herc Rentals as having the most comprehensive and advantageous proposal and best met the overall solution for the City of Charlotte and potential participating public agencies nationwide through U.S. Communities.
9. Big Truck Rental only provides the lease of refuse trucks but after review and research, the Team determined that a second contract award to Big Truck would be beneficial to all participating public agencies due to the specialized product and services offering.
10. A recommendation was made to the Charlotte City Council for consideration at the regularly scheduled Council meeting on September 24, 2019 to award the contracts as recommended.
11. City Council approved the contract with Herc Rentals and Big Truck Rental (approved consent item attached).
12. The effective date of the contracts and Master Agreements will be November 1, 2018 for the term of five (5) years with the option to renew for two (2) additional two-year terms.

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
205406	0003675690	ADVERTISEMENT, PROPOSALS WANTED: Sealed proposal responses

Attention: Christine Goodson

CITY OF CHARLOTTE PROCUREMENT SERVICES
600 E 4TH ST
CHARLOTTE, NC 28202

ADVERTISEMENT, PROPOSALS WANTED:

Sealed proposal responses will be received by the City of Charlotte, Procurement Management Division at the Charlotte-Mecklenburg Government Center (CMGC), 600 E. 4th Street, Charlotte, NC, until 2:00 p.m. on June 26, 2018 for the following: "Equipment Rentals and Related Products and Services", RFP #269-2018-047. A pre-proposal meeting will be held on June 6, 2016 at 1:00 p.m. in room #280 of the CMGC. To obtain a copy of the RFP, please go to <http://www.ips.state.nc.us>, or contact Karen Ewing at 704-336-2992. The City of Charlotte reserves the right to reject any and all proposals.
LP3675690

North Carolina } ss

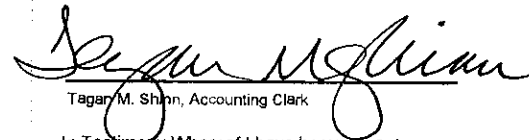
Mecklenburg County }

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

1 Insertion(s)

Published On:

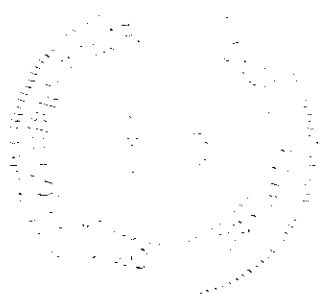
May 22, 2018


Tager M. Shon, Accounting Clerk

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 31st day of May, 2018

My Commission Expires: 12/11/2022


Cherri St. Foster
Notary Signature




Agenda Date: 9/24/2018
Agenda #: 35.File #: 15-8810 Type: Consent Item

Equipment Rentals and Services

Action:

- A. Approve unit price contracts with the following companies for Equipment Rentals and Related Products and Services for an initial term of five years:**
- Herc Rentals,
 - Big Truck Rentals (for refuse truck rentals only), and
- B. Authorize the City Manager to renew the contracts for up to two, two-year terms with possible price adjustments and to amend the contracts consistent with the purpose for which the contracts were approved.**

Staff Resource(s):

Robert Campbell, Finance
 Kay Elmore, Finance

Explanation

- City departments rent equipment such as generators, excavators, cranes, forklifts, tower lights and message boards that are required during construction projects, water and sewer line installation, power outages, and other routine needs or emergency situations.
- On March 23, 2018, the City issued a Request for Proposals (RFP); three proposals were received.
- The City issued this solicitation on behalf of U.S. Communities Government Purchasing Alliance which selected the City as Lead Public Agency to solicit proposals for these services on behalf of all states, local governments, school districts, and higher education institutions in the United States.
- U.S. Communities is sponsored by the National League of Cities, The National Association of Counties, the Association of School Business Officials International, the United States Conference of Mayors, and the National Governors Associations.
- U.S. Communities is available to over 90,000 local governments and public agencies and reduces costs by combining the volumes and purchasing power of public agencies nationwide.
- As Lead Agency, the City is responsible for the solicitations process, contract management and consulting with participating public agencies regarding the contract.
- Herc Rentals and Big Truck Rentals best meets the City's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements and ability to provide the products and services to public agencies in all 50 states.
- Big Truck Rentals will provide refuse truck rentals only that are needed by Solid Waste Services when City trucks are down for extended maintenance and repair, or when additional trucks are needed for special or emergency events.
- Annual expenditures for the Herc Rentals contract is estimated to be \$800,000.
- Annual expenditures for the Big Truck Rentals contract is estimated to be \$40,000.

Charlotte Business INclusion

Established MWSBE Goal: 10.00%
 Committed MWSBE Goal: 15.60%

Agenda #: 35.File #: 15-8810 Type: Consent Item

Herc Rental exceeded the established subcontracting goal and has committed 15.60% (\$125,000) of the total contract amount to the following certified firm(s) (Part B: Section 3 of the Charlotte Business INClusion Policy):

- Streeter Trucking (SBE) (\$25,000) (Equipment Hauling)
- Shoreline Trucking (MBE/SBE) (\$25,000) (Equipment Hauling)
- Eastway Wrecker Services, Inc. (MBE) (\$25,000) (Equipment Hauling)
- RW Trucking, Inc. (SBE) (\$25,000) (Equipment Hauling)
- Murphy Law Trucking (MBE) (\$25,000) (Equipment Hauling)

Big Truck Rentals

No subcontracting goal was established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business Inclusion Policy)

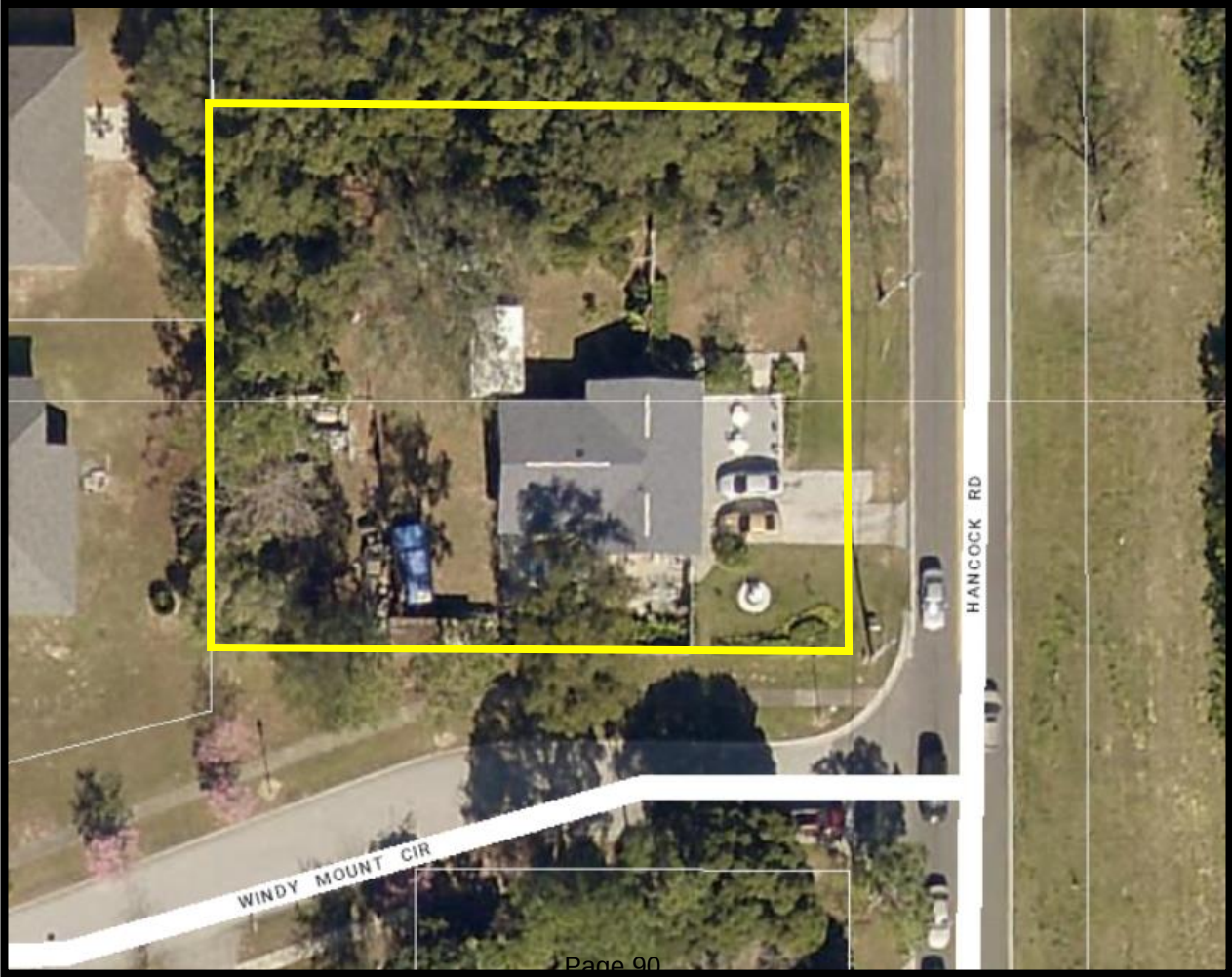
Fiscal Note

Funding: Departmental Operating Budgets

AGENDA ITEM

Meeting Date		
Tuesday, January 24, 2023		
Agenda Item Name		
Utility Agreement <i>Federico Rosado</i>		
Requested Action		
Recommend approval of the utility agreement.		
Staff Report		
The applicant, Federico Rosado, is requesting a utility agreement for potable water from the City of Clermont for residential use only. The applicant lives in a single family residence at 12029 S. Hancock Road. The property had an existing well that went out of service and the applicant desires to connect to City water.		
		
The home was constructed in 1986 and was supplied by well water. The well recently ceased to operate and no water is currently available at the home. Since potable water is available at the site, a well permit will not be issued to drill a new well. Staff recommends approval of the utility agreement.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Rosado - 12029 S Hancock Map	Rosado - 12029 S Hancock Map.pdf	
2. Rosado - 12029 Hancock	Rosado - 12029 Hancock.pdf	
3. Federico Rosado UA - Water AK 2839881	Federico Rosado UA - Water AK 2839881.docx	

Utility Service Agreement – Federico Rosado – AK 2839881
12029 S. Hancock Road





CITY OF CLERMONT
**UTILITY SERVICE AGREEMENT
APPLICATION**

For Utilities Outside of Municipal Boundaries & Determination of Capacity

Date			
Applicant <i>Federico Rosado</i>			
Contact Person:			
Address <i>12029 Hancock Rd</i>	City <i>Clermont</i>	State <i>FL</i>	Zip <i>34711</i>
Telephone <i>352-708-9131</i>	Fax —		
Email —			
OWNER INFORMATION			
Owner's Name <i>Federico Rosado</i>			
Owner Address <i>12029 Hancock Rd</i>	City <i>Clermont</i>	State <i>FL</i>	Zip <i>34711</i>
Telephone <i>352-708-9131</i>	Fax		
Email			
AGREEMENT INFORMATION			
Party Responsible for Agreement <i>Federico Rosado Teresa</i>			
Address of the Subject Property <i>12029 Hancock Rd. Clermont FL 34711</i>			
General Location of the Property (include Location Map)			
Area of the property: <i>1/2</i> acres			
Zoning:		County Future Land Use:	
Attach development orders, ordinances and staff reports by Lake County and the Florida Dept. of Economic Opportunity (DEO).			
Estimated Water Consumption (excluding irrigation): _____ gallons per day			
Estimated Sewer Consumption: _____ gallons per day			
Estimated Re-Use (Gray Water) Water Consumption: _____ gallons per day			
Attach a detailed description of project.			
Notes:			



CITY OF CLERMONT UTILITY SERVICE AGREEMENT APPLICATION

Items required for submittal include one (1) copy of the following items:

- ☐ Signed original application and materials requiring for processing
- ☐ Letter of capacity and utility line location from the City of Clermont Environmental Services Dept.
Phone: (352) 241-0178
- ☐ Proposed Site Plan (if applicable)
- ☐ Lake County Property Appraiser – Record Card
- ☐ Location Map
- ☐ Any applications currently on file with Lake County
- ☐ Any Lake County staff reports
- ☐ DEO or ECFRPC correspondence
- ☐ Any information needed for determination of utility services requested

Federico Rosado
Applicant Name (print)

x Federico Rosado
Applicant Name (signature)

Federico Rosado
Owner Name (print)

x Federico Rosado
Owner Name (signature)

Prior to submitting an application, a meeting with the City of Clermont is required

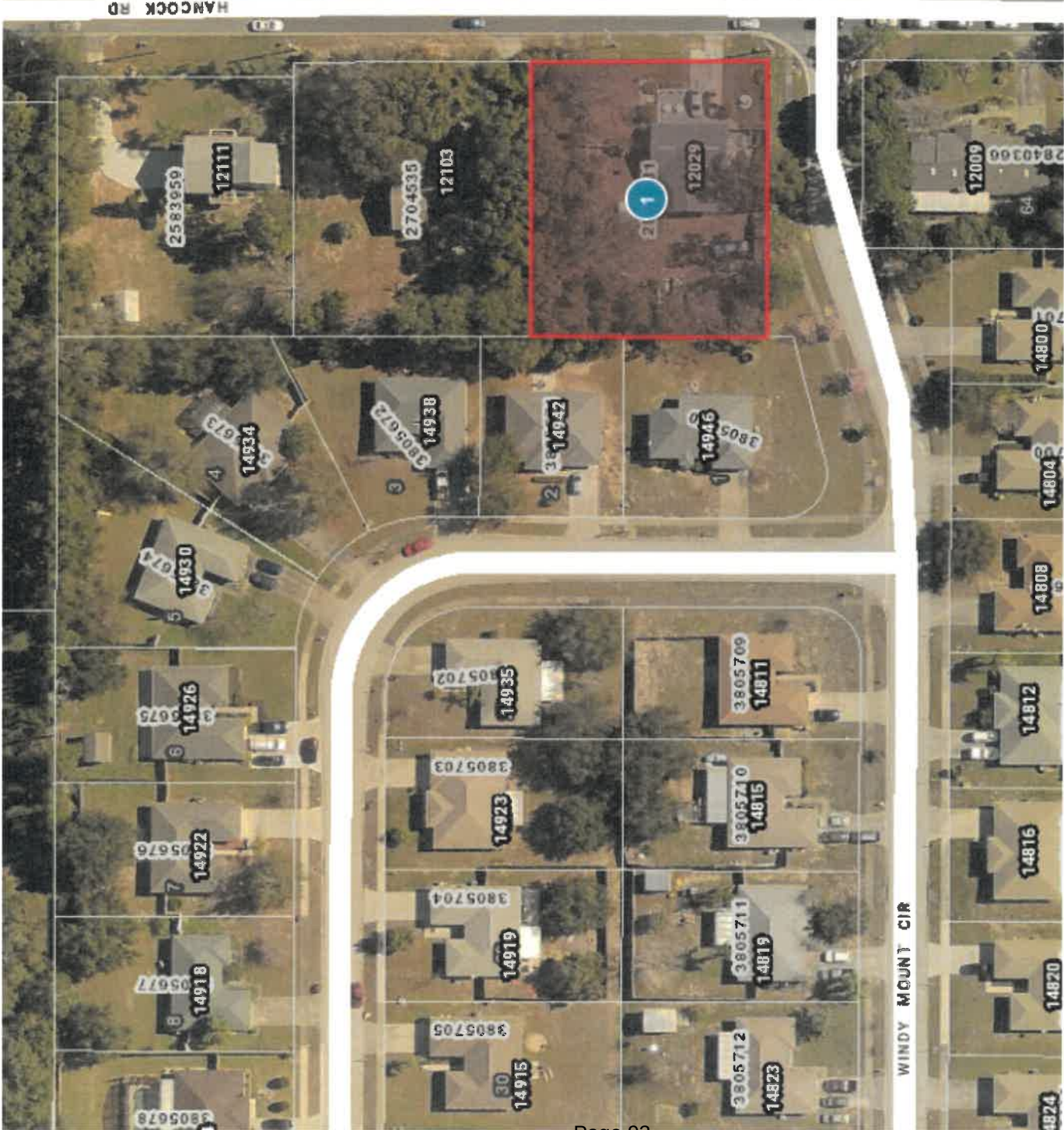
To schedule a meeting please contact:

Development Services Department
Phone: 352-394-4083

A review by the *Site Review Committee* may be required, which would require 6 sets of site plans for review by staff. Upon the receipt of all necessary information and review by staff the request will be scheduled for the next available City Council regular meeting.

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

03/09/2020



PROPERTY RECORD CARD

General Information

Name:	ROSADO FEDERICO & TERESA H	Alternate Key:	2839881
Mailing Address:	12029 S HANCOCK RD CLERMONT, FL 34711 Update Mailing Address	Parcel Number: 1	24-23-25-0800-064-00003
		Millage Group and City:	0003 Unincorporated
		2022 Total Certified Millage Rate:	13.3543
		Trash/Recycling/Water/Info:	My Public Services Map 1
Property Location:	12029 S HANCOCK RD CLERMONT FL, 34711	Property Name:	Submit Property Name 1
		School Information:	School Locator & Bus Stop Map 1 School Boundary Maps 1
Property Description:	POSTAL COLONY 33-22-26 S 132 FT OF N 396 FT OF E 179 FT OF TRACT 64--LESS E 25 FT FOR R/W--PB 9 PG 65 ORB 2242 PGS 1114, 1125		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

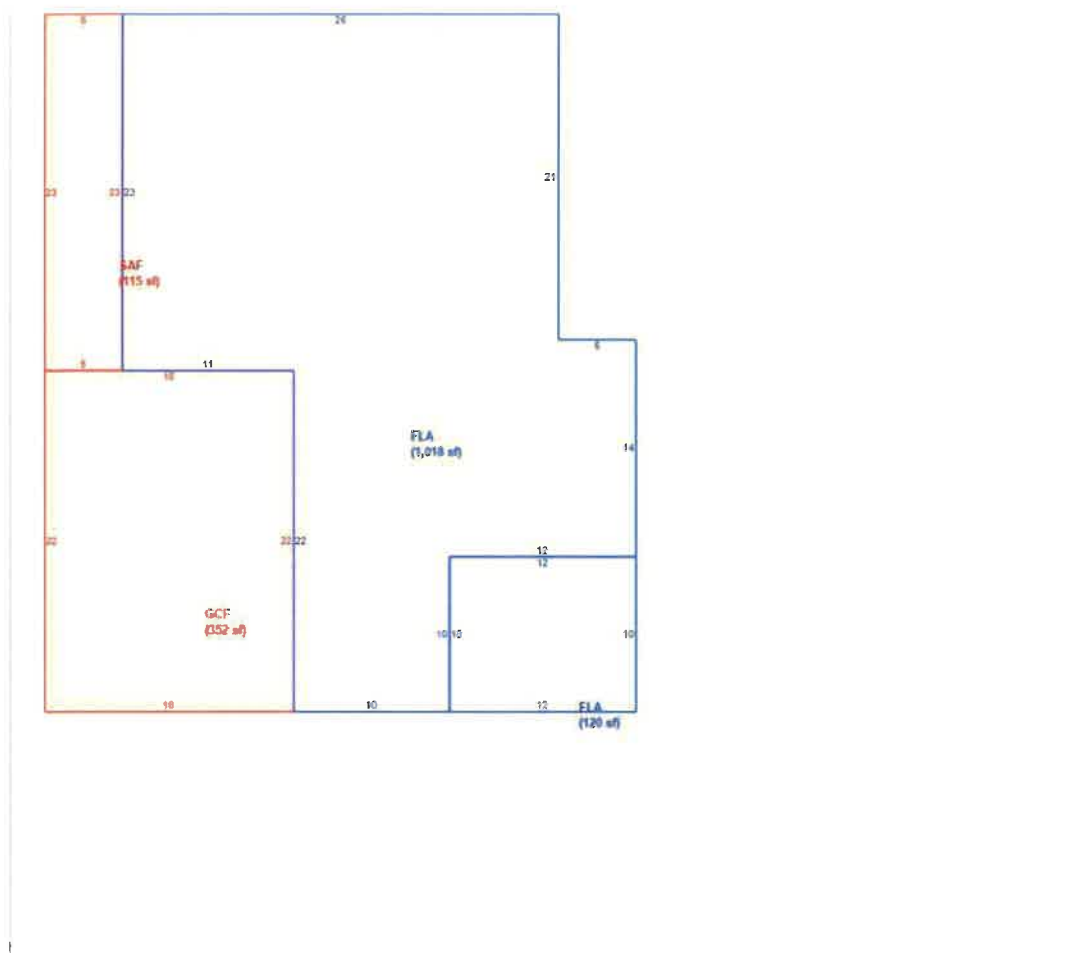
Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SINGLE FAMILY (0100)	0	0		1.000	Lot	\$0.00		\$40,000.00

[Click here for Zoning Info](#) [1](#)
[FEMA Flood Map](#)

Residential Building(s)

Building 1

Residential	Building Value: \$125,808.00		
Summary			
Year Built: 1986	Total Living Area: 1138 1	Central A/C: Yes	Attached Garage: Yes
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	Fireplaces: 0
Incorrect Bedroom, Bath, or other information? 1			
Section(s)			
Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	Stucco/Brick (03)	1.00	1138
GARAGE FINISHED STONE (GCF)		1.00	352
UTILITY STORAGE FINISHED WOOD (SAF)		1.00	115
View Larger / Print / Save			



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	UTILITY BLDG UNFINISHED (UBU3)	240	SF	2002	\$720.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
2242 / 1125	01/2003	Quit Claim Deed	Unqualified	Improved	\$0.00
2242 / 1114	01/2003	Warranty Deed	Qualified	Improved	\$99,900.00
852 / 1422	09/1985	Warranty Deed	Qualified	Vacant	\$5,000.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 WORKING VALUES that are subject to change until certified.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$166,528	\$99,280	\$0	5.0364	\$0.00
SCHOOL BOARD STATE	\$166,528	\$99,280	\$73,280	3.2500	\$238.16
SCHOOL BOARD LOCAL	\$166,528	\$99,280	\$73,280	2.9980	\$219.69
LAKE COUNTY WATER AUTHORITY	\$166,528	\$99,280	\$48,280	0.3083	\$14.88

ST JOHNS RIVER FL WATER MGMT DIST	\$166,528	\$99,280	\$48,280	0.1974	\$9.53
LAKE COUNTY MSTU STORMWATER	\$166,528	\$99,280	\$0	0.4957	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$166,528	\$99,280	\$0	0.4629	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$166,528	\$99,280	\$0	0.0918	\$0.00
LAKE COUNTY MSTU FIRE	\$166,528	\$99,280	\$0	0.5138	\$0.00
				Total: 13.3543	Total: \$482.26

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓ Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
✓ Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
✓ Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.

[Site Notice](#)

UTILITY SERVICE AGREEMENT - WATER

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

WITNESSETH

Whereas, OWNER is requesting service to an existing single family residential home which is located on 0.50+/- acres at 12029 S. Hancock Road, (Alt Key – 2839881) on real property (the “Property”) described on Exhibit ‘A’, attached hereto and by this reference made a part hereof; and

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

Whereas, as a condition of CITY providing said water service to the Property, OWNER is to extend water lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the site; and

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

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

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

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

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

- 1.1 CITY shall provide water service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water is provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements.
- 1.7 The OWNER shall be responsible for all costs of on-site and off-site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The existing utilities shall stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.9 The project shall provide access easements to the City of Clermont to access the water meter for the site. The City of Clermont will charge water fees based on the water meter readings.
- 1.10 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.11 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for an approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.12 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water lines and appurtenances, both on site and off site, required to serve the Property.
- 1.13 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees. All fees are non-refundable.

Section 2. DEVELOPMENT STANDARDS

- 2.1 Any other water service development items to the site that have not been addressed must be completed in accordance with City of Clermont standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 The use shall be limited to a single-family residential structure with typical water use, 250 gallons per day, annual average.
- 2.3 Existing well shall only be used for irrigation purposes and must not connect to the home or City Water supply. The owner shall maintain a RPZ backflow device on the potable water system and it shall be tested every two years at the OWNER'S expense.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, at its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a Notice of Encumbrance To Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A" and shall be accompanied, at OWNER's expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

The OWNER, agrees on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails, the OWNER shall connect to City's sewer system when a sewer connection is available as determined by City.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

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

CITY

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

OWNER

Federico Rosado
12029 S. Hancock Road
Clermont, FL 34711

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE AND TERM

This agreement shall take effect as of the latest date either party executes this agreement and shall expire on the fifth anniversary thereof unless extended by a subsequent agreement of the parties.

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

DATED this 24th day of January 2023.

CITY OF CLERMONT

ATTEST:

Tim Murry, Mayor

Tracy Ackroyd Howe, MMC, City Clerk

OWNER:

Federico Rosado

Signature

Print Name

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, as _____ of _____, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public _____

SEAL:

Type/print name _____

EXHIBIT "A"
PROPERTY DESCRIPTION

Owner:

Federico Rosado

12029 S. Hancock Road
Clermont, FL 34711

Description:

POSTAL COLONY 33-22-26 S 132 FT OF N 396 FT OF E 179 FT OF TRACT 64--LESS
E 25 FT FOR R/W--PB 9 PG 65 ORB 2242 PGS 1114, 1125
Containing 0.50 +/- acres more or less.

Lake County Alternate Key Numbers:

2839881



EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this **24th day of January, 2023**, between Federico Rosado, property owner in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

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

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

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

Exhibit "A"

GRANTER, agrees on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns that once the property is annexed into the City, in the event that the septic tank or septic field fails,

the GRANTER shall connect to City's sewer system when a sewer connection is available as determined by City.

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

PROPERTY OWNER(S):

WITNESSES (Two required):

Federico Rosado

Witnesses

By: _____
Signature

Type or print name

1. _____
Signature

Type or print name

2. _____
Signature

Type or print name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____

SEAL:

Type/print name _____

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2023		
Agenda Item Name		
Agreement Termination		
Requested Action		
Requesting approval to terminate the agreement between the City of Clermont and Wannemacher Jensen Architects, Inc. for the design of Fire Station #2.		
Staff Report		
The Procurement Services Department and the Fire Department recommend approval of the above action. The current design for Fire Station No. 2, a two-story station, is 60% complete and \$151,176 has been expensed to date. The architecture firm was asked to redesign the station from a two-story to a one-story station in a different location and the estimated cost to redesign and relocate would be an additional \$686,220. Due to the additional cost and change to the scope of the project, it is recommended that this contract be terminated and to re-issue a new solicitation for the redesign of Fire Station No. 2. Per Section 18.0 of the contract, the City may terminate the agreement without cause and for the convenience of the City upon 30-days written notice to the architect.		
Additional Analysis		
Fiscal Impact Summary		
There will be no additional amounts that will be due for the previously awarded contract.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	22.12.07 Clermont Fire Station WJA Fee Proposal	22.12.07 Clermont Fire Station WJA Fee Proposal.pdf

David Ezell, MPA, CFO
Fire Chief
Clermont Fire Department
439 West Highway 50
Clermont, Florida 34711
www.ClermontFL.gov

December 7, 2022

Ref: Architectural and Engineering Design Services Agreement for Clermont Fire Station

Wannemacher Jensen Architects, Inc. (Architect) is pleased to submit this proposal to provide design services for the City of Clermont (Client). This proposal is based upon the following assumptions.

Project Description/Information

Location:

3.50-acre portion of Lake County Property Appraiser alternate key #1593905 shown below, property also being in Section 10, Township 23 South, Range 26 East, Clermont, Lake County, Florida.

Project information, Program and Physical Characteristics:

Design and construction of a single-story building with a footprint of approximately 15,000 square feet. Four apparatus bays and 12 dorms are anticipated. A training/meeting room will be included.

Client's Budget for Construction Cost and Delivery Method:

Estimated construction budget of \$6.5m. Building Cost estimated at \$5.5 million. Hard-Bid Delivery Method.

Scope of Basic Services

The Basic Services below consist of the usual and customary Schematic Design, Design Development, Construction Documents, Permitting/Bidding, and Construction Administration for architectural, structural, mechanical, electrical, and plumbing engineering services. Services not set forth in the Scope of Basic Services are considered Supplemental Services.

Task 1: Schematic Design

Based upon a Client provided approved program of spaces, the Architect will prepare Schematic Design Documents for review and approval. The documents will consist of items necessary to convey the nature of the schematic approach, including an architectural site plan, preliminary building plans and other drawings as needed by Architect for Client review and feedback.

The Architect will:

1. Coordinate and attend a kick-off meeting to discuss and reach an understanding of the Client's Project requirements.
2. Review the program and other information provided by the Client, review laws, codes, and regulations applicable to the Project.
3. Evaluate the Client provided program, schedule, budget for the Cost of Work, Project site, and other information pertinent to the requirements of the Project.
4. Coordinate and attend up to two progress meeting(s).
5. Prepare one Schematic concept consisting of a site plan, preliminary building plan, sections and elevations required to develop and coordinate the schematic scope of work.
6. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
7. Submit Schematic Design Documents for Client's review and approval.

Task 2: Design Development

Based upon the Client's approval of the Schematic Design Documents, the Architect will prepare Design Development Documents for review and approval. The Design Development Documents will consist of items necessary to illustrate and describe the development of the schematic design, including building plans, sections, elevations, and diagrammatic layouts of building systems necessary to convey the character of the project.

The Architect will:

1. Coordinate structural, mechanical and electrical systems with engineering design consultants as needed to meet the project requirements.
2. Prepare developed plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems.
3. Coordinate and attend up to two progress meeting(s).
4. Outline specifications that identify the major materials and systems.
5. Submit Design Development Documents for Client's approval.

Task 3: Construction Documents

Based upon the Client's approval of the Design Development Documents, the Architect will prepare Construction Documents for review and approval. The Construction Documents will illustrate and describe the further development of the approved Design Development Drawings and will consist of detailed Drawings and Specifications that describe requirements for the construction of the work. The Construction Documents will be used for the purpose of bidding, permitting, and construction.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Coordinate and attend up to two progress meeting(s).
3. Incorporate the design requirements of governmental authorities having jurisdiction over the Project
4. Prepare a set of Construction Documents including detailed design plans, detailed building system plans, specifications identifying materials, systems and their respective standard of quality.
5. Submit Final Construction Documents to Client

Task 4: Assistance with Permitting/Bidding

Following the submission of the Construction Documents for Client's approval, the Architect will assist the Client/Contractor with permitting and obtaining bids from Contractors/subcontractors.

The Architect will:

1. Provide Signed and Sealed document sets for the building permit
2. Respond to questions, provide clarifications, and modify documents as required in response to Permit Review comments
3. Assist the Client/Contractor with preparation and distribution of bid documents.
4. Respond to questions and provide clarifications and interpretations of the Construction Documents to Client/Contractor and prospective subcontractors.

Task 5: Construction Administration

The Architect will provide construction oversight to review if the project is being performed in accordance with the Construction Documents. The Architect will assist the Contractor when conflicts or clarifications are needed. The Architect will make periodic site visits to observe construction and follow the progress.

The Architect will:

1. Review and certify Contractor's pay applications based on the Architect's best knowledge of the information and data available to Architect.
2. Attend site visits/meetings at the project site to evaluate the progress of Construction.
 - a. It is anticipated that all site visits and meetings will be completed concurrently.
3. Review and respond to the contractor's submittals and shop drawings.
4. Review and respond to the contractor's requests for information (RFIs).
5. Provide telephone and email correspondence as necessary.
6. Attend one Substantial Completion walk-through.
7. Attend one Final Completion Walk-Through.
8. Review and respond to the Contractor's prepared as-built drawings.

A construction duration not exceeding 12 months is anticipated based on the project information. Up to 24 site visits/meetings at the Project site are included.

Supplemental Services

The following services are not included in Basic Services but may be required for the Project or requested by the Client.

Task 6: Geotechnical Engineering

1. Underground Utility Clearance:

Obtain underground utility clearance prior to commencing our drilling operations. Consultant will contact "Sunshine One-Call" Service to obtain underground public utility clearance. The underground utility clearance outside of the public domain shall be the responsibility of the Client. We assume that any private underground utilities existing in the exploratory areas will be identified and clearly marked prior to mobilization.

2. Limited Site Access Trail Clearing:

Based on a review of available aerial imagery, we anticipate limited site access trail clearing will be required in order to access the boring locations.

3. Field Testing:

Consultant proposes that the subsurface conditions within the proposed building, pond, and parking/driveway areas of the project be explored by Standard Penetration Test (SPT) soil borings. Table 2 summarizes the proposed subsurface exploration program by SPT borings.

Table 2 – Proposed Subsurface Exploration Program Design Element	Number of Borings	Boring Depth (feet)	Drilling Footage (feet)
Building	3	20	60
Three-lane Drive-Through Bay Area	1	20	20
Stormwater Pond	1	20	20
Parking and Access Drives	4	10	40

At each SPT boring location, PSI will sample continuously for the upper 10 feet, then at five-foot intervals thereafter. Samples of the in-place materials will be recovered with a standard split barrel sampler driven with a 140-pound hammer falling 30 inches (the Standard Penetration Test will be performed in general accordance with ASTM D1586). Encountered groundwater depths during drilling will be documented as part of the explorations. Upon completion of the proposed soil borings, all boreholes will be grouted in general accordance with Water Management District Requirements.

Additionally, near the location of the stormwater pond SPT boring, we will perform one Double-Ring Infiltrometer (DRI) test in an area that can be readily excavated with and equipment. We will require a site plan depicting the design and layout of the proposed development to anticipate the above mentioned boring locations as these will be located by estimating distances from features identified on the plans provided. Please note the locations of the borings will ultimately depend on underground/overhead utility clearance and/or accessibility.

LABORATORY TESTING

Representative soil samples obtained during the field exploration program will be transported to our laboratory in Tampa, Florida for visual classification and to perform a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program. Specific laboratory testing for this project will be determined once we have completed the field exploration phase of services, as well as the visual logging and classification of the samples obtained.

REPORT

Upon completion of our field exploration and laboratory testing programs, the data will be reviewed by one of our geotechnical engineers and a report will be prepared. The report will include the following:

1. A plan of the site showing the approximate boring locations.
2. Logs of the exploratory borings, which will include the USCS soil classification, brief soil descriptions and groundwater levels noted at the time of drilling.

3. Recommendations for shallow foundation systems including allowable soil bearing capacity.
4. Estimation of potential foundation settlements.
5. Criteria for construction of slab on grade floor systems and estimated modulus of subgrade reaction.
6. General site preparation criteria, including placement and compaction of fill as well as our opinion on the suitability of on-site materials for use as structural fill.
7. Recommendations for design and construction of pavements (both asphalt and concrete sections).
8. The results of the infiltration test.

An electronic copy of the report will be sent upon completion of our study. Up to two paper copies of the report can be provided upon request.

Task 7: Boundary Survey

Prepare a Boundary Survey for the 3.50-acre portion of Lake County Property Appraiser alternate key #1593905 shown below, property also being in Section 10, Township 23 South, Range 26 East, Clermont, Lake County, Florida. The survey will include establishing and marking the exterior boundary lines and locating any improvements along the boundary perimeter. The existing improvements, adjacent rights of way, surface evidence of existing utilities and road paving improvements will also be field located and shown on survey. A description will be written for the proposed parcel. The review of a title commitment is not included with this proposal. Any additional requests or revisions will be subject to a change order.

Task 8: Topographic Survey

Prepare a Topographic Survey for the above referenced parcel. All improvements including surface evidence of utilities, storm drainage and sanitary system information affecting the parcel will be shown. Drainage and sanitary pipe size, type and elevation data will be depicted. The survey will include spot elevations to determine 1-foot contour intervals. Topographic coverage will extend 25 feet beyond the boundary lines adjacent to neighboring parcels and extend to the East edge of pavement of Hancock Road.

Task 9: Route Survey

Prepare a Route Survey for engineering design. The limits are for Hancock Road starting at the North right of way line of Kingston Ridge Drive to the intersection of Hartwood Marsh Road proceeding North, East and West 100 feet of said intersection, (APPROXIMATE LENGTH = 1,900 LINEAR FEET). It is understood that adequate topographic coverage will be collected for the full right of way of above referenced streets. The survey will include spot elevations to determine 1 foot contour intervals. The survey will also include establishing the public rights of way. All surface improvements will be located within the right of way including any ditches, evidence of utilities flagged or marked by others, above ground utilities, driveways, sidewalks, mailboxes, fences and trees. Invert elevations on existing sanitary sewer manholes and storm structures will be measured and shown on the survey. Any additional requests to the above scope are subject to a change order.

Task 10: Tree Survey

Protected Trees 4 inches and above unless listed by the UF/IFAS Assessment of Non-native Plants, "Prohibited" or "Invasive - Not Recommended" tables will be located and shown on the survey. All trees will have the diameter at breast height and common name listed on survey.

Task 11: Utility Locations

Designate the horizontal positions for but not limited to Water, Gas, Fiber, and Telephone as marked in red on map provided on 12/06/22, starting at Hartwood Marsh Road south on Handcock Road full right of way to Kingston Ridge Drive for approximately 1,500 feet.

This estimate does not include lane closures, permits, or bonds.

Precise Locating Services equipment and methods for finding/locating underground utilities and features are the industry recognized procedures. Although effective and reliable, there is the possibility that all utilities may not be located or field verified due to environmental or soil conditions, water table, excessive depth, feature makeup and/or equipment limitation.

Task 12: Offsite Utility And Lift Station

Consultant will prepare offsite utility plans based on the route survey and as-built information supplied by the city. Consultant will prepare lift station calculations for tie into the existing force main based on pressures supplied by the city. Lift station electrical controls will be per city standard detail, and list station electrical component design is not included in this proposal.

Task 13: Code Compliant Landscape and Irrigation Plans

Consultant will prepare code compliant landscape plans and in conformance with the CITY regulations, and CLIENT comments. If required, Consultant will prepare tree removal plans, denoting trees to be preserved and removed as well as tree mitigation calculations for removal and replacement. It is our understanding that these plans will be included in the construction plans as previously described in this proposal. Consultant is able to prepare an “enhanced” landscape plan, which may include pavers, entry features, retaining walls, lighting plans, fountains, signage, common areas, pools, pool areas, and other site amenities, but is not included within this proposal.

Consultant will prepare Irrigation plans denoting 100% coverage of all proposed landscape enhancements. Irrigation plans will include appropriate turf/bed/tree zones, approximate point of connection, mainline piping, lateral piping, head layout, required performance specifications, notes and details to satisfy installation of irrigation system. It is assumed that the irrigation system is to be supplied by either potable water serving the property or a subsurface irrigation well (permitted by others). If a surface drawn pumping system is desired, that will be considered an additional service.

Our proposal does not include design for piping connections to an effluent reuse water system beyond the project boundaries.

Consultant will coordinate, as required, with the local agency staff during the review/approval process to address comments for clarification and/or provide additional information to refine plans prior to resubmittal. Re-submit for approval based on the comments and additional information requests received from the staff. Any additional coordination/design/permitting/plans preparation required due to client redesign shall be billed as an hourly expense under CLIENT/AGENCY COORDINATION SERVICES phase.

Task 14: Civil Engineering

ONSITE CIVIL DESIGN – CITY OF CLERMONT SITE PLAN APPROVAL

Prepare Civil Engineering Site Plan for the proposed construction of a new fire house building to be constructed on the site to be purchased from First Baptist Church of Clermont. Plans to include new driveway, parking and stormwater system, to meet City LDR's.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMITTING

Prepare and submit SJRWMD application form, including supporting stormwater calculations and required exhibits. Review SJRWMD staff comments, make necessary plan and/or calculation changes necessary for obtaining permit.

FDEP WASTEWATER PERMIT

Prepare and submit FDEP Individual Permit application for Wastewater Collection and Transmission System. Coordinate with the City of Clermont for review of wastewater collection system and signing of FDEP application as utility provider, attend meeting(s) with the City, and respond to request for additional (RAI) from FDEP.

FDEP WATER PERMIT

Prepare and submit FDEP General Permit application for water distribution system. Coordinate with the City of Clermont for review of potable water system and signing of FDEP application as utility provider, attend meeting(s) with the City, and respond to request for additional information (RAI) from FDEP.

LAKE COUNTY DRIVEWAY CONNECTION PERMIT

Submit plans for the driveway connection at Hancock Road to Lake County for a Lake County Driveway permit.

LAKE COUNTY RIGHT-OF-WAY UTILIZATION PERMIT

Submit plans for grading and/or new utility connections that may take place within the Lake County right-of-way for a Lake County right-of-way utilization permit.

CONSTRUCTION ADMINISTRATION

Consultant will advise and consult with Owner and act as its representative during construction. Consultant will make regular visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Consultant will review and approve shop drawings, results of tests and inspections, and other data that the contractor is required to submit.

Task 15: AV/IT/Security Design

IT/AV Design and Coordination with City's IT Staff, Design Specifications and Equipment Selection for implementation of City's Low Voltage Design/Systems Requirements for Low Voltage Systems such as Phone/Data, Fire Alarm, Alert System, Security and Accessibility, for Owner Selected / Specified Systems.

Scope of Work and Services will include the following:

1. A Design Team Meeting and Coordination with City's IT Staff
2. IT/AV Specifications and Construction Documents (Revit (BIM) or AutoCAD).
3. Design Documents, Reviews and Responses for:
 - Design Development
 - Construction Documents
 - Bid Assistance
4. Responses to any Building Department Reviews.
5. Construction Administration Services such as Contractor RFI's, Shop Drawing Review and if necessary, a Site Visit for a Punch List.

Task 16: Interior Design and Furniture

WJA's scope of services will include interior design services for the project. The Interior Designer will:

1. Attend meetings with the City's design team to assess new furniture needs.
2. Survey selected existing building furniture and equipment if required.
3. Prepare furniture plans and drawings to assist with placement & installation.
4. Perform materials research and compile selections.
5. Provide specifications and select all room finishes, including carpet, paint, wallcovering, wall base, plastic laminate at millwork cabinets, vinyl composition tile, furniture fabric, exterior window blinds, etc.
6. Provide assistance with new furniture selection and furniture specifications.
7. Provide assistance with the solicitation and review of competitive bids from furniture manufacturers.
8. Provide on-site assistance during move-in.

Task 17: Lightning Protection

MEP Engineer will include a Lightning protection design specification for the project.

Task 18: Emergency Generator

MEP Engineer will include a back-up generator design for the entire building.

Task 19: Site Lighting

MEP Engineer will provide site lighting photometric and branch wiring design for parking areas at the Fire Station.

Task 20: Cost Estimating

A detailed cost estimate will be completed after 30%, 60%, & 90% construction documents.

Task 21: Apparatus Bay Diesel Exhaust System

MEP Engineer will include a diesel exhaust system design for the apparatus bay.

Task 22: Public or City Council Meetings/Presentations

Attendance at up to two public or City Council meetings/presentations

Task 23: Photorealistic Rendering

WJA will provide one photorealistic rendering of the project design.

PROPOSED FEES:

The following is a summary of the total fees for all services listed above.

Task	Basic Services	Total Fee
Task 1	Schematic Design	\$62,388
Task 2	Design Development	\$103,980
Task 3	Construction Documents	\$158,050
Task 4	Assistance with Permitting/Bidding	\$8,318
Task 5	Construction Administration	\$83,184
	Sub-Total	\$415,920
Task	Supplemental Services	Total Fee
Task 6	Geotechnical Engineering	\$10,500
Task 7	Boundary Survey	\$12,420
Task 8	Topographic Survey	\$15,525
Task 9	Route Survey	\$20,585
Task 10	Tree Survey	\$9,500
Task 11	Utility Locations	\$4,430
Task 12	Offsite Utility And Lift Station	\$14,950
Task 13	Code Compliant Landscape and Irrigation Plans	\$9,775
Task 14	Civil Engineering	\$79,925
Task 15	AV/IT/Security Design	\$17,250
Task 16	Interior Design and Furniture	\$15,000
Task 17	Lightning Protection	\$1,100
Task 18	Emergency Generator	\$2,400
Task 19	Site Lighting	\$6,500
Task 20	Cost Estimating	\$13,800
Task 21	Apparatus Bay Diesel Exhaust System	\$1,200
Task 22	Public or City Council Meetings/Presentations	\$3,440
Task 23	Photorealistic Rendering	\$2,000
	Sub-Total	\$240,300
	Estimated Reimbursable Expenses (Allowance)	\$10,000
	Design Contingency (Allowance)	\$20,000
	Total	\$686,220

The Basic Services fee is based on the State of Florida's Department of Management Services Fee Curve utilizing a Construction Budget of \$5,500,000 at 8.13% (Complexity A). If the Client's Construction Budget is increased, the Architect's Basic Services shall be recalculated based on the most recent budget amount.

Reimbursable Expenses (Allowance)

Reimbursable expenses are in addition to compensation for Basic and Supplemental, and Additional Services and include expenses incurred by the design team directly related to the Project.

Compensation for reimbursable expenses shall be the cost of expenses incurred plus 10%. Reimbursable expenses include but are not limited to:

1. Printing and Plotting costs incurred by the A/E Design Team for review, team distribution, and Bid & Permit Documents.
2. Courier, Mail and Delivery.
3. Transportation and travel
4. Presentation materials
5. Other similar Project-related expenditures

The Reimbursable Expenses is an estimate and may not cover all reimbursable expenses necessary to either meet the Client's or Project's needs. Contrarily, the full estimated amount may not be required. Unused reimbursable expense allowance will not be billed to the Client.

Design Contingency (Allowance)

During the course of the project, the Client or Architect may identify Additional Services required which are necessary to either complete or enhance the overall project. If Additional Services are identified during the course of this project, the Architect will prepare a detailed work scope and fee to perform the Additional Services. Once the Client and the Architect have agreed on the scope and fee, the Architect will submit a Request for the Client's approval for the Additional Services under Design Contingency.

The Design Contingency is an estimate and may not cover all the additional services identified throughout the project which are necessary to either complete or enhance the overall project. Also, all funds within Design Contingency may not be required. Unused Design Contingency will not be billed to the Client.

The Following Services Are Not Included Within This Fee:

- Application fees and fees paid to secure approval from authorities with jurisdiction over the Project
- Monumentation of wetlands for Conservation Easement
- Platting
- Sketch and Descriptions for Conservation Easements
- Offsite Right-of-Way survey for utilities.
- Off-site Roadway or Transportation Improvements
- Turn Lane Design
- FEMA CLOMR
- FEMA Map Amendment
- NPDES Permitting
- Conditional Use Permit
- Earthwork Calculations
- Rezoning
- Land Use Changes
- Franchise Utility Coordination
- Signing and Pavement Marking Plans
- Army Corp. of Engineers Dredge and Fill
- Florida Fish and Wildlife Conservation Commission Permit

- Wetland Flagging/Delineation
- Hardscape, Walls, Entry Features
- Retaining Wall Structural Design
- Noise Study
- Feasibility Studies/ Analysis
- Facility Programming
- Master Planning
- Multiple Preliminary Designs
- Measured Drawings of Existing Facilities
- Existing Facilities Analysis
- Asbestos Consultation/Surveys
- Environmental Assessments
- Historic Preservation
- Grant Assistance or Applications
- Development/Neighborhood/Board Review Applications or Presentations
- Traffic Analysis
- Existing Site Utility Infrastructure Improvements
- Fire Protection or Fire Alarm Design
- Specialty Design/Consultants: Elevator; Food Service; Hazardous Material; Hospital/Laboratory; Indoor Air Quality; Quality Control; Theater/Acoustical
- Life Cycle Cost and/or Energy (FLEET) Analysis
- LEED or similar Green Design, Consultation, or Certification
- Solar/Photovoltaic Design or Consultation
- Graphic and Signage Design
- Value Analysis or Value Engineering
- Documents Prepared for: Alternate Bids Requested by Client, Change Orders, Multiple Construction Contracts, Record Documents/As-Built
- Prolonged Construction Contract Administration Services
- Construction Phasing or Multiple Bid Submissions
- Threshold Inspections
- Project Representation During Construction Beyond periodic inspection
- Additional Construction Contract Administration Services for Multiple Contracts
- Building Commissioning and Training Services
- Post Occupancy Inspections/ Evaluations
- Models/Videos
- Changes to Scope, Size or Complexity
- Revisions to Previously Approved Documents
- Client requested insurance in excess of that normally carried by the Architect or Architect's Consultants

Thanks for the opportunity to propose services for your project. Your signature below will indicate your approval of the Scope of Services, Proposed Fees, and General Stipulations. Please sign, date, and return one copy of this Agreement.

Wannemacher Jensen Architects, Inc.



Jason Jensen, AIA, LEED AP, Principal

Approved (Client):

Signature

Date

Printed Name

This Agreement is entered into as of the date signed above by Client.

General Stipulations

Additional Services Compensation

Additional Services may be provided after execution of this Agreement without invalidating this Agreement. Additional work outside of the scope stated herein will be billed at hourly rates below or negotiated as a lump sum at the time of the request.

1. If the construction budget or size of the project provided in the Project Description/Information is increased, then an additional A/E fee shall be applied for the increased budget amount.
2. Meetings or Site Visits exceeding the limits identified in the Scope of Work.
3. Construction Administration duration exceeding the limits identified in the Scope of Work.
4. Additional Services of the Architect's consultants shall be the amount invoiced to the Architect plus 15%.

Hourly Rate Schedule

Principals	\$265.00
Architect, Engineer or Designer, Cost Estimator	\$165.00
Registered Interior Designer	\$150.00
Associate Architect	\$140.00
Administrative	\$90.00

Payment Provisions

1. Invoices will be prepared monthly and reflect progress to date. (15 days net).
2. Amounts unpaid 30 days from the invoice date are subject to 1.5% interest - 18% annually.
3. If payment is not received within 30 days of invoice submission, Architect may stop work on the project until payment is received. Architect shall not be responsible for any schedule delays or consequential damages due to a stop of work due to late payment.

Agreement Provisions

1. This agreement is valid for 90 days. If not accepted by Client within 90 days of the agreement date, fees and hourly rates may need to be adjusted.

Client's Responsibility

1. Unless identified and included in the Scope of Work and Proposed Fees, the Client is responsible for providing all project information and restrictions including written program requirements, surveys, utilities, geotechnical evaluations, flood elevation certificates, easements, deed restriction, local ordinances, legal issues, etc. that need to be considered for the design of the project. Program requirements shall include space requirements and relationships, special equipment, systems, and other objectives and requirements.
2. Client shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the progress and schedule of the Architect's services.
3. Client shall provide the Architect and its Consultants access to the Project site as reasonably required.

Project Construction and Construction Administration

1. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction, nor shall the Architect be responsible for the Contractor's

failure to perform the Construction in accordance with the requirements of the Construction Documents.

2. The Architect's review of Contractor's submittals shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Copyright

The Architect and its Consultants shall be deemed the authors and owners of their respective drawings, specifications, renderings, and other documents and shall retain all common law, statutory, and other rights, including copyrights.

Promotional Materials

The Architect shall have the right to include photographic or design representations of the project as promotional and professional materials. Reasonable access to the completed project shall be given to the Architect and its consultants. Information and materials identified by the Client in writing as confidential or proprietary shall not be included in the promotional materials. The Client shall provide professional credit for the Architect in the Client's promotional materials and in all news related releases referring to the Project.

Insurance

The Architect maintains the following insurance coverages. If the Client requires coverage in addition to the types and limits set forth below, the Client shall pay the Architect the total additional cost to Architect plus 5%.

- Commercial General Liability: \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- Automobile Liability: \$1,000,000 for each accident
- Umbrella Liability: \$5,000,000 for each occurrence; \$5,000,000 in the aggregate.
- Workers' Compensation at statutory limits.
- Employers' Liability: \$1,000,000 for each accident, \$1,000,000 for each employee, \$1,000,000 policy limit.
- Professional Liability: \$2,000,000 per claim; \$2,000,000 in the aggregate.

Termination and Suspension

1. Architect or Client may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.
2. If the Client fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial failure and cause for termination or suspension of services.
3. If the Client suspends the Project for more than 90 cumulative days, the Architect shall be compensated for all services performed prior suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Applicable Law

This Agreement shall be governed by the law of the State of Florida.

Dispute Resolution

The Client and Architect will attempt, in good faith, to resolve any question, dispute, misunderstanding, controversy or claim arising out of or relating to this Agreement promptly by negotiation between designated executives of the respective parties with authority to agree to a resolution. If the Dispute has not been resolved within thirty (30) days of the initial meeting of the executives (which may be extended by mutual written agreement) then all claims, counterclaims, disputes, and other matters in question arising out of or related to this Agreement or the breach thereof shall be resolved by mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

Limitation of Liability

In recognition of the relative risks, rewards and benefits of the project to Wannemacher Jensen Architects, Inc. and their consultants, the risks have been allocated such that Client agrees that, to the fullest extent permitted by law, Wannemacher Jensen Architects, Inc. total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause shall not exceed the said fees for the individual project. Such causes include Wannemacher Jensen Architects, Inc. negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Electronic Signatures

The Client and Architect agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Entire Agreement

This Agreement along with any exhibits constitutes the entire agreement between the Architect and Client and supersede all representations or previous communications, negotiations, proposals, representations, conditions, promises, or agreement, either written or oral.

Pursuant to Florida State Statute 558.0035, an individual employee or agent of the Design Professional may not be held individually liable for negligence.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2023		
Agenda Item Name		
Road Closure Request <i>Honor the Fallen 5k</i>		
Requested Action		
Approve road closure for March 4th from 12pm to 7:30pm for the Honor the Fallen 5k		
Staff Report		
Clermont Police Department is requesting to close West Minneola Ave. between 7th and 8th from 12pm to 7:30pm for their Honor the Fallen 5k. The event will take place on Saturday March 4th. This is the 3rd year that this event has taken place and it has tripled in size for participation. The request for the road closure is for the safety of all participants and spectators.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Road Closure Request	Road Closure Request.docx	
2. map	map.pdf	

To whom it may concern,

I would like to request that we close a section of roadway for the Honoring the Fallen 5K this year. The race will take place on March 4th, 2023 from 5-7PM. The crowd nearly tripled from our first year, so it has become necessary for the safety of runners and spectators to expand the venue space. Closing West Minneola Avenue between 7th and 8th Street (Please see map below). The street would be blocked from 12-7:30 pm. We would block the street at the Public Restroom/ Bell Tower parking. This would allow parking there and people to leave without pulling into the venue space. We would have the area blocked with barricades until 4 PM at which time we will have marked police vehicles and officers at the road block locations. I think that this would provide adequate space for the race.



Officer Aaron Clark
Community Policing Unit, FTO
Clermont Police Department

3600 South Highway 27, Clermont, FL 34711

Tel: 352-394-5588 | Fax: (352) 394-1644

Cel: 352-267-9736

aclark@clermontfl.org

www.clermontfl.gov



(/ACCOUNT/SETTINGS)

SAVE ROUTE

DISTANCE: 1.58 MI

← OFF-ON FOR TRAFFIC

START & FZ JUSH

TEMS

Landmarks and locations visible on the map include:

- Clermont Historic Village Museum
- Clermont Kidz Care
- Revive Church of Southlake
- Clermont Academy of Dance
- The Grove Church Office
- Academy Chinese Martial Arts
- Net Just Dance
- City of Clermont Parks and Recreation
- Adventist World Aviation
- W Osceola St
- W Minneola Ave
- W Montrose St
- West Ave
- 15th St
- 16th St
- St Lake Trail (Lake Apopka Trail)
- Victory Way
- St Lake Trail

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CLEDMONT POLICE SK

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{/my_home/}
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(/ACCOUNT/SETTINGS)

[WORKOUTS \(DASHBOARD\)](#) [ROUTES \(ROUTES\)](#) [COMMUNITY \(ACTIVITY_FEED\)](#) [GO PREMIUM \(HTTPS://MVP.MAPMYRUN.COM\)](https://mvp.mapmyrun.com) [SHOP \(HTTPS://WWW.UNDERARMOUR.COM/EN-US/TO](https://www.underarmour.com/en-us/top-gear-picks/mi)



(<https://maps.google.com/maps?ll=28.561731,-81.771199&z=16&t=h&hl=en-US&gl=US&mapclient=apiv3>) Report a map error (<https://www.google.com/maps/data/2020/InDesign/2824z/dake/Coultly3H4xal1TechAb0lgies/d/Su06d4mgwaf-Su134y>)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2023		
Agenda Item Name		
Event and Road Closure Request <i>Advent Health/FloDash</i>		
Requested Action		
Recommend approval of the event and road closure request for "Freedom 5K" on July 4, 2023.		
Staff Report		
FloDash Events is requesting a road closure for the Freedom 5K, on Tuesday, July 4, 2023 from 7:00 a.m. through 9:00 a.m. through Downtown Clermont. Road Closure requests include: - 3rd Street between trail at Waterfront Park and Osceola Avenue. - Osceola Avenue between 3rd Street and 7th Street (Please see attached map) FloDash Events has agreed to comply with all personnel requirements from the City of Clermont. The following are the Clermont Police Department required posts: Officers will be placed at : 3rd St & W Osceola Ave 4th St & W Osceola Ave 5th St & W Osceola Ave Lake Ave & W Osceola Ave		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 07-04-23 AdventHealth Freedom	07-04-23 AdventHealth Freedom.pdf	
2. _2023 Freedom 5K Letter to Residents	_2023 Freedom 5K Letter to Residents.pdf	
3. 2023 Freedom 5k map	2023 Freedom 5k map.png	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 9/24/2021
Name of Event AdventHealth Freedom 5K
Date(s) of Event 7-4-2023 Estimated Attendance: 700
Event Start Time: 7:00am Event End Time: 9:00am
Before Event Setup Time: 4:00am After Event Cleanup Time: 10:00am
Name of Organization/Applicant Flodash Events, LLC

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☐ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt Yes ☐ No ☐ If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 83-3456877

Event Contact Amalie Skorman Email flodashevents@gmail.com

Day Phone 407-230-8756 Cell Phone 352-223-5778

Address 741 W Montrose Street City Clermont State FL Zip 34711

Secondary Contact Kimberly Grogan Phone # 352-223-5778

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Special Olympics Florida

Briefly Describe Event: 5K run / walk foot race on July 4th

Location of Event on City Property: Map 1 ☐ A B C D Map 2 Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: Map 2, starting on Osceola Street and ending at Sun creek Brewery

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☐ Yes ☐ No Size of Tent* _____

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: for sound system

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: for sound equipment

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☐ Concession Trailer ☐ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☐ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☐ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☒ Yes ☐ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: 175W sound at start and DJ at the finish at SunCreek Brewery

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☐ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☐ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☐ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☐ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: AdventHealth Freedom 5K
 DATE OF EVENT: July 4th 202~~2~~³
 EVENT CONTACT: Amalie Skorman
 REFUND MAILING ADDRESS: 741 West Montrose Street
 Street Address
 Clermont FL 34711
 City ST Zip
 CELL PHONE: 407-230-8756

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

	owner/race director
Applicant's Signature	Title
Amalie Skorman	9/24/2021
Printed Name	Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

Freedom 5k July 4th 2022

Approximate time per mile

First runner-Last runner

Mile 1 -- 7:36-7:46am

Mile 2 -- 7:42-8:02am

Mile 3 -- 7:58-8:20am

- 7:00am All road closures indicated by officers. Most of the race is on the trail. The only road running is the start from West & Osceola to 3rd by the splash pad.
- Race start at 7:30am
- By 7:45 all participants will be on the trail. All roads may open except:
- Keep 2 Officers . 8th & Minneola (sun creek corner) and 7th & Osceola to cross runners on the trail. Once sweeper passes the crossing, officer will move to 7th & Minneola (road closure in front of Sun creek)
- Officer from Osceola & 1 ake can move to Osceola & 7th as participants cross from the trail back to Sun creek.





Notice to Area Residents and Businesses
AdventHealth Clermont Freedom 5K 2023
Presented by FloDash Events

Dear resident/business owner,

As required by the City of Clermont Special Event Policy, we are providing you with this notice of the following proposed event that may impact you. This event will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

On July 4th, 2023, your neighbors at Dash Sports and FloDash Events are bringing the third Annual Freedom 5K to Downtown Clermont. Celebrating Independence Day with a morning race, will not only attract our local families of walkers and runners, but it will bring participants from outside Lake County adding awareness to our beautiful growing Downtown area and all that it has to offer.

You are receiving this letter because your home or business is on the race route. Below is some key information about the event and what to expect:

- Sunday afternoon, July 3rd. Finish line setup in front of Suncreek Brewery. Flags will decorate the route along the sidewalk in front of homes and businesses. Signs placed on the route will remind residents and businesses of the following morning's temporary road closures.
- July 4th. 7:30AM 5K starts.
- Street closure will be between 7:00AM - 8:30AM. As soon as the last participant is on their way, we will start reopening the roads behind them.

For any questions or more information on the event, please contact Amalie Skorman at flodashevents@gmail.com. You may also contact us if your business or club would like to be a sponsor or be involved in any way. We ask that you please take this event into consideration when planning your 4th of July morning. For more information on the event, please visit 5kFreedom.com

Thank you for helping our community grow and live actively!!

FloDash Events Team

FACILITY SALES RECEIPT



Receipt # 84314
Payment Date: 08/23/22
Household: 6913

Clermont City Center
 620 West Montrose Street
 CLERMONT FL 34711
 Phone: (352)708-5975

FloDash Events LLC
 741 W Montrose St
 Clermont FL 34711
 flodashevents@gmail.com

Reservation Details: Downtown, Downtown - Misc Location

Reserv. Contact: FloDash Events LLC
Phone Number: (Not Assigned)
Reserv. Number: 13020
Status: Firm
Purpose: Advent Freedom Walk
Anticipated Count: 700

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Tue 07/04/2023 4:00A to 10:00A	169.75	169.75	10.00	10.00	159.75
Deposit:	150.00	150.00	150.00	150.00	0.00

<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Application Fee	10.00	1.00	0.00	0.00	10.00
Deposit	150.00	1.00	0.00	0.00	150.00
Resident / Non Profit	25.00	6.00	0.00	9.75	159.75

Special Questions: Police Requests:
 Fire Requests:

Processed on 08/23/22 @ 12:49 pm by rrice

Total New Deposit Fees	150.00
Total New Fees	160.00
Total New Taxes	9.75
Total Due	319.75
Total Deposit Fees Paid	150.00
Total Fees Paid	9.39
Total Taxes Paid	0.61
Total Paid	160.00
Balance From Receipt	159.75

Payment of: 160.00 Made By: Check With Reference: 1185



Notice to Area Residents and Businesses
Clermont Freedom 5K 2023
Presented by FloDash Events

Dear resident/business owner,

As required by the City of Clermont Special Event Policy, we are providing you with this notice of the following proposed event that may impact you. This event will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

On July 4th, 2023, your neighbors at Dash Sports and FloDash Events are bringing the Fourth Annual Freedom 5K to Downtown Clermont. Celebrating Independence Day with a morning race, will not only attract our local families of walkers and runners, but it will bring participants from outside Lake County adding awareness to our beautiful growing Downtown area and all that it has to offer.

You are receiving this letter because your home or business is on the race route. Below is some key information about the event and what to expect:

- Monday afternoon, July 3rd. Finish line setup in front of Suncreek Brewery. Flags will decorate the route along the sidewalk in front of homes and businesses. Signs placed on the route will remind residents and businesses of the following morning's temporary road closures.
- July 4th. 7:30AM 5K starts.
- Street closure will be between 7:00AM - 8:30AM. As soon as the last participant is on their way, we will start reopening the roads behind them.

For any questions or more information on the event, please contact Amalie Skorman at flodashevents@gmail.com. You may also contact us if your business or club would like to be a sponsor or be involved in any way. We ask that you please take this event into consideration when planning your 4th of July morning. For more information on the event, please visit www.5kFreedom.com

Thank you for helping our community grow and live actively!!

FloDash Events Team

Freedom 5k July 4th 2023



*Estimated attendance 800

Approximate time per mile

First runner-Last runner

Mile 1 -- 7:36-7:46am

Mile 2 -- 7:42-8:02am

Mile 3 -- 7:58-8:20am



--->Volunteers on the trail



--->Adult volunteer with water barricades.

These roads will be opened by 7:45am



--->Road closure for finish line, sponsors post race festivities 4am-10am



- 7:00am All road closures indicated by officers. Most of the race is on the trail. The only road running is the start from West & Osceola to 3rd by the splash pad.
- Race start at 7:30am
- By 7:45 all participants will be on the trail. All roads may open except:
- Keep 2 Officers . 8th & Minneola (suncreek corner) and 7th & Osceola to cross runners on the trail. Once sweeper passes the crossing, officer will move to 7th & Minneola (road closure in front of Suncreek)
- Officer from Osceola & Lake can move to Osceola & 7th as participants cross from the trail back to Suncreek.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 24, 2023		
Agenda Item Name		
Event and Boat Ramp Closure Request <i>Horrible Hundred 2023</i>		
Requested Action		
Consider approving the Florida Free Wheelers Bicycle Club's request to have their annual event "Horrible Hundred" at Waterfront Park on November 18 and 19, 2023, and Boat Ramp closure on Sunday, November 19, 2023.		
Staff Report		
The Florida Free Wheelers are seeking approval to host their annual two-day event at Waterfront Park. This is the 42nd year they have hosted the event in Clermont. The event will have an estimated 2000 participants and consists of a vendor market and event check-in on November 18, and a casual ride around Lake County starting and finishing at Waterfront Park on November 19. The organization has worked very closely with Clermont Police and Lake County Sheriff on the bike route and complies with any required police officers needed during the ride. This event is considered a "ride" and not a "race", which differs in that a "ride" does not require the closure of roads and all traffic safety is monitored through traffic control by officers at strategic locations provided by Clermont Police and Lake County Sheriff's Officers. Riders must adhere to all traffic laws. • All city departments have worked with the applicant to make parking, safety, and traffic control adjustments based on feedback from the community and City Council. • This year, CPD has recommended two extra officers on the course and one roving officer along the downtown portion to enforce parking. • Officer placement has been updated with officers at the beginning of the race being redeployed to another spot once the race heads to that part of the City (see attached position placement with locations and times). • Additional signs that say "No Parking By Order of Police" will be installed throughout downtown (see attached map with locations) for this event. • They have requested that the boat ramp be closed to allow additional parking for the event. • The City Center will not have any rentals on Sunday, November 19th to allow for additional parking. • Event parking signs, pointing to public parking lots will be placed throughout downtown by event organizers before the event and removed immediately after. • The event organizers will be sending multiple communications reminding participants of all safety rules for the road, parking locations, and restroom locations (see attached notifications to participants).		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Downtown Clermont bike traffic flow map	Downtown Clermont bike traffic flow map.pdf	
2. information blast to all participants	information blast to all participants.docx	
3. Map 100 mile	Map 100 mile.pdf	
4. Turn by Turn HH100- 2023 cue sheet	Turn by Turn HH100- 2023 cue sheet.pdf	

Horrible Hundred Route Flow in Downtown Clermont

Red = 7:30 - 8:30 - Dense bicycle traffic as cyclists start from WFP

Orange = 7:45 - 9:00 - Thinning groups after cyclists circle lake

Blue = 11:30 - 5:00 - Small groups as cyclists return

P - Police officer (times) in 2023

**WFP
Start/Finish**

P (11:15 - 4:15)

P (7:30 - 9:15)

P (7:00 - 9:15)

P (7:30 - 9:45)

P (11:00 - 4:00)

Subject : Welcome Horrible Hundred Guests

From : info@horrible-hundred.com

The 43rd annual Horrible Hundred is days away. Thank you for pre-registering this year. We wanted to share with you some important points about the upcoming weekend.

Saturday – November 18

Familiarization Rides: We will have several familiarization rides for your cycling pleasure with other Horrible riders joining you to ride and explore the quiet roads in Lake County. All familiarization rides will start at Waterfront Park in Clermont at the traffic circle. The first ride leaves at 8:30 a.m. Go to the Rides page for descriptions, start times, and maps of each route: <http://www.horrible-hundred.com/hhrides.php>.

Expo: Major manufacturers will be there from 10:00-5:00 with their latest equipment to look at and demo. Exhibitors including local bike shops, clothing vendors and others will be there all weekend. A food truck rally will give you lunch options as you browse the Expo.

Early Rider Check-In: To shorten the registration lines on Sunday, we are offering early rider check-in at Waterfront Park on Saturday from 10:00 a.m. to 5:00 p.m. Come early to the Horrible, do a fam ride, visit the Expo, and check in on Saturday to beat the rush.

Sunday – November 19

Registration/Check-in: Open from 6:00 a.m. to 9:00 a.m. at Waterfront Park.

Breakfast: Opens at 6:00 a.m. at the pavilion. Get fueled up with muffins, bananas, juice and coffee.

Course Start and Close Times: In an effort to make the ride safer, there will be no mass start this year. Get with your friends and decide on a time to meet at the start area. Our SAG and police support on the course is set up for you to leave between 7:30 and 9:00 a.m. Check the cue sheets for SAG stop times. Any riders still on the course after 5:00 p.m. will be sagged in as darkness sets in.

Parking: We anticipate that the parking lots closest to Waterfront Park will fill up very early. Please obey all posted signage regarding no parking. Parking on side streets near the ride start may result in your vehicle being towed. You may park in any marked on-street parking place. But unmarked streets, even ones without “No Parking” signs, or empty lots are no parking areas. Please carpool or leave your vehicle at your hotel parking lot and ride to the start. *Go to the Event Details section and print the parking map:* <https://www.horrible-hundred.com/pdf/2023HHParking-map.pdf>.

Expo: From 7:00-4:00 major manufacturers will be there for an encore from Saturday as well as local bike shops, clothing vendors and others.

Maps and Cue Sheets: Our world-renowned courses are well marked and we will have police support along the route. The course is marked with orange, yellow, and green arrow signs this year which can be

affected by traffic and/or weather. We **STRONGLY ENCOURAGE** you to use the [GPS files](#) provided on the website and also carry the route map and cue sheet with you.

Wear Your Wrist Band! Your wrist band will identify you as registered guest to our nearly 200 volunteers along the route. The wrist band entitles registered guests to a fabulous lunch and access to our well-stocked SAG stops.

SAG Stops: We have five designated SAG stops approximately every 20 miles on the course. There will be water, sport drinks, and plenty of fruit and snacks. Refer to your cue sheet for the specific open and closed times for each stop. The last stop on all three routes closes at 4:00 p.m.

SAG Support: SAG support vehicles will be on the course throughout the day. Local bicycle shops are providing mechanical support at Home Base. Your wrist band will identify you to SAG personnel.

Safety: All riders are required to wear helmets. Headphones or earbuds are not allowed. Do not use aerobars when riding with a group. **You are a moving vehicle on the road and must obey all applicable traffic laws.**

Courtesy: **Please use the porta-potties provided at all SAG stops.**

Post-Ride Fun: Join us after your ride for some great food and music. Relax and share the day's adventure with fellow cyclists. Our post-ride meal will be catered this year by Oakwood Smokehouse. You will be served as you turn in your wrist band. We will have drinks for you under the pavilion.

We are excited to have you join us at the 41st Annual Horrible Hundred sponsored by the Florida Freewheelers. All details regarding the event are on our website www.horrible-hundred.com.

See you this weekend,

Leslee Mitchell
Executive Director
hhundred@floridafreewheelers.com

43rd Annual Horrible Hundred

November 19, 2023

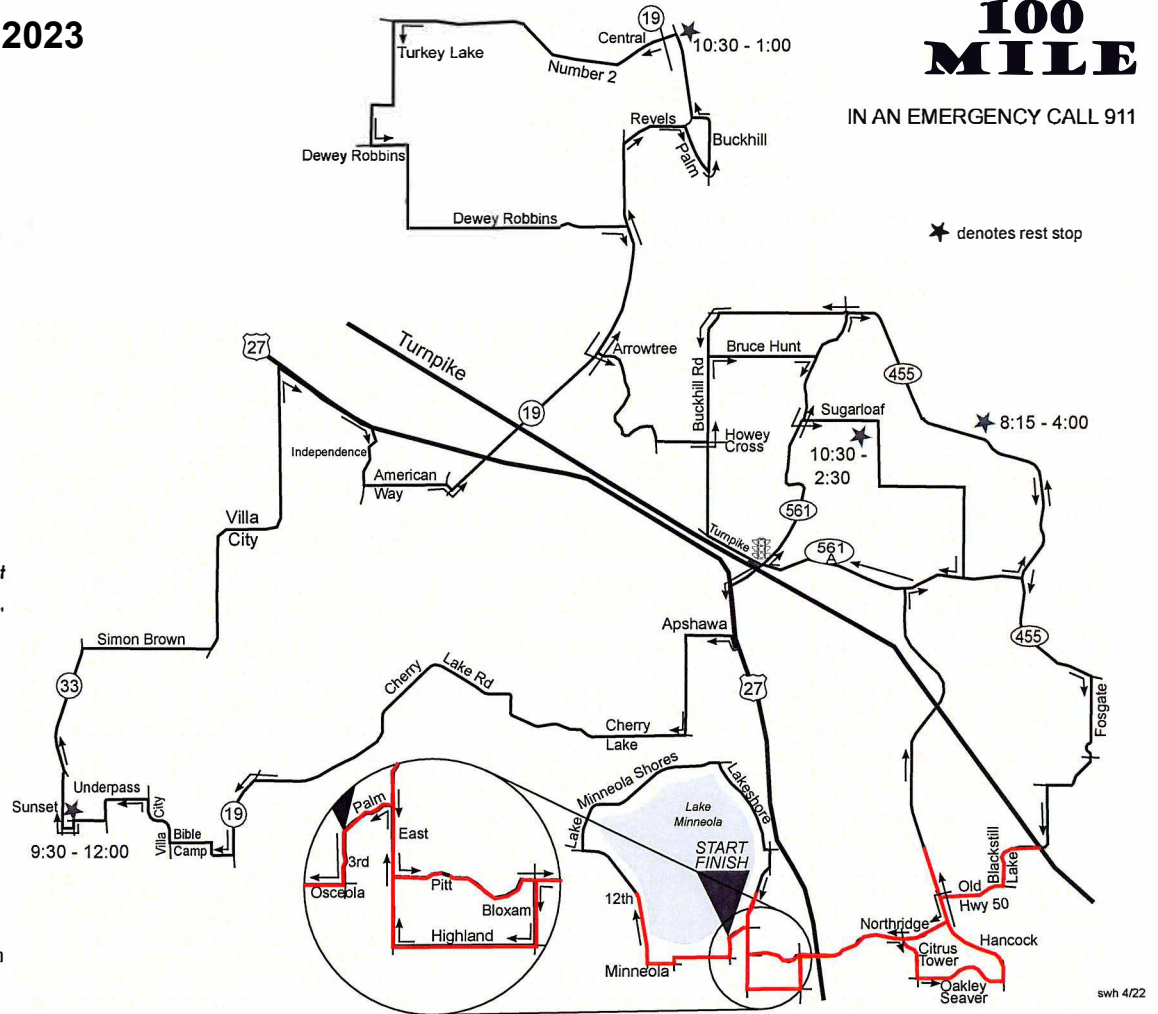
100 MILE

IN AN EMERGENCY CALL 911

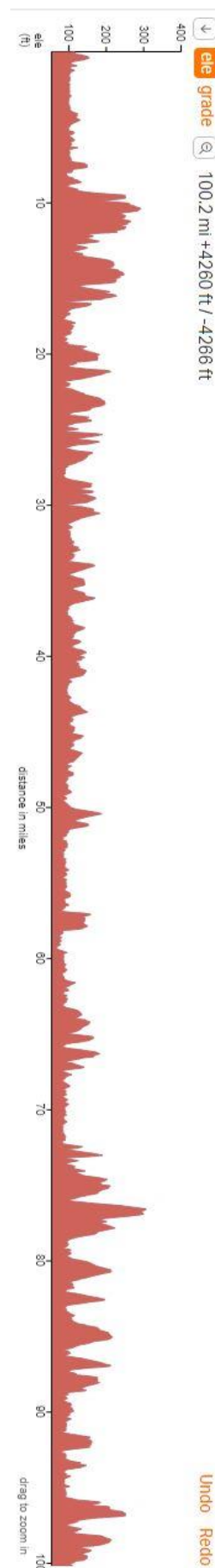
★ denotes rest stop

- ⚡ Obey all traffic laws
- ⚡ You must wear a helmet
- ⚡ Ride single file on busy roads
- ⚡ Don't ride more than two abreast
- ⚡ No headphones
- ⚡ Announce and heed "Car Back"

For more information on the
Florida Freewheelers visit
www.floridafreewheelers.com



	DIST	CUM	TURN	DIR	STREET	COMMENTS
1	0.0	0.0	-	S	3rd St	START
2	0.2	0.2	R	W	W Osceola St	
3	0.6	0.8	L	S	West Ave	
4	0.1	0.9	R	W	W Minneola Ave	
5	0.3	1.2	R	N	12th St	CR 561
6	1.7	2.9	R	N	CR 561	Lake Minneola Shores Dr
7	2.2	5.1	R	SE	Lakeshore Dr	
8	1.2	6.3	L	E	W Washington St	
9	0.1	6.4	R	S	S Main St	becomes Lake Minneola Dr
10	1.3	7.7	L	E	Pitt St	
11	1.0	8.7	-	E	cross Grand Hwy	becomes North Ridge Blvd
12	0.9	9.6	R	S	Citrus Tower Blvd	
13	0.6	10.2	L	E	Oakley Seaver Dr	
14	1.1	11.3	L	N	N Hancock Rd	
15	5.4	16.7	R	E	CR 561A	
16	1.3	18.0	L	N	CR 455	
17	2.1	20.1	-	-	Sag - Green Mountain Lodge	Open 8:15 - 4:00
18	2.4	22.5	-	W	CR 455	continue thru roundabout
19	1.5	24.0	L	S	Buckhill Rd	
20	2.7	26.7	L	SE	Turnpike Rd	
21	0.7	27.4	R	SW	CR 561	
22	0.5	27.9	L	S	US 27	
23	0.7	28.6	R	W	E Apshawa Rd	
24	1.9	30.5	R	W	Cherry Lake Rd	
25	6.0	36.5	L	SW	SR 19	
26	1.0	37.5	R	W	Bible Camp Rd	
27	0.9	38.4	R	N	Villa City Rd	
28	0.6	39.0	L	W	Underpass Rd	
29	0.5	39.5	L	S	Underpass Rd	
30	0.2	39.7	R	W	Underpass Rd	
31	0.4	40.1	L	S	Hickory Ave	
32	0.1	40.2	R	W	Mohawk Ave	
33	0.2	40.4	R	N	Sunset Ave	
34	0.0	40.4	-	-	Sag - Latin Quarters	Open 9:30 - 12:00
35	0.6	41.0	L	N	CR 33	
36	1.5	42.5	R	E	Simon Brown Rd	
37	1.6	44.1	L	N	Villa City Rd	
38	3.9	48.0	R	SE	US 27	
39	1.3	49.3	R	S	Independence Blvd	
40	0.7	50.0	L	E	American Way	
41	1.0	51.0	R	S	O'Brien Rd	
42	0.1	51.1	L	NE	SR 19	Howey Rd
43	4.9	56.0	R	NE	Revels Rd	
44	0.8	56.8	R	SE	Palm Ave	
45	0.7	57.5	L	N	N Buckhill Rd	
46	0.8	58.3	R	N	E Revels Rd	
47	1.0	59.3	-	-	Sag - Pirate's Treasures	Open 10:30 - 1:00
48	0.0	59.3	L	W	Central Ave	becomes Number 2
49	3.6	62.9	L	S	Turkey Lake Rd	
50	1.8	64.7	L	E	Dewey Robbins Rd	
51	4.1	68.8	R	S	SR 19	
52	1.5	70.3	L	E	Arrowtree Blvd	
53	1.8	72.1	L	E	Howey Cross Rd	
54	0.6	72.7	L	N	Buckhill Rd	
55	1.1	73.8	R	E	Bruce Hunt Rd	
56	1.2	75.0	R	S	CR 561	
57	0.8	75.8	L	E	Sugarloaf Mountain Rd	
58	0.9	76.7	-	-	Sag - Sugar-Loaf Knights	Open 10:30 - 2:30
59	2.8	79.5	R	W	CR 561A	
60	2.5	82.0	R	N	CR 561	
61	3.5	85.5	R	E	CR 455	first turn off roundabout
62	2.5	88.0	-	-	Sag - Green Mountain Lodge	Open 8:15 - 4:00
63	3.8	91.8	R	S	Fosgate Rd	
64	1.6	93.4	L	S	Blackstill Lake Rd	
65	1.7	95.1	R	W	Old Highway 50	
66	0.8	95.9	L	S	N Hancock Rd	
67	0.3	96.2	R	W	North Ridge Blvd	
68	0.5	96.7	-	W	cross Citrus Tower Blvd	
69	0.9	97.6	-	W	cross Grand Hwy	becomes Pitt St
70	0.4	98.0	L	S	Bloxam Ave	
71	0.5	98.5	R	W	E Highland Ave	
72	0.6	99.1	R	N	East Ave	
73	0.7	99.8	L	W	Palm St	
74	0.3	100.1	-	-	Waterfront Park	FINISH





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2023		
Agenda Item Name		
Event, Fireworks, and Open Container Request <i>4th of July Red, White & Boom</i>		
Requested Action		
Consider City event request and open container area at Waterfront Park between 3rd Street and 4th Street on July 4, 2023 from 5:00 PM to 9:30 PM. Approval of Firework display during the event.		
Staff Report		
The City of Clermont is requesting to have fireworks and an open container area at Waterfront Park between 3rd Street and 4th Street on July 4, 2023, from 5:00 PM to 9:30 PM. The City will be using licensed caterer and bartender services. Attached is a map that shows the requested open container area. The City shall have the appropriate number of police and medical staff on hand at the event to properly accommodate all safety needs. Approval for fireworks display during the event. DEP approval will be requested for water usage of the fireworks barge.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. July 4 - Open Container Zone	July 4 - Open Container Zone.pdf	
2. 4th of July Fireworks Barge	4th of July Fireworks Barge.pdf	

July 4th Proposed Open Container Area

The SL Trail will remain open





July 4, 2023





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2023		
Agenda Item Name		
Event and Open Container Request <i>Sips and Salsa</i>		
Requested Action		
Consider Event and Open Container request for the City of Clermont's Sips & Salsa cultural event co-hosted by the South Lake Chamber of Council in Downtown Clermont on September 23, 2023.		
Staff Report		
Requesting approval for "Clermont Sips & Salsa" on September 23th at Waterfront Park. The South Lake Chamber will provide a temporary license to sell beer, wine & spirits from 2:00 PM to 9:30 PM at the event and provide liquor & liability insurance. The Parks and Recreation department will work with Clermont Police, Fire, and Public Works to ensure that all elements of safety have been accounted for and will be staffed accordingly during the event. The event will run from 2:00 p.m. to 10:00 p.m.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Sips & Salsa Open Container Map 2023.	Sips & Salsa Open Container Map 2023..pdf	



 Fencing for Open containment

 Two Bar locations



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, January 24, 2023	
Agenda Item Name	
Event, Road Closure and Boat Ramp Closure Request <i>Light Up, Parade, and Cookies & Cocoa</i>	
Requested Action	
Request approval to allow the Clermont Parks & Recreation Department to host the annual "Light Up Clermont/Holiday Hometown parade" and "Cookies & Cocoa" events in Downtown Clermont with street closures for "Light Up Clermont" on December 1st, "Holiday Hometown Parade" on December 2nd with boat ramp closure and "Cookies & Cocoa" on December 8th.	
Staff Report	
The Clermont Parks and Recreation Department is requesting approval for multiple road closures and times to accommodate all events during "Light Up Clermont/Holiday Hometown parade" on December 1st and December 2nd in Downtown Clermont. All businesses and residents impacted by the closures have been contacted via individual letter delivery. The Parks and Recreation department has worked with the Clermont PD, Fire, and Public Works to ensure that all elements and safety have been accounted for and will be staffed accordingly during the event. <u>Start: Friday, December 1, 2023 - 1 PM</u> <u>Finish and Reopen: Saturday, December 2, 2023 - 2PM</u> -Montrose Street between Lake Avenue and 8th Street -8th Street between Montrose Street and Minneola Avenue -8th Street between Montrose Street and Desoto Street -7th Street between Montrose Street and Desoto Street <u>Start: Saturday, December 2, 2023 - 9 AM</u> <u>Finish and Reopen: Saturday, December 2, 2023 - 1 PM (Please note, as the parade pass through, parts of the parade route can start to open when it is safe to do so.)</u> <u>Holiday Hometown Parade</u> -3rd Street between Orange Avenue and West Minneola -West Minneola to Lake Avenue -Lake Avenue to Montrose Street -Montrose Street to 8th Street -8th Street to West Minneola Avenue -West Minneola Avenue to West Street -West Street to West Osceola Street -West Osceola Street to 5th Street -5th Street to City Parking Lot at the South Lake Trail <u>Requesting approval for road closures to accommodate crowd safety during the Cookies & Cocoa as part of Light Up Clermont on December 8, 2023, in Downtown Clermont.</u> <u>Start: December 8, 2023 - 4:00 PM</u> <u>Finish and Reopen: December 8, 2023 - 10:00 PM</u> <u>Actual event time: 6-9 PM</u> <u>Road closures in the following locations:</u>	

- Montrose Street between 8th Street and Lake Avenue
 - 7th Street between Desoto Street and Minneola Avenue
 - 8th Street between Montrose Street and Minneola Avenue
- (Road closures are subject to change because of potential construction)

Hand-delivered letters to businesses and residents in the area will be distributed in advance.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Notice to Area Residents and Businesses 2023	Notice to Area Residents and Businesses 2023.pdf
2.	2023 LUC Friday Night Street Closure	2023 LUC Friday Night Street Closure.pdf
3.	Cookies & Cocoa Map 2023	Cookies & Cocoa Map 2023.pdf
4.	2023 Parade Route	2023 Parade Route.pdf
5.	2023 Parade Route - No Parking Signage Locations	2023 Parade Route - No Parking Signage Locations.pdf
6.	Notice to Area Residents and Businesses-Cookies & Cocoa 2023	Notice to Area Residents and Businesses-Cookies & Cocoa 2023.pdf



Notice to Area Residents and Businesses

LIGHT UP CLERMONT & HOMETOWN HOLIDAY PARADE 2023

Traffic Delays / Parking Restrictions / Street Closures

Dear Neighbor,

As required by the City of Clermont Special Event Policy, we are providing you this notice of the following proposed event that may impact you. This event will be presented to the Clermont City Council for approval at an upcoming council meeting. Please monitor www.clermontfl.gov for date the item will be heard.

The Light Up Clermont Event and Parade will be on Friday and Saturday, December 1 and 2, 2023. Friday night there will be a tree lighting ceremony and many holiday activities to bring in the season. The parade is scheduled to begin Saturday at 10 AM. It will start and finish at Waterfront Park.

Below are the road closure times and specific streets that will be impacted by the special event. The new parade route is located on the back of this letter.

Restricted Parking Times & Road Closures

Start: Friday, December 1, 2023 - 1 PM

Finish and Reopen: Saturday, December 2, 2023 - 1PM

- Montrose Street between Lake Avenue and 8th Street
- 8th Street between Montrose Street and Minneola Avenue
- 8th Street between Montrose Street and Desoto Street
- 7th Street between Montrose Street and Desoto Street

Start: Saturday, December 2, 2023 - 9 AM

Finish and Reopen: Saturday, December 2, 2023 - 1 PM (Please note, as the parade pass through, parts of the parade route can start to open when it is safe to do so.)

Parade Route

- 3rd Street between Orange Avenue and West Minneola
- West Minneola to Lake Avenue
- Lake Avenue to Montrose Street
- Montrose Street to 8th Street
- 8th Street to West Minneola Avenue
- West Minneola Avenue to West Street
- West Street to West Osceola Street
- West Osceola Street to 5th Street
- 5th Street to City Parking Lot at the South Lake Trail



2023 LUC Road Closure Request for Friday Night

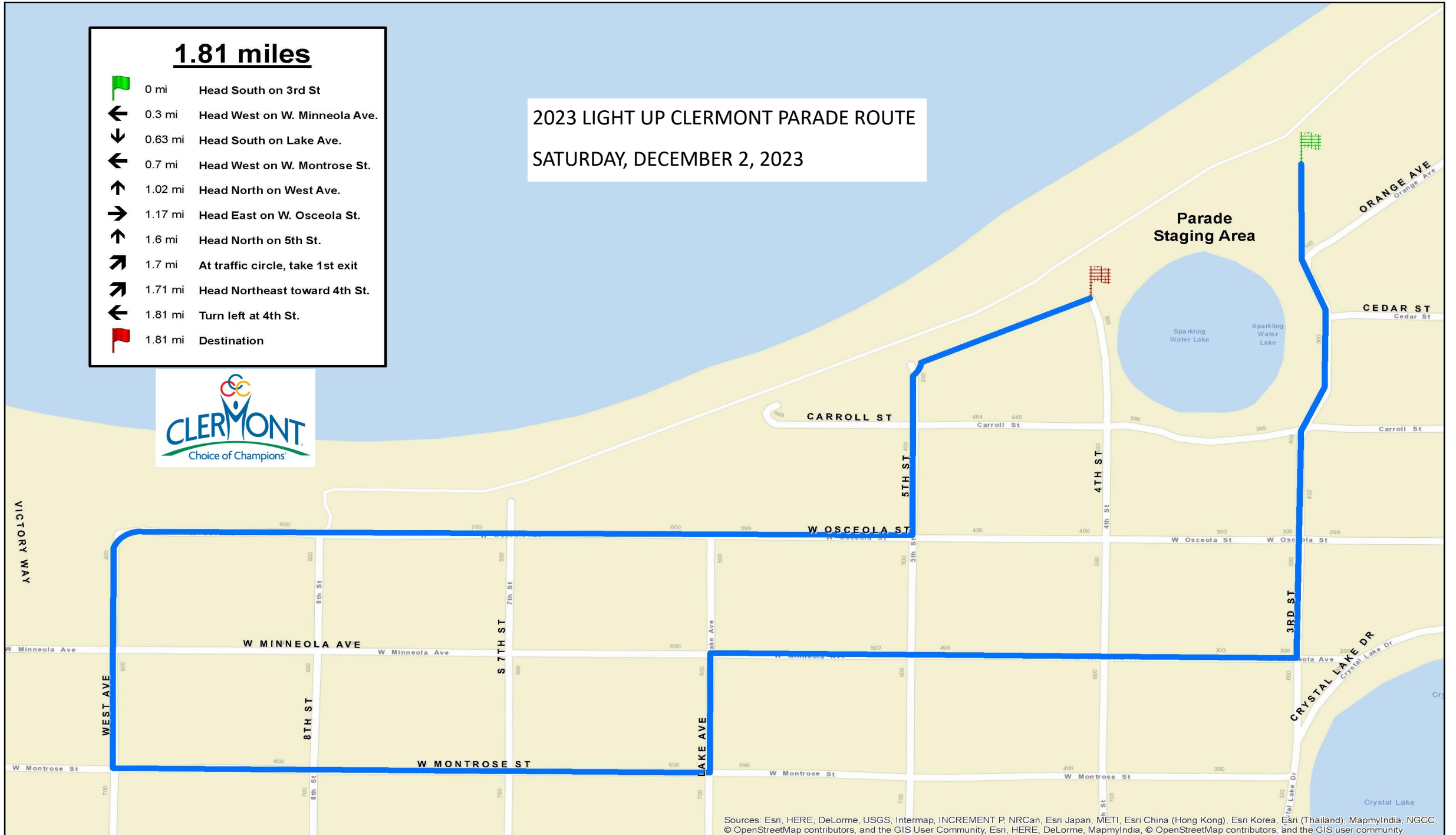
- Montrose Street at Lake Ave.
- Montrose Street at 8th Street
- 8th Street at Minneola Ave. and in between Montrose St. and Desoto St.
- 7th St. at Montrose St. and at Desoto St.



1.81 miles

-  0 mi Head South on 3rd St
-  0.3 mi Head West on W. Minneola Ave.
-  0.63 mi Head South on Lake Ave.
-  0.7 mi Head West on W. Montrose St.
-  1.02 mi Head North on West Ave.
-  1.17 mi Head East on W. Osceola St.
-  1.6 mi Head North on 5th St.
-  1.7 mi At traffic circle, take 1st exit
-  1.71 mi Head Northeast toward 4th St.
-  1.81 mi Turn left at 4th St.
-  1.81 mi Destination

2023 LIGHT UP CLERMONT PARADE ROUTE
SATURDAY, DECEMBER 2, 2023



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

1.81 miles

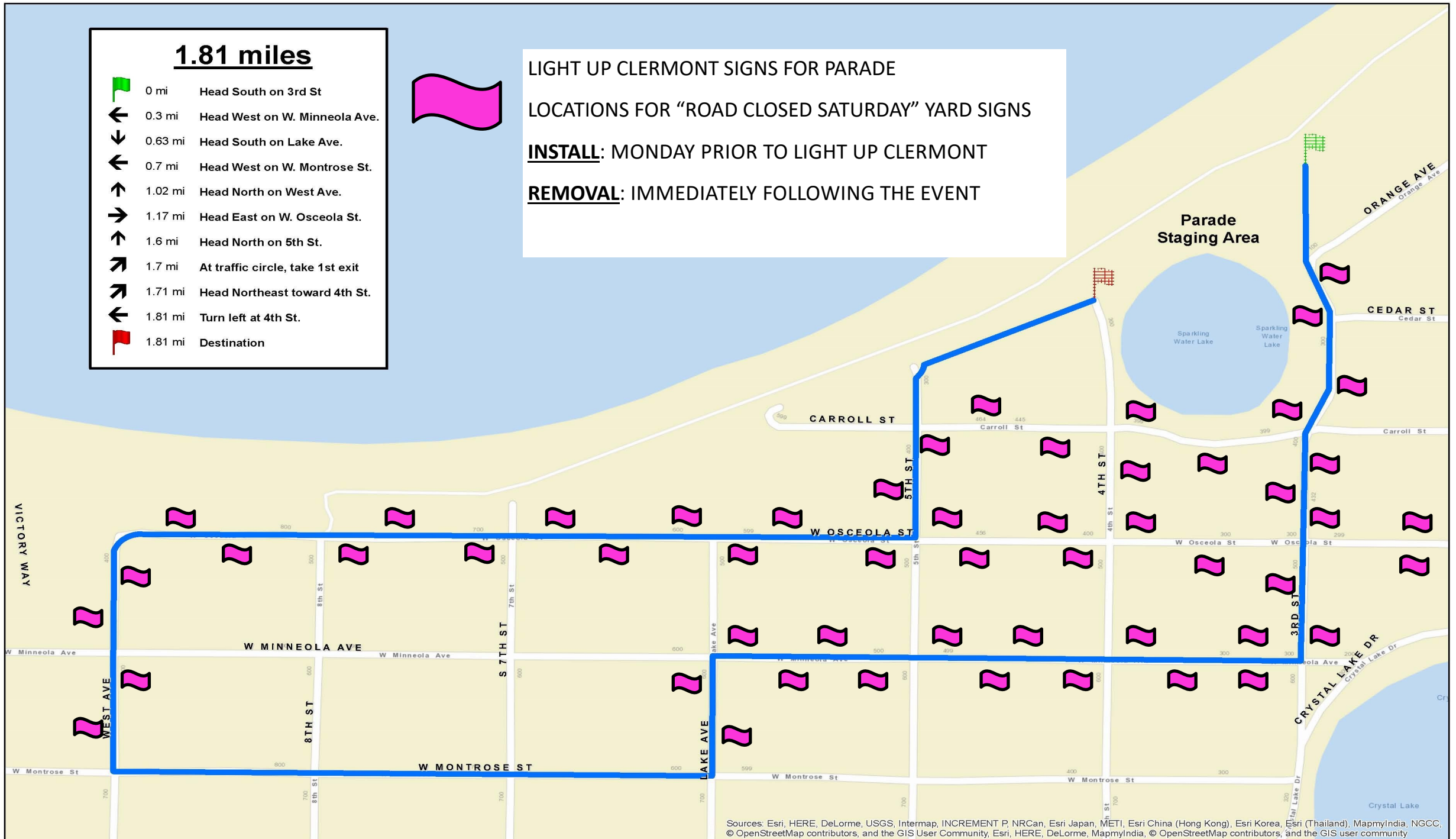
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- 1.71 mi Head Northeast toward 4th St.
- 1.81 mi Turn left at 4th St.
- 1.81 mi Destination

LIGHT UP CLERMONT SIGNS FOR PARADE

LOCATIONS FOR “ROAD CLOSED SATURDAY” YARD SIGNS

INSTALL: MONDAY PRIOR TO LIGHT UP CLERMONT

REMOVAL: IMMEDIATELY FOLLOWING THE EVENT



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

Notice to Area Residents and Businesses

Cookies and Cocoa Event 2023



Traffic Delays / Parking Restrictions / Street Closures in Your Neighborhood

Dear Neighbor,

As required by the City of Clermont Special Event Policy, we are providing you with this Notice for the following proposed event that may impact you. This event will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

The Cookies & Cocoa Event will be on Friday, December 8, 2023. The public will be invited to Downtown Clermont to enjoy cookies and cocoa at participating stores while doing their last minute shopping and watching community acts on the stage at City Hall Park. Below you will see road closure times for the event and specific streets that will be impacted by the special event.

Restricted Parking Times & Road Closures

Start: December 8, 2023 - 4:00 PM

Finish and Reopen: December 8, 2023 - 10:00 PM

Actual event time: 6-9 PM

- Montrose Street between 8th Street and Lake Avenue
- 7th Street between Desoto Street and Minneola Avenue
- 8th Street between Montrose Street and Minneola Avenue

(Road closures subject to change because of potential construction)

The City will have signage posted along these routes reminding citizens about the event, road closures, and no parking for the event. We ask that you please take this event into consideration as you make your plans.

Thank you for your patience and understanding and please know all City of Clermont employees are working diligently to present the best Holiday Event ever.

If you have any questions or comments, please contact the City of Clermont, Parks and Recreation Department at 352-708-5951 or email jstills@clermontfl.org.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2023		
Agenda Item Name		
Ordinance No. 2023-002 <i>Final</i> <i>MSTU</i>		
Requested Action		
Request approval of Ordinance No. 2023-002.		
Staff Report		
In 2000, Lake County began providing emergency and ambulance services in Lake County and created a Municipal Service Taxing Unit (MSTU) to fund the services. The City of Clermont may be included within the service boundary by adopting an ordinance. The County has requested to adopt a new MSTU ordinance without an expiration date. Traditionally, the City of Clermont has adopted the MSTU on a year-to-year basis. The term of the ordinance is for five years, though the County has requested no expiration date.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2023-002 - MSTU (01.03.2023)	Ord 2023-002 - MSTU (01.03.2023).pdf	
2. Renewal of MSTU	Renewal of MSTU.pdf	
3. MSTU Legal Ad	MSTU Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-002

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Lake County has taken action to create a non-profit corporation to provide ambulance services in Lake County effective September 30, 2000; and

WHEREAS, Lake County has determined that the best mechanism to secure the necessary funding to provide said ambulance services is to create a countywide municipal service taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an emergency ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(l)(q), Florida Statutes, provides that the boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipal consents, by ordinance, to be included therein; and

WHEREAS, the City Council of the City of Clermont has determined that it is in the best interest of and serves the health, safety and general welfare of the residents of Clermont to include the City of Clermont within the Lake County municipal service taxing unit for ambulance and emergency services; and

WHEREAS, Lake County's emergency ordinance expressed its intent to include the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services," subject to the adoption of an approving ordinance by the City Council of the City of Clermont;

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

SECTION 1:

The City Council of the City of Clermont consents to the inclusion of the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services."



CITY OF CLERMONT
ORDINANCE NO. 2023-002

SECTION 2: TERM

This consent shall be for a term of five (5) years, provided, however, by ordinance at any time, the City Council may repeal this Ordinance 2023-002 and withdraw the consent set forth herein. In such event the effective date of the repeal and withdrawal shall be one (1) year from the date of final adoption of the ordinance repealing this Ordinance 2023-002.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

Should any section or part of this section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire section or part of the section may be inseparable in meaning and effect from the section to which such holding shall apply.

SECTION 5: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2023-002

PASSED AND ADOPTED BY the City Council of the City of Clermont, Lake County, Florida on this 24th day of January, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



OFFICE OF EMS

P.O. Box 7800 • 315 W. Main St., Suite 411 • Tavares, FL 32778

Tabitha Kocielko
Office of EMS
315 W. Main Street
Tavares, FL 32778
Suite 411

December 7, 2022

VIA CERTIFIED MAIL # 7020 2450 0000 1090 8554

Ms. Tracy Ackroyd Howe, Clerk
685 W Montrose Street
2nd floor
Clermont, FL 34711

RE: Renewal of Countywide Municipal Service Taxing Unit for Ambulance and Emergency Medical Services

Dear Ms. Howe:

The City executed Ordinance 2022-006 on February 8, 2022, providing that Clermont continue to be included within Lake County's Countywide Municipal Service Taxing Unit (MSTU) for Ambulance and Emergency Medical Services. The consent was for a period of one (1) year and will expire February 8, 2023.

To reduce administrative burdens on municipal staff and streamline the efficiencies of municipal commission/council meetings, the City of Clermont could amend or pass a new MSTU ordinance without an expiration date. As an example, there are eight (8) municipalities in Lake County that have already taken action to pass MSTU ordinances without an expiration date.

Please advise if the City is amending its Ordinance to remain a part of the MSTU and if a no expiration date would be considered. Once the ordinance has been executed, please provide our office with a copy of the amended/new Ordinance for our records. If not, please advise me of the same.

Correspondence can be relayed via my email at tabitha.kocielko@lakecountvfl.gov

If you have any questions, please do not hesitate to contact me.

Sincerely,

Tabitha Kocielko
Office of EMS

cc: David Ezell, Fire Chief (439 W Highway 50, Clermont, FL 34711)
John Simpson, EMS Deputy Chief (via email)
Melanie Marsh, Lake County Attorney (via email)
Thomas Carpenter, Assistant County Manager (via email)

P 352.742.3930 • F 352.742.3960

Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	12/16/2022
Order Number:	8211385
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	62.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	01/10/2023 - 01/11/2023	Govt Public Notices
LEE dailycommercial.com	2	01/10/2023 - 01/11/2023	Govt Public Notices

Total Order Confirmation	\$191.04
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Ad Preview

LEGAL NOTICE

On Tuesday, January 24, 2023 at 6:30 PM the Clermont City Council will consider the final enactment of the following proposed ordinance.

ORDINANCE NO. 2023-002

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(1)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

This ordinance is available for public inspection in the office of the City Clerk, 685 West Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 10, 2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2023		
Agenda Item Name		
Ordinance No. 2023-003 <i>Final</i> <i>Firefighter Pension Plan revisions</i>		
Requested Action		
Recommend to approve Ordinance No. 2023-003 – Firefighter Pension Plan revisions		
Staff Report		
Ordinance No. 2023-003 is proposed in order to amend the Firefighters Retirement Pension Plan pursuant to the Collective Bargaining Agreement that City Council approved on March 8, 2022 with the Clermont Professional Firefighters Local 4350. The following amendments are proposed for Council approval: Increase the employee contribution rate from 4% to 5.5% of their salary toward the normal pension cost of the plan (Article 37.3) Allows the city to use 100% of the Chapter 175 distribution as an offset to the otherwise required contribution and freezes participation in the share plan (Article 37.2) Effective for retirements on and after January 24, 2023, the monthly retirement benefit for each member's 22nd year of credited service shall receive a one-time bump up in the benefit formula multiplier equal to 12% (9% plus 3%), the effect is that the member will receive 75% of average earnings at 22 years. Future year multipliers will be 2%, and in no event shall the monthly benefit be less than two and three-quarters percent of average final compensation times all years of credited service up to a maximum of 100% in accordance with Florida Statute Chapter 175. (Article 37.4) Clarifies the definition of compensation, that the fiscal year is considered the determination period. According to the actuary, it is not anticipated that there will be any additional costs to the city based on the plan amendments. The amendment has recently been approved by the Firefighter Pension Board of Trustees.		
Additional Analysis		
Fiscal Impact Summary		
According to the actuary, the Ordinance is expected to decrease the annual contribution required from the city by 0.04% of payroll for the 2022/2023 fiscal year and by .66% of payroll for fiscal years thereafter.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2023-003 - Fire Pension (01.04.2023)	Ord 2023-003 - Fire Pension (01.04.2023).pdf	
2. Fire Pension Ordinance - ImpactStatement_Ordinance_No_2022__	Fire Pension Ordinance - ImpactStatement_Ordinance_No_2022__.pdf	
3. Fire Pension - CBA Article 37	Fire Pension - CBA Article 37.pdf	
4. Legal Ad	Legal Ad.pdf	

CITY OF CLERMONT
ORDINANCE NO. 2023-003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT FIREFIGHTERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Clermont Firefighters are presently provided pension and certain other benefits under Ordinance No. 304-C;

WHEREAS, the City and the IAFF Local 4350 have agreed in collective bargaining to certain changes in Pension benefits, member contributions, and use of State Chapter 175 money;

WHEREAS, the Pension Board has recommended a clarification to the definition of salary regarding the application of certain IRS salary limits; and

WHEREAS, the City Council desires to amend the provisions of the Firefighters' Retirement Plan to implement the collective bargaining agreement and the recommended clarification;

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Clermont, Lake County, Florida that: (note: strikethrough indicates removed words and underlined indicates added):

SECTION 1:

That Chapter 46, Pensions and Retirement, Article IV, Firefighters' Retirement Plan, Sec. 46-101, of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

Sec. 46-101. - Definitions.

- (a) As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Salary means the fixed monthly remuneration paid a firefighter plus all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions; where, as in the case of volunteer firefighter, remuneration is based on actual services rendered, salary will be total cash remuneration received yearly for such services, prorated on a monthly basis. The remuneration paid to a firefighter by the city for a plan year excludes bonuses. Effective October 1, 2019, the amount of annual overtime compensation that may be included in the calculation of a retirement benefit shall be limited to the first 300 hours of overtime paid per calendar year. The amount of the accrued unused sick or annual leave payment at retirement that may be included in the retirement benefit shall be the lesser of (a) the total value of accrued unused sick or annual leave that would have been paid to the member based on years of service as of February 14, 2014; or (b) the actual amount of accrued unused sick or annual leave paid to the member at retirement, regardless of whether the amount of sick or annual leave



CITY OF CLERMONT
ORDINANCE NO. 2023-003

was, at some time prior to retirement, reduced below the amount on February 14, 2014.

Compensation in excess of the limitations set forth in Section 401(a)(17) of the code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000.00, as adjusted for cost-of-living increases in accordance with code Section 401(a)(17)(B). Compensation means compensation during the fiscal year, **and the fiscal year is considered the determination period.** The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months **for all members**, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12 **as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B).** If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

SECTION 2:

That Chapter 46, Pensions and Retirement, Article IV, Firefighters' Retirement Plan, Sec. 46-105, of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

Sec. 46-105. – Contributions.

a. Member contributions.

(1) Amount.

(a) Member contributions will be made as follows:

i. **Effective the first full payroll period following January 24, 2023, each member of the system shall be required to make regular contributions to the fund in the amount of five and one-half (5.5%) percent of their salary.**

ii. **Prior to January 24, 2023, each** ~~Each~~ member of the system **was** ~~shall be~~ required to make regular contributions to the fund in the amount of four percent of **their** ~~his~~ salary.

(b) Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period.



CITY OF CLERMONT
ORDINANCE NO. 2023-003

The contributions made by each member to the fund shall be designated as employer contributions pursuant to Section 414(h) of the code. Such designation is contingent upon the contributions being excluded from the members' gross income for Federal Income Tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

(2) *Method.* Such contributions shall be made by payroll deduction.

b. *State contributions.* Any monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding and paying for retirement benefits for firefighters of the city shall be deposited in the fund comprising part of this system immediately and under no circumstances more than five days after receipt by the city. **Effective with the monies received from the State of Florida for the distribution received for calendar year 2021 in Fiscal Year 2022, no further monies will be used to fund the Supplemental benefit in accordance with Sec. 46-129 and all future State contributions will be used by the City to offset its contribution.**

c. *City contributions.* So long as this system is in effect, the city shall make quarterly contributions to the fund in an amount equal to the required city contribution as shown by the applicable actuarial valuation of the system.

d. *Other.* Private donations, gifts and contributions may be deposited to the fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis. Funds arising from these sources may be used only for additional benefits for members, as determined by the board, and may not be used to reduce what would have otherwise been required city contributions.

SECTION 3:

That Chapter 46, Pensions and Retirement, Article IV, Firefighters' Retirement Plan, Sec. 46-106, of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

Sec. 46-106. – Benefit amounts and eligibility.

(a) *Normal retirement age and date.* A member's normal retirement age is the earlier of the attainment of age 55 and the completion of ten years of credited service, or the completion of 20 years of credited service, regardless of age. Each member shall become 100 percent vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age.

(b) *Normal retirement benefit.*

For full-time firefighters: A full-time firefighter member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on



CITY OF CLERMONT
ORDINANCE NO. 2023-003

the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event.

(a) The monthly retirement benefit shall equal the sum of two and one-quarter percent of average final compensation times years of credited service earned prior to October 1, 2002 and three percent of average final compensation times years of credited service earned on and after October 1, 2002.

(b) **For retirements on and after January 24, 2023, the retirement benefit for each member's 22nd year of credited service shall equal 75% of the average final compensation at 22 years).**

(1) **For years of service earned after the 22nd year of a member's service, the monthly retirement benefit shall equal the sum of two percent of average final compensation times years of credited service up to a maximum of 100%.**

(c) **Notwithstanding the foregoing, in no event shall the monthly benefit be less than two and three-quarters percent of average final compensation times all years of credited service up to a maximum of 100%.**

For volunteer firefighters: A volunteer firefighter member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall equal the greater of:

(1) Five dollars a year multiplied by the years of credited volunteer service, or

(2) The sum of two and one-quarter percent of average final compensation times years of credited service earned prior to October 1, 2002 and three percent of average final compensation times years of credited service earned on and after October 1, 2002.

The normal retirement benefit of a volunteer firefighter that changes status from a volunteer firefighter to a full-time firefighter shall be the sum of the accrued benefit as a volunteer firefighter and the accrued benefit as a full-time firefighter.

* * * * *

SECTION 4:

That Chapter 46, Pensions and Retirement, Article IV, Firefighters' Retirement Plan, Sec. 46-129, of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

Sec. 46-129. – Supplemental benefit component for special benefits; chapter 175 share accounts.

Effective with the Chapter 175 money received for calendar year 2021 in Fiscal Year 2022, the city shall use 100 percent of all future Chapter 175 annual distributions to fund the



CITY OF CLERMONT
ORDINANCE NO. 2023-003

normal cost of the pension plan. Effective October 1, 2022, the Supplemental benefit will no longer be funded and no new share accounts will be created for any firefighters hired after the effective date; however, any forfeitures of Chapter 175 money within the Supplemental benefit share accounts on and after October 1, 2021 will be reallocated to the members who are actively employed as of September 30, 2021 and have an existing share account balance. These forfeitures will be allocated in accordance with subsection (4) of this section 46-129.

There was established, effective January 24, 2017, an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefit to be in addition to the benefits provided for in the previous sections of this plan, such benefit to be funded solely and entirely by F.S. ch. 175, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. § 175.351. Effective January 24, 2017 **and ending with the Chapter 175 money received for calendar year 2020,** the city ~~shall use~~ **used** 100 percent of all ~~future~~ Chapter 175 annual distributions up to the amount received in the 2012 calendar year (\$188,967.00) and 50 percent of any future annual amount in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50 percent of **the Chapter 175 money received prior to the distribution for calendar year 2021** ~~any future annual amounts~~ in excess of the 2012 calendar year distribution ~~was~~ **shall be** allocated to this supplemental component ("share plan"), and ~~was~~ **shall be further** allocated to the members and DROP participants as follows:

(1) *Individual member share accounts.* The board shall create individual "member share accounts" for all actively employed plan members and DROP participants and maintain appropriate books and records showing the respective interest of each member or DROP participant hereunder. Each member or DROP participant shall have a member share account for his share of the F.S. ch. 175 tax revenues described above, forfeitures and income and expense adjustments relating thereto. The board shall maintain separate member share accounts, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

(2) *Share account funding.*

a. Individual member share accounts were established as of January 24, 2017 for all members and DROP participants who were actively employed as of January 24, 2017. Individual member share accounts shall be credited with an allocation as provided for in the following subsection (3) of any premium tax monies which have been allocated to the share plan for that plan year, beginning with the plan year ending September 30, 2015.

b. Any forfeitures as provided in subsection (4), shall be used as part of future allocations to the individual member share accounts in accordance with the formula set forth in subsection (3)a.

(3) *Allocation of monies to share accounts.*

a. *Allocation of Chapter 175 contributions.*



CITY OF CLERMONT
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1. *Initial allocation.* Effective January 24, 2017, the amount of any premium tax monies allocated to the share plan were allocated to individual member share accounts based on their completed months of credited service in proportion to the combined completed months of credited service of all participants.

All premium tax monies allocated to the share plan in any subsequent plan year shall be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual member share accounts at the end of each plan year on September 30 (a "valuation date"). To be eligible for a distribution, an individual member must be employed on September 30.

2. *Annual allocations.* On each valuation date, each current actively employed member of the plan not participating in the DROP, each DROP participant and each retiree who retires or DROP participant who has terminated DROP participation in the plan year ending on the valuation date (including each disability retiree), or beneficiary of a deceased member (not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:

(i) The total funds subject to allocation on each valuation date shall be divided equally among those persons eligible for an allocation and allocated to the member share account of those eligible for an allocation.

(ii) Re-employed retirees shall be deemed new employees and shall receive an allocation based solely on the credited service in the reemployment period.

- b. *Allocation of investment gains and losses.* On each valuation date, each individual member share account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual member share accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the board. The investment consultant shall also report the net investment return for



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- 240 each manager and the net investment return for the total plan assets.
- 241 c. *Allocation of costs, fees and expenses.* The board of trustees shall pay all
242 costs and expenses for the management and operation for the current fiscal
243 year and shall set aside as much of the income as it considers advisable as a
244 reserve for expenses for the next fiscal year.
- 245 d. *No right to allocation.* The fact of allocation or credit of an allocation to a
246 member's share account by the board shall not vest in any member, any
247 right, title, or interest in the assets of the trust or in the Chapter 175 tax
248 revenues except at the time or times, to the extent, and subject to the terms
249 and conditions provided in this section.
- 250 e. Members and drop participants shall be provided annual statements setting
251 forth their share account balance as of the end of the plan year.
- 252 (4) *Forfeitures.* Any member who has less than five years of service credit and who is not
253 otherwise eligible for payment of benefits after termination of employment with the city as
254 provided for in subsection (5) shall forfeit his individual member share account. Forfeited
255 amounts shall be included and used as part of the Chapter 175 tax revenues for future
256 allocations to individual member share accounts on each valuation date in accordance with
257 the formula set forth in subsection (3)a.
- 258 (5) *Eligibility for benefits.* Any member (or his beneficiary) or DROP participant who
259 terminates employment as a firefighter with the city or who dies, upon application filed
260 with the board, shall be entitled to be paid the value of his individual member share account,
261 subject to the following criteria:
- 262 a. *Retirement benefit.*
- 263 1. A member shall be entitled to 100 percent of the value of his share account
264 upon normal or early retirement pursuant to section 46-106, or if the
265 member enters the DROP, upon termination of employment.
- 266 2. Such payment shall be made as provided in subsection (6).
- 267 b. *Termination benefit.*
- 268 1. In the event that a member's employment as a firefighter is terminated by
269 reason other than retirement, death or disability, he shall be entitled to
270 receive 100 percent of the value of his share account, but only if he is either
271 partially or totally vested in accordance with section 46-109.
- 272 2. Such payment shall be made as provided in subsection (6).
- 273 c. *Disability benefit.*
- 274 1. In the event that a member is determined to be eligible for either an in-line



CITY OF CLERMONT
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275 of duty disability benefit pursuant to section 46-108(a) or a not-in-line of
276 duty disability benefit pursuant to section 46-108(c), he shall be entitled to
277 100 percent of the value of his share account.

278 2. Such payment shall be made as provided in subsection (6).

279 d. *Death benefit.*

280 1. In the event that a member or DROP participant dies while actively
281 employed as a firefighter, 100 percent of the value of his member share
282 account shall be paid to his designated beneficiary as provided in section
283 46-107.

284 2. Such payment shall be made as provided in subsection (6).

285 (6) *Payment of benefits.* If a member or DROP participant terminates employment for any
286 reason or dies and he or his beneficiary is otherwise entitled to receive the balance in the
287 member's share account, the member's share account shall be valued by the plan's actuary
288 on the next valuation date as provided for in subsection (3) above, following termination
289 of employment. Payment of the calculated share account balance shall be payable as soon
290 as administratively practicable following the valuation date, but not later than 150 days
291 following the valuation date and shall be paid in one lump sum payment. No optional forms
292 of payments shall be permitted.

293 (7) *Benefits not guaranteed.* All benefits payable under this section 46-129 shall be paid only
294 from the assets accounted for in individual member share accounts. Neither the city nor the
295 board shall have any duty or liability to furnish any additional funds, securities or other
296 assets to fund share account benefits. Neither the board nor any trustee shall be liable for
297 the making, retention, or sale of any investment or reinvestment made as herein provided,
298 nor for any loss or diminishment of the member share account balances, except due to his
299 or its own negligence, willful misconduct or lack of good faith. All investments shall be
300 made by the board subject to the restrictions otherwise applicable to fund investments.

301 (8) *Notional account.* The member share account is a notional account, used only for the
302 purpose of calculation of the share distribution amount. It is not a separate account in the
303 system. There is no change in the system's assets, and there is no distribution available to
304 the member or DROP participant until the member's or DROP participant's termination
305 from employment. The member or DROP participant has no control over the investment
306 of the share account.

307 (9) *No employer discretion.* The share account benefit is determined pursuant to a specific
308 formula which does not involve employer discretion.

309 (10) *Maximum additions.* Notwithstanding any other provision of this Section, annual
310 additions under this section shall not exceed the limitations of Section 415(c) of the code
311 pursuant to the provisions of section 46-115(k).

312 (11) *IRC limit.* The share account distribution, along with other benefits payable from the
313 system, is subject to limitation under Internal Revenue Code Section 415(b).



CITY OF CLERMONT
ORDINANCE NO. 2023-003

(12) *Use for permissive service purchase.* Vested members may use their share account balance to purchase permissive service as defined in sections 46-126 and 46-127 of this system. The transfer of these funds does not convert the share account funds to employee contributions under this system.

SECTION 5: CONFLICT

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

SECTION 6: SEVERABILITY

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 7: CODIFICATION

The text of Sections 1 through 4 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 8: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 9: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2023-003

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of January, 2023.

Tim Murry, Mayor

ATTESTED:

Tracy Ackroyd Howe, MMC
City Clerk

LEGAL IN FORM AND VALID AS ADOPTED:

Daniel F. Mantzaris, City Attorney

RETIREMENT PLAN FOR THE FIREFIGHTERS OF THE CITY OF CLERMONT

IMPACT STATEMENT FOR ORDINANCE NO. 2022-

PART ONE: CERTIFICATION OF THE PLAN ADMINISTRATOR

I have enclosed a copy of Ordinance No. 2022-_____ of the City of Clermont, which ordinance makes the following changes to the pension plan:

- (1) Corrects a date related to the definition of salary and clarifies the language regarding the Internal Revenue Code (IRC) section 401(a)(17) compensation limitation *(these changes have no actuarial impact)*;
- (2) Effective the first full payroll period following the effective date of the ordinance, increases the employee contribution rate from 4.00% of pensionable earnings to 5.50%;
- (3) Effective with the monies received pursuant to Chapter 175 for 2022, allows the City to use 100% of the Chapter 175 distribution as an offset to the otherwise required contribution and freezes participation in the share plan;
- (4) Effective for retirements on and after October 1, 2022, the benefit formula multiplier for those participants who have earned at least 22 years of service is equal to 75% plus 2% for each year of service in excess of 22 years; and
- (5) The minimum retirement benefit is equal to 2.75% of average earnings for each year of service to a maximum of 100% of average earnings.

The plan's enrolled actuary, Charles T. Carr of Southern Actuarial Services Company, Inc., was provided with a copy of the proposed ordinance. In addition, the described plan change meets the requirements of Part VII, Chapter 112, Florida Statutes, and Section 14, Article X of the State Constitution.

Chair, Board of Trustees

PART TWO: CERTIFICATION OF THE ENROLLED ACTUARY

Chapter 112 requires disclosure of the effect of changes in assumptions, methods, and plan provisions on certain liabilities. I have determined the impact of Ordinance No. 2022-_____ based on the results of the October 1, 2021 actuarial valuation. The ordinance is expected to decrease the annual contribution required from the City by **0.04%** of payroll for the 2022/23 fiscal year and by **0.66%** of payroll for fiscal years thereafter. The following table sets forth the required disclosures in connection with the plan changes which have been described above:



Retirement Plan for the Firefighters of the City of Clermont
Impact Statement for Ordinance No. 2022- (continued)

	As of October 1, 2021 (Old Plan Provisions)	As of October 1, 2021 (New Plan Provisions)
Present value of future expected benefit payments:		
for active participants		
<i>retirement benefits</i>	\$ 29,712,134	\$ 30,066,943
<i>termination benefits</i>	1,066,628	1,066,629
<i>disability benefits</i>	145,848	145,852
<i>death benefits</i>	73,098	73,101
<i>return of contributions</i>	15,775	16,630
<i>sub-total</i>	<u>\$ 31,013,483</u>	<u>\$ 31,369,155</u>
for terminated vested participants	\$ 569,610	\$ 569,610
for retired participants and beneficiaries		
<i>retired (other than disab.) & benef.</i>	\$ 2,706,622	\$ 2,706,622
<i>disabled retirees</i>	502,131	502,131
<i>sub-total</i>	<u>\$ 3,208,753</u>	<u>\$ 3,208,753</u>
total	<u>\$ 34,791,846</u>	<u>\$ 35,147,518</u>
Entry age normal accrued liability:		
for active participants		
<i>retirement benefits</i>	\$ 19,383,630	\$ 19,738,438
<i>termination benefits</i>	644,148	644,149
<i>disability benefits</i>	86,595	86,596
<i>death benefits</i>	44,386	44,386
<i>return of contributions</i>	8,803	8,934
<i>sub-total</i>	<u>\$ 20,167,562</u>	<u>\$ 20,522,503</u>
for terminated vested participants	\$ 569,610	\$ 569,610
for retired participants and beneficiaries		
<i>retired (other than disab.) & benef.</i>	\$ 2,706,622	\$ 2,706,622
<i>disabled retirees</i>	502,131	502,131
<i>sub-total</i>	<u>\$ 3,208,753</u>	<u>\$ 3,208,753</u>
total	<u>\$ 23,945,925</u>	<u>\$ 24,300,866</u>
Actuarial value of assets	(29,132,570)	(29,132,570)
Unfunded accrued liability	<u>\$ 0</u>	<u>\$ 0</u>
Actuarial present value of accrued benefits	\$ 20,065,046	\$ 20,419,863
Present value of active participants':		
Future salaries	\$ 34,916,112	\$ 34,916,112
Future contributions	\$ 1,396,630	\$ 1,773,470
Present value of future contributions from the employer (including expense loading)	\$ 4,871,503	\$ 4,856,560
Total annual compensation (2021/22 FY)	\$ 5,633,189	\$ 5,633,189
Minimum required contribution (2021/22 FY):		
Annual normal cost (incl. expenses)	\$ 785,944	\$ 783,533
Interest adjustment *	28,035	27,949
Total	<u>\$ 813,979</u>	<u>\$ 811,482</u>
As a percentage of payroll	14.45%	14.41%

* based on semi-monthly employer contributions



This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate and, in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Respectfully submitted,

Charles T. Carr, Jr.

Charles T. Carr, A.S.A.
Consulting Actuary
Enrolled Actuary No. 20-04927

10-28-22

Date signed



Article 37

Pension

- 37.1 The City agrees to continue providing pension benefits to bargaining unit members in accordance with the City of Clermont Firefighters Pension Plan (Plan) in effect as approved by the pension board and City Council.
- 37.2 The Union agrees to allow the City to use 100% of all future Chapter 175 annual distributions.
- 37.3 Bargaining unit members shall contribute five and one-half (5.5%) percent of their salary toward the normal pension cost of the Plan.
- 37.4 Bargaining unit members who have reached twenty-two years of service are eligible to receive a one-time bump up in the benefit formula multiplier equal to 9% (the effect is 75% of average earnings at 22 years). All future year multipliers will be 2% up to a max of 100%.
- 37.5 All pension changes will be effective upon pension board and City Council approval and will not revert back to any prior service and will only affect future retirees beginning the first payroll date after adoption.

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	12/21/2022
Order Number:	8230548
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	51.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/10/2023 - 01/10/2023	Govt Public Notices
LEE dailycommercial.com	1	01/10/2023 - 01/10/2023	Govt Public Notices

Total Order Confirmation	\$90.58
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Ad Preview

LEGAL NOTICE

On Tuesday, January 24, 2023 at 6:30 PM the Clermont City Council will consider the final enactment of the following proposed ordinance.

ORDINANCE NO. 2023-003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT FIREFIGHTERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

This ordinance is available for public inspection in the office of the City Clerk, 685 West Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 10, 2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2023		
Agenda Item Name		
Ordinance No. 2023-004 <i>Final</i> <i>Police Officer Pension Plan revisions</i>		
Requested Action		
Request to approve Ordinance No. 2023-004 – Police Officer Pension Plan revisions		
Staff Report		
Ordinance No. 2023-004 is proposed in order to amend the Police Officers Retirement Plan to clarify the definition of compensation, that the fiscal year is considered the determination period. The clarification relates to the IRS regulation that provides that there is no proration of income if a member terminates during the period. According to the IRS, for participants who join or leave the plan mid-year, “a plan may allocate contributions to participants based on compensation earned by an employee only while he or she is a participant in the plan. If that is the case, the IRC Section 401(a)(17) compensation limit is not prorated for employees who participate for only a portion of the plan year (for example, who enter the plan in July of a calendar plan year) provided the plan continues to use a measurement period of 12 months for the other employees.” Administrative correction to the date for the beginning of the first plan year. According to the actuary, there will be no fiscal impact due to this amendment. The amendment has been approved by the Police Officer Pension Board of Trustees.		
Additional Analysis		
Fiscal Impact Summary		
According to the actuary, there will be no fiscal impact due to this amendment.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2023-004 - Police Pension (01.04.2023)	Ord 2023-004 - Police Pension (01.04.2023).pdf	
2. Police Pension Ordinance - Actuarial impact statement re amendment to salary to clarify the definition	Police Pension Ordinance - Actuarial impact statement re amendment to salary to clarify the definition.pdf	
3. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-004

1 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF**
2 **CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF**
3 **CLERMONT POLICE OFFICERS' RETIREMENT PLAN, AMENDING**
4 **CHAPTER 46; PROVIDING FOR CONFLICT, SEVERABILITY,**
5 **CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS**
6 **ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

7 **WHEREAS,** the Pension Board of Trustees recommends a clarification to the
8 definition of salary in the pension plan to more closely match the language of the
9 regulations; and

10 **NOW, THEREFORE BE IT ORDAINED,** by the City Council of the City of Clermont,
11 Lake County, Florida that: (note: strikethrough indicates removed words and underlined indicates
12 added):

13 **SECTION 1:**

14 That Chapter 46, Pensions and Retirement, Article III, Police Officers' Retirement Plan, Sec. 46-
15 51, Definitions, of the Code of Ordinances of the City of Clermont, is hereby amended to read as
16 follows:

17 Sec. 46-51. - Definitions.

18 (a) As used herein, unless otherwise defined or required by the context, the following
19 words and phrases shall have the meaning indicated:

20 ***

21 Salary means the total compensation for services rendered to the city as a police
22 officer reportable on the member's W-2 form plus all tax deferred, tax sheltered, or
23 tax exempt items of income derived from elective employee payroll deductions or
24 salary reductions, and any payments for extra duty or special detail work performed
25 on behalf of a second party employer. Effective October 1, 2019, the amount of
26 annual overtime compensation that may be included in the calculation of a
27 retirement benefit shall be limited to the first 300 hours of overtime paid per
28 calendar year. The amount of the accrued unused sick or annual leave payment at
29 retirement that may be included in the retirement benefit shall be the lesser of (a)
30 the total value of accrued unused sick or annual leave that would have been paid to
31 the member based on years of service as of February 14, 2012; or (b) the actual
32 amount of accrued unused sick or annual leave paid to the member at retirement,
33 regardless of whether the amount of sick or annual leave was, at some time prior to
34 retirement, reduced below the amount on February 14, 2012.



CITY OF CLERMONT
ORDINANCE NO. 2023-004

Compensation in excess of the limitations set forth in Section 401(a)(17) of the code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000.00, as adjusted for cost-of-living increases in accordance with code Section 401(a)(17)(B). Compensation means compensation during the fiscal year, **and the fiscal year is considered the determination period.** The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months **for all members,** the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12 **as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B).** If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December **20, 1960.**

SECTION 2. CONFLICT

Any portion of the City Code, or any ordinance or resolution or part thereof in conflict with this ordinance is hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY

It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provisions and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. CODIFICATION

The text of Section 1 of this Ordinance shall be codified as part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.



CITY OF CLERMONT
ORDINANCE NO. 2023-004

71 **SECTION 5. ADMINISTRATIVE CORRECTION**

72 Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, this
73 section of the Ordinance may be re-numbered or re-lettered and the correction of typographical
74 and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or
75 designee, without need of public hearing, by filing a corrected or re-codified copy of same with
76 the City Clerk.

77 **SECTION 6. PUBLICATION AND EFFECTIVE DATE.**

78
79 This ordinance shall be published as provided by law, and it shall become law and take effect upon
80 its Second Reading and Final passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-004

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of January, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney



Post Office Box 888343
Atlanta, Georgia 30356-0343
Telephone 770.392.0980
Facsimile 770.392.2193

June 15, 2022

Trustees of the Retirement Plan for the Police Officers of the City of Clermont
Mr. J. Scott Baur
Managing Partner
Resource Centers, LLC
4360 Northlake Boulevard, Suite 206
Palm Beach Gardens, FL 33410

Re: Retirement Plan for the Police Officers of the City of Clermont

Ladies and Gentlemen:

In response to your request, we have reviewed Ordinance 2022-_____ which was sent to our office via electronic mail on June 14, 2022. This ordinance clarifies the definition of salary.

Because the proposed ordinance does not change the benefits that are payable from the defined benefit pension plan, we have determined that the ordinance will have no actuarial impact on the plan.

If you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink that reads "Charles T. Carr".

Charles T. Carr
Consulting Actuary

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	ORD 2023-004

Date:	12/22/2022
Order Number:	8232608
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	53.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/10/2023 - 01/10/2023	Govt Public Notices
LEE dailycommercial.com	1	01/10/2023 - 01/10/2023	Govt Public Notices

Total Order Confirmation	\$93.74
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Ad Preview

LEGAL NOTICE

On Tuesday, January 24, 2023 at 6:30 PM the Clermont City Council will consider the final enactment of the following proposed ordinance.

ORDINANCE NO. 2023-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' RETIREMENT PLAN, AMENDING CHAPTER 46; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

This ordinance is available for public inspection in the office of the City Clerk, 685 West Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd Howe, MMC
City Clerk

#8232608 1/10/23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 24, 2023		
Agenda Item Name		
Variance Request <i>Wallace Property/DWW Square</i>		
Requested Action		
Recommend approval of the requested variances.		
Staff Report		
The applicant is requesting the following two variances: (1): To allow for a reduced rear yard setback to be 14 feet instead of 25 feet as required by the code, Section 122-206 and (2): To allow for a landscape buffer width between adjacent properties to be 5-foot wide instead of the minimum 10-foot width requirements for the Land Development Codes, Section 118-37. The vacant 0.216 +/- acre parcel is located on the south side of State Road 50 and west of 2nd Street. The parcel zoning is C-1 Light Commercial and the designated Future Land Use is Commercial. The applicant is proposing development of a 1,650 square foot retail building onsite. The applicant indicates the small size of the property along with compliance with the Land Development Regulations provides development challenges that justify the requested variances needed to allow for reasonable use of the land. The proposed 1,650 square foot project design layout provides a floor area ratio (FAR) of 0.175, which is less than the 0.25 (FAR) maximum allowed by the Comprehensive Plan for Commercial Development. The site as designed will require a minimum of five (5) onsite parking spaces, which is calculated at one space per 333 square feet of building floor area. The adjacent property boundaries have C-1 Light Commercial zoning. The proposed retail use is permitted in the C-1 Light Commercial zoning district and will not be out of character with the existing development patterns for the area. The City Staff finds the proposed development is consistent with the Comprehensive Plan goals, objectives and policies for commercial land use. The proposed development, as designed, would allow the applicant to use the property on a parcel that is very constricted. The applicant originally proposed a 2,000 square foot building, which required five variances to be considered. The applicant redesigned the site and reduced the building size to make the maximum use of the property with the minimal number of variance requests. The rear yard setback of 14 feet is greater than the first design considered, which had it at 10 feet. The five-foot-landscape buffer will provide less plant materials; however the property to the east has existing commercial landscape and retaining walls in place. The commercial site to the east is also elevated approximately 6-8 feet above this parcel. The western landscape buffer would provide a more aesthetically pleasing landscape buffer than what is currently in place. The requested variances seem to be the minimum required in order to develop the site. Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does meet a positive finding on all of the five review criteria. Therefore, staff recommends <u>approval</u> of the requested variances.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. New 86-174 Review Criteria Updated	New 86-174 Review Criteria Updated.docx	

2.	LOCATION MAP	LOCATION MAP.pdf
3.	Site plan	Site plan.pdf
4.	Applicant Justification	Applicant Justification.pdf
5.	Application	Application.pdf
6.	Legal ad	Legal ad.pdf

Wallace Property-State Road 50 -- Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: The proposed variances do not impact adjoining properties and provides for the minimum variances required to provide reasonable use of the property.

Staff comments: The requested variances offer the ability to develop the site without negatively impacting the nearby property owners. The placement of the building to the rear property line is being requested at 14 feet. This would be similar to the side yard setback in the C-1 Light Commercial zoning, which allows a 12 foot side yard setback. The reduced landscape buffer width still allows placement of landscaping along the property lines.

Positive finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: The proposed building size is less than the maximum

Staff comments: The variance request is not out of character with other properties in this zoning district.

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: The variance will allow for proper utilization of the land is consistent with the Comprehensive Plan.

Staff comments: The requested variance to the land development code will not further any legitimate city objective.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;
Applicant response: Granting of this variance allows for reasonable use of the land consistent with the comprehensive plan.

Staff comments: The variance request is consistent with the intent of the Comprehensive Plan goals, objectives and policies for commercial development.

Positive finding

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

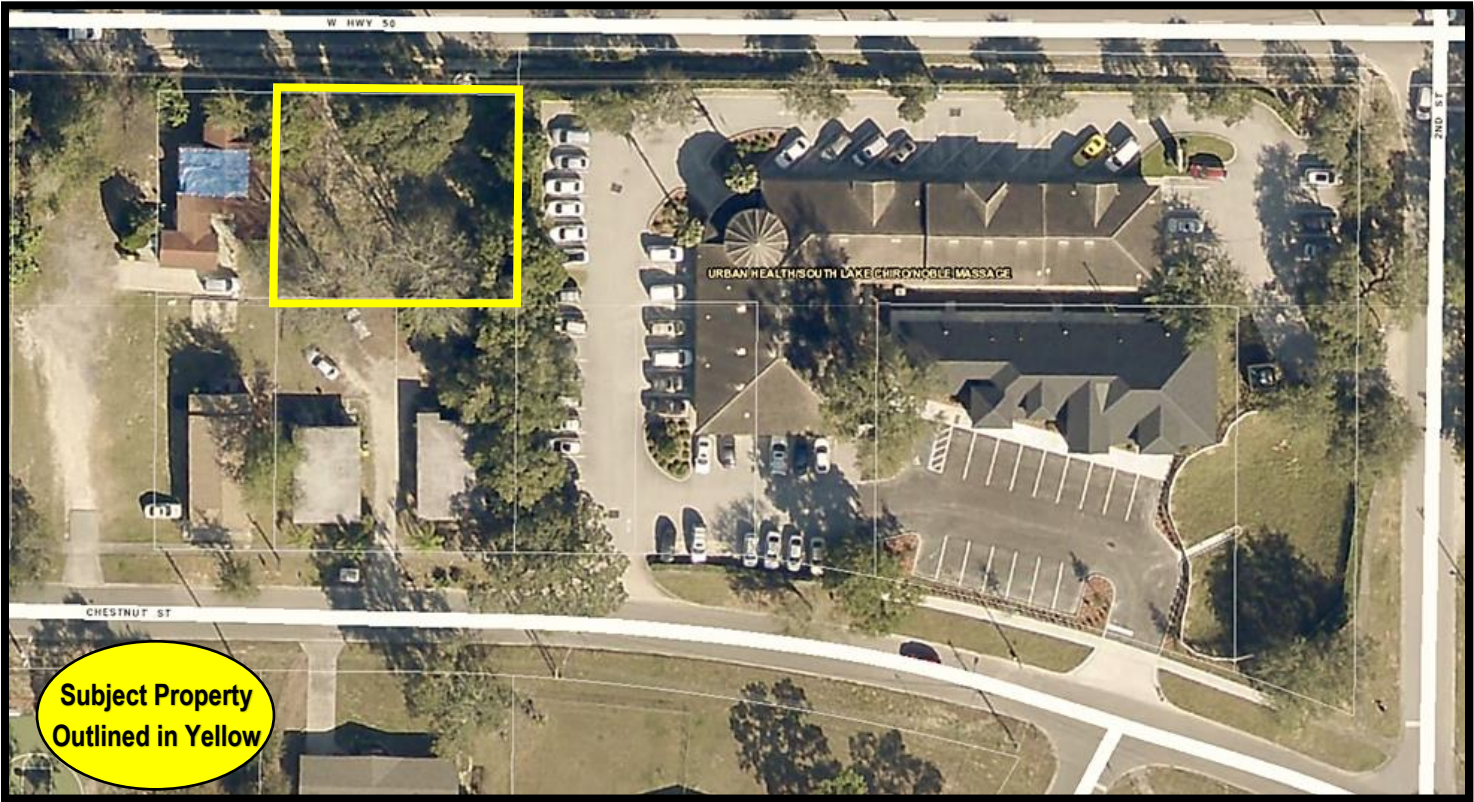
Applicant response: The requested variances represent the minimum needed to make reasonable use of the land and building.

Staff comments: The code allows the variance process for extreme hardships and existing property deficiencies. The applicant conductive an engineering analysis for building placement within the property that met the Land Development Code. The result was the building would be 1,444 square feet and the dimension would be 19 feet deep by 76 feet long. The applicant is proposing a more desirable size and shape for the building, 25 feet deep by 60 feet long, which has resulted in the variance requests. The variance requests are the minimum needed to make reasonable use of the subject property and building area.

Positive finding

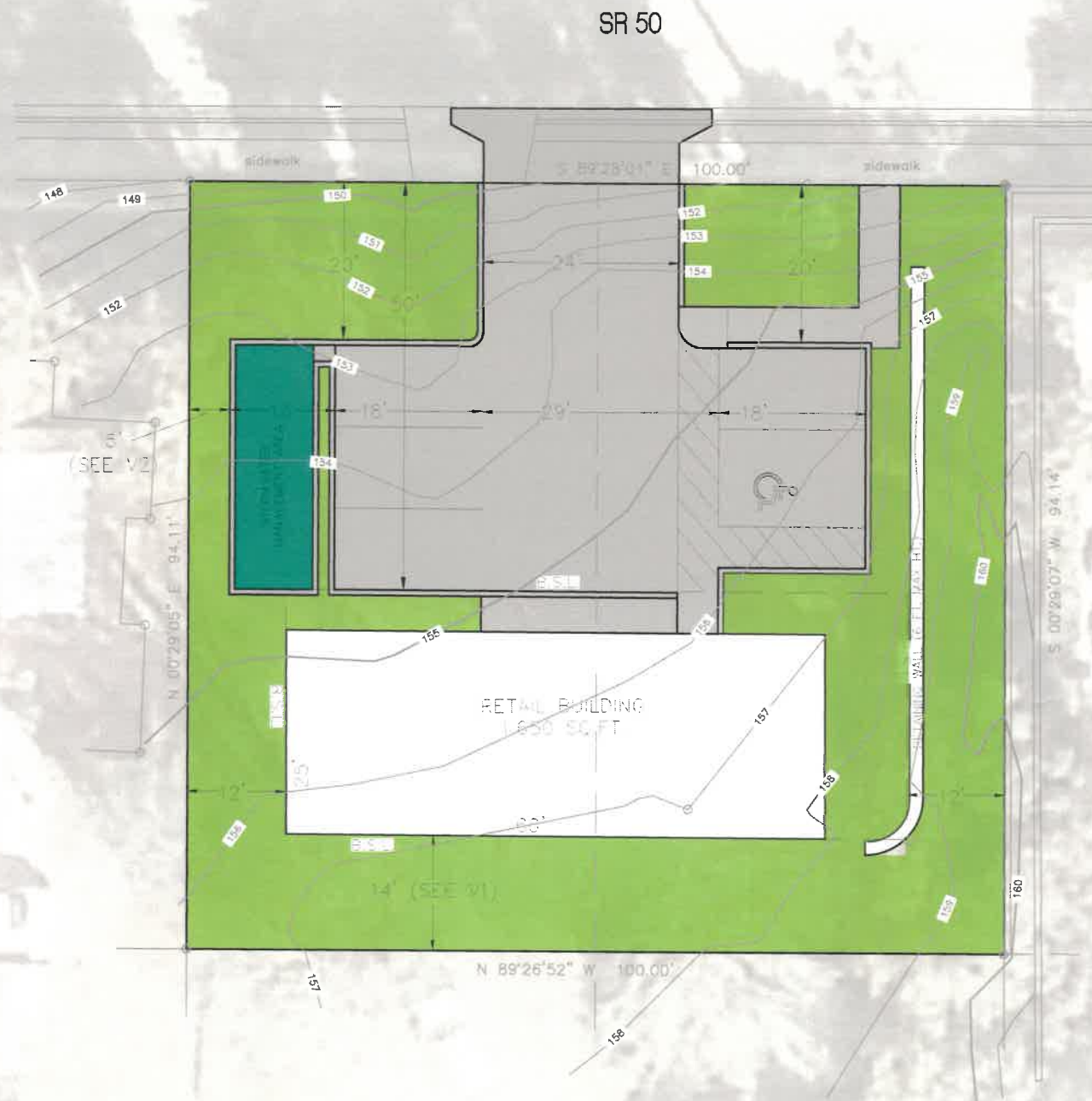
STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance, staff has reviewed the application as presented and finds the application can meet a positive finding. Therefore, staff recommends **approval** of the variance request to the Land Development Code.

LOCATION MAP





1 inch = 20 ft.



PROPERTY AREA: 0.216 ACRES

ALTERNATE KEY: 1611547

OWNER: DWW SQUARED LLC

ADJACENT ZONING:

NORTH: C-1 LIGHT COMMERCIAL

SOUTH: C-1 LIGHT COMMERCIAL

EAST: C-1 LIGHT COMMERCIAL

WEST: C-1 LIGHT COMMERCIAL

BUILDING SETBACKS:

NORTH: 50'

SOUTH: 25' (*V1 14' PROVIDED)

EAST: 12'

WEST: 12'

LANDSCAPE BUFFERS:

NORTH: 20'

SOUTH: 10'

EAST: 10'

WEST: 10' (*V2 REDUCE TO 5' AT THE SWMA)

PARKING REQUIRED: 5
1 SPACE PER 333 SQ.FT. RETAIL

PARKING PROVIDED: 5

IMPERVIOUS AREA: 0.10 AC (46.3%)

PERVIOUS AREA: 0.116 AC (53.7%)

VARIANCES:

V1. REDUCE REAR BUILDING SETBACK FROM 25' TO 14' TO ALLOW FOR A MORE SUITABLE BUILDING SIZE.

V2. ALLOW THE STORMWATER MANAGEMENT AREA (SWMA) TO ENCROACH INTO THE LANDSCAPE BUFFER WITH A 5' MIN. LANDSCAPE AREA TO BE PROVIDED WHERE ADJACENT TO THE SWMA. ALL OTHER PORTIONS OF THE LANDSCAPE BUFFER WILL MEET THE CITY CODE.

HEL
HIGHLAND ENGINEERING, INC
415 Citrus Tower Boulevard
Clermont, Florida 34711
Office 407-275-7877
Fax 407-423-1644
CA No. 27612

CONCEPT SITE PLAN

PARCEL 24-22-25-0100-017-01500

10-21-2022

EXHIBIT 1.0



HIGHLAND ENGINEERING, INC.

DWW Squared LLC
Highway 50 Commercial Property
Parcel Id: 24-22-25-0100-017-01500 (Alt Key: 1611547)

Project Summary and Variance Justification Statement

The subject property is a vacant 0.216 acres property located on the South Side of State Road 50, 400 feet west of 2nd Street. The dimensions of the property are 100 feet wide by 94 feet deep. DWW Squared LLC, the property owner, would like to develop a 1,650 sq.ft. retail building and associated parking improvements. The current zoning of the property, C-1 Light Commercial, which is compatible with the proposed use of the property. According to the City of Clermont Zoning District regulations for the C-1 zoning district, Section 122-206, the required yards are as follows:

Front Yard (North):	50 Feet from the SR 50 Right of Way
Side (East):	12 Feet
Side (West):	12 Feet
Rear (South):	25 Feet

In addition, the required yard setbacks noted above, the City of Clermont Landscape buffer requirements noted in Section 118-37 are as follows:

Front Yard (North):	20 Feet from the SR 50 Right of Way
Side (East):	10 Feet
Side (West):	10 Feet
Rear (South):	10 Feet

The small size of the subject property when combined with the yard setbacks and landscape buffers noted above, result in a maximum building area of 1,444 Sq. Ft. and would be 19 feet deep x 76 feet long with a floor area ratio (FAR) of 0.153. The property owner is requesting a slightly larger 1,650 Sq.Ft. building that is anticipated to be 25 feet deep and 60 feet long, which is a more desirable size and shape for the proposed retail use. The 206 sq.ft. larger building footprint results in a floor area ratio (FAR) of 0.175. The maximum allowable commercial building area for this property, is 2,352 sq.ft., which is a 0.25 FAR maximum identified by the City of Clermont Comprehensive Plan for Commercial Land Use.

In order to develop the site with the proposed 1,650 Sq.ft. building footprint, two variances are being requested by the property owner. The first variance is to reduce the rear building setback from 25 feet to 14 feet. The second variance is to allow the required stormwater management area to be placed within the side yard landscape buffer. These variances were identified as the minium need to make reasonable use of the subject property and building area.

Sincerely,

A blue ink signature of Jeffery W. Banker, P.E. is written over a horizontal line. The signature is stylized and cursive.

Jeffery W. Banker, P.E.



CITY OF CLERMONT
VARIANCE
Application

DATE: 12/1/2022

FEE: 600

PROJECT NAME (if applicable): _____

APPLICANT: DWW SQUARED LLC

CONTACT PERSON: DAVID WALLACE

Address: 995 W LAKE SHORE DR. CLERMONT FL, 34711

City: Clermont State: FL Zip: 34711

Phone: 352-267-8946 Fax: _____

E-Mail: DWAL2100@aol.com

OWNER: SOME

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: HWY 50 ALT KEY: 1611547

General Location: South side of Hwy 50 400 feet west of 2nd street.

Legal Description (include copy of survey): SEE SURVEY

Land Use (City verification required): Commercial



Zoning (City verification required): C-1

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

Section 122-206 & SECTION 118-37

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

SEE PROJECT SUMMARY

How does the Code create a hardship? Limits the reasonable use

of the property to an undesirable building size.

*** * * * The following justifications must be completed * * * * ***
for any variance requested:

Variance requested – subject and code section: SECTION 122-206(3) REAR YARD,
14' instead of 25'. Section 118-37(d)(1) 5' instead of
10' where adjacent to stormwater pond.

Sec. 86-174. Review criteria and findings.

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

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

The proposed variances do not impact adjoining
properties and provides for the minimum variances
required to provide reasonable use of the
property.



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

The proposed building size is less than the maximum allowable floor area ratio (FAR). The property is also surrounded by compatible land use.

CITY OF CLERMONT

VARIANCE

Application

Page 3

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

The variances will allow for proper utilization of the land, in accordance consistent with the comprehensive plan.

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

granting of the variance allows for reasonable use of the land consistent with the comprehensive plan.

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

The requested variances represent the minimum variances needed to make reasonable use of the land and building.



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

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

(1) Requests for variances to the adopted comprehensive plan.

(2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.

(3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building or structure which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

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

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

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

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

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



- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.

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

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

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

(Ord. No. 281-C, § 1(ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-99)



CITY OF CLERMONT
VARIANCE
Application
Page 4

Jeffery Banker
Applicant Name (print)

X 
Applicant Name (signature)

DAVID WALLACE
Owner Name (print)

X 
Owner Name (signature)

******* NOTICE *******

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

City of Clermont
Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape,

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	01/04/2023
Order Number:	8282057
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	45.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/17/2023 - 01/17/2023	Govt Public Notices
LEE dailycommercial.com	1	01/17/2023 - 01/17/2023	Govt Public Notices

Total Order Confirmation	\$81.10
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider this request at a public hearing on Tuesday, January 24, 2023 at 6:30 PM for the following variances: (1) to allow a rear yard building setback to be less than the minimum 25 foot setback requirements and (2) to allow the landscape buffer width to be less than the 10-foot wide minimum requirements for the Land Development Regulations, Section 122-206 and Chapter 118, at the following location:

LOCATION:

Vacant parcel south of SR 50
between 2nd St. and 4th St.

(Alternate Key #1611547)

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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk
L8282057 1/17/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, January 24, 2023	
Agenda Item Name	
Event, Open Container Request and Fee Reduction <i>THE Spring Games</i>	
Requested Action	
Recommend approval of open container request and fee reduction for THE Spring Games at Hancock Park	
Staff Report	
In 2017, THE Spring Games was classified by the City Council as a "Community Partner Event" along with Pig On The Pond and The Sommer Sports Triathlon Series. Each year, college softball teams from around the country compete in Lake County and other locations. This year, THE Spring Games will be held at seven (7) locations throughout Florida with three (3) of those locations being in Lake County; Hancock Park, Legends Way, and Sleepy Hollow Softball Complex in Leesburg. Previous to being named a "Community Partner Event", the City Council had annually waived 50% off field rental fees. For the 2022 tournament, the City Council waived 100% of field usage fees (541 hours totaling \$8,115), the cost of the daily porters (\$6,860), and the cost of the recreational softball league (CGFP) annual banquet in exchange for the use of the concession stand (\$1,500) for the 15th year THE Spring Games were held in Clermont the total fees waived were \$16,475. As in past years, staff is requesting 100% of field usage fees (640 hours estimated at \$9,600), the cost of the daily porters (estimated \$7,200), and the cost of the CGFP banquet to be waived (estimated \$1,500). The total requested fee waiver amount for the 16th THE Spring Games in Clermont would be an estimated \$18,300. THE Spring Games have also requested the City waive fees for daily field prep and services above and beyond the work the City contractor does each day. The estimated expense for this work is \$7,200. Staff is recommending THE Spring Games pay the contractor directly for these extra services, as they have, since The Spring Games has been utilizing City facilities, including prior to being named a Community Partner Event. THE Spring Games have also submitted an Open Container request in order to sell alcohol at Hancock Park. This is the first time that alcohol will be available for an event at Hancock Park. Staff is requesting approval of THE Spring Games Open Container request from March 4 - March 19 at Hancock Park within the designated area. Lake Catherine Farms will be the licensed and insured vendor providing the alcohol. Off-duty officers are required to be present while alcohol is available, identical to other events that sell alcohol and have an open container area. Based on the area requested and number of attendees, the Police Department has determined that 2 officers are required while sales are occurring. THE Spring Games is required to schedule the daily-required number of off-duty officers with the Police Department. THE Spring Games has requested a waiver of security fees. While there are no direct security expenses expected, staff recommends THE Spring Games pay all costs for the off-duty officers required by the Police Department in compliance with their Open Container request should it be granted. The estimated total cost is \$13,312 if alcohol is available for all 128 usage hours of estimated field usage (128 usage hours x \$52/hr per officer x 2 officers). If the city were to waive these fees, the city would have to pay the officers at the higher overtime rate as opposed to the off-duty detail rate. THE Spring Games has requested the City waive the fees for the annual end of the year banquet for the recreational softball league, Clermont Girls Fast Pitch, in exchange for the use of the concession stand. Staff	

recommends approval of this fee waiver request estimated at \$1,500.		
Additional Analysis		
Fiscal Impact Summary		
Facility Fees - \$9,600 Porters - \$7,200 Clermont Girls Fastpitch Banquet - \$1,500 Total = \$18,300		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Clermont Council Letter 2023	Clermont Council Letter 2023.pdf	
2. Spring Games Application - 2023	Spring Games Application - 2023.pdf	
3. Alcohol Request Form-v.3.2017 Hancock (1)	Alcohol Request Form-v.3.2017 Hancock (1).pdf	
4. Hancock Alcohol Boundaries	Hancock Alcohol Boundaries.png	
5. Lake County - 3301 Hancock Rd	Lake County - 3301 Hancock Rd.pdf	
6. 2023 LCF CT13	2023 LCF CT13.pdf	



January 9, 2023

Re: THE Spring Games 2023
City of Clermont – Community Partner Program

Dear City Council Members:

I hope that this letter finds you well and that you enjoyed last year's games! I would like to introduce myself as Alison has stepped away from TSG and is spending more time with her family. My name is J.R. Rozier and I have been with THE Spring Games since 2019 helping run the event in Lake County! As you may already know, in 2022 our motto was "Back to Business" since we had 339 teams across Division I, Division II, NAIA, and JUCO with over 250 Division I, Division III and JUCO teams hosted exclusively in Lake County with almost 80% of those games in Clermont between Legends Way Ballfields and Hancock Park after what was an unsurprisingly small event in 2021 due to COVID restrictions from northern schools. In 2023 we will be bringing Division II and NAIA, along with Division III and JUCO, to Clermont so they can experience Legends and Hancock!

We have already begun coordinating with City staff and the Clermont Girls League on the schedule for 2023. Based on our early predictions for 2023, it looks like we will be using Hancock Park for almost two weeks in 2023.

2023 will be THE Spring Games' sixteenth (16th) year in Clermont. This year (2023), we again ask that you consider THE Spring Games as a Community Partner. Consistent with our previous agreements, we intend to recognize the City on all print materials for Division II, Division III, NAIA and JUCO activities, including official merchandise and signage, to promote the City on our website and to travelers as a destination and place to stay, and provide banner space at both Clermont complexes during the event (Legends Way and Hancock).

We are also willing to provide discounted tickets to Clermont residents and plan to continue the Adopt-a-Team program, which supports local youth by connecting them with the collegiate teams who play here. In return, we ask that the City provide the use of Hancock Park (including park rental, field maintenance, security, and janitorial services) at no charge.

As always, and with all requests, "no" is a perfectly acceptable answer and we understand if the City does not see the benefit of THE Spring Games as a Community Partner event for its citizens, its community, and its reputation. In the event you do not wish to partner with THE Spring Games, I humbly ask that you provide the 50% credit for use of Hancock Park (as you did prior to 2018) as a recognition of the economic impact this event has on the community.

I will attend the January 24, 2023 meeting to answer any questions you may have about the event, this request, and the proposal contained herein. Thanking you in advance for your consideration of this request,

Thank you,

A handwritten signature in black ink, appearing to read "J.R. Rozier". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

J.R. Rozier



City of Clermont Parks and Recreation Spring Games Application

If approved, this application will be subject to the use agreement that is attached to this form and to the charges indicated below. Please write legibly, and you will be contacted by City Staff on the outcome of your application.

Date of Application: 1/9/2023

Date(s) of Request: 3/4/2023-3/19/2023 How many rounds a day: 4 (starting at 9 AM) End: Last game 4:30
(All rounds must start no later than 8:30pm)

Lights Requested: X Yes ☐ No When applicable lights will come on 15 minutes prior, and post schedule requested

Set Up Hours Start: 3/4 8:00 AM End: 3/4 4:00 PM Breakdown Hours Start: 3/19 8:00 AM End: 3/19 4:00 PM

Please check park(s) being requested (can attach full schedule to this application if applicable)

X Hancock ☐ Lake Felter

Number of Fields Requested 5

Name of Organization/Renter: THE Spring Games, LLC

Check Type of Organization (please attach non-profit exemption if applicable): ☐ Not for Profit X For Profit
☐ Individual ☐ Government

Tax Exempt: ☐ Yes X No If Yes, you must submit your Tax Exempt documentation with the application.

Rental Participants: College softball Teams Expected Attendance: 800/day # of Vehicles: To capacity

Will you have an admission fee: X Yes ☐ No If yes, how much: \$15

Lining, Field Prep needed? X Yes ☐ No *Field lining fee indicates initial lining; additional lining is available for additional fees upon request. If lining needed, please specify details below.

Fields must be at a collegiate level and using collegiate guidelines including a pitcher's circle with pitching lanes, a catcher's box, and an on-deck circle. For 2023, we will have 30 minutes between games instead of the previous 15 which should allow crews to get all work done as necessary.

Other setup (barricades, sign removal, batting cages, etc.): _____

Do you intend to set up tents? x Yes ☐ No If yes, then how big, how many and location/s?

There will be a 15 x 10 canopy at the front gate

Vendors (ice, food, merchandise, etc.): We will have a Lee's ice merchandiser on site behind Field 2. Lake Catherine will run concessions

Primary Contact: J.R. Rozier Email: jrozier@thespringgames.com

Cell Phone: 407-756-8138 Other Phone/Fax: _____
Address: 2350 Legends Way City: Clermont State: FL Zip: 34711

Secondary Contact: Skeeter Gentile Phone #: 727-259-9200

Email: skeeter@thespringgames.com

Refund Payable To: THE Spring Games Day Phone: 407-756-8138

Refund Mailing Address: jrozier@thespringgames.com

ITEM	RESIDENT/ NON PROFIT	NON RESIDENT
Event Application (Non-refundable)	\$10	\$10
Tournament Deposit	\$400	\$400
Field Rental		
Per Hour-Without Lights	\$15	\$25
Per Hour-With Lights	\$25	\$35
Field Prep Fee Per Baseball or Softball Field	\$20	\$30
Field Prep Fee Per Multipurpose Field (First Time)	\$100	\$125
Field Prep Fee Per Multipurpose Field (Repaint)	\$60	\$75
Courts		
Tennis Court - Per Court Hourly Rental	\$15	\$25
Basketball Court - Per Court Hourly Rental	\$15	\$25
Baseball/Softball Batting Cage Rental – Per Hour	\$5	\$10
Additional Park Staff Cost – Per Hour (Upon Request)	\$25	\$25
Police Officer (Required for alcohol use)	TBD	TBD
Sales Tax		

*** 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**

Payments and Reservations:

Please see above chart for rental fees. Application must be approved, and costs calculated by City Staff before payment submitted. Rental payment 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 shall be received a minimum of 2 months in advance and a maximum of 12 months in advance.** Please drop off or mail these forms to the City of Clermont Recreation Department located at Clermont Arts and Recreation Center, 3700 Highway 27, 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, card, Money Orders, or Check payable to the **City of Clermont**. Deposits, and refunds will be returned to the listed mailing address labeled "Refund mailing address." The City cannot refund with cash, or card, and will not hold checks. Please allow 2-3 weeks for refunds to be processed.

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 \$1,000,000 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 the owner in advance.

CITY OF CLERMONT ATHLETIC FACILITY RULES & REGULATIONS

The guidelines and procedures specified through this document will govern all recreational and competitive organized sports activity use. These guidelines will be administered and enforced by the City of Clermont at athletic sites maintained and operated by the City of Clermont Parks and Recreation Department.

A sound maintenance program is important to ensure athletic facility turf quality. Consideration will be given to the endurance limits of the turf in scheduling the use of the facility. The City of Clermont Parks and Recreation Department programs have first scheduling priority. All fees will be assessed according to the City's approved fee schedule.

Failure to adhere to any of these conditions may result in immediate cancellation of the existing contract/agreement and future use of all City Parks and Recreation facilities.

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

General Rules

- Users are to remain in assigned area(s) and organizer is responsible for supervising all participants in their program as to not interfere with other on-going activities/programs.
- No one is allowed on locked fields. Please see facility staff for access.

- Smoking is prohibited on all athletic fields, dugouts, and spectator areas. Smoking is permitted at designated site locations.
- No other fields or courts are available for warm-up. (Soccer, tennis, grass areas). Participants are not permitted to hit balls against the fences for practice and warm-up.
- Parking is permitted ONLY in designated areas; illegally parked cars are subject to being towed.
- Loitering at the facility is prohibited.
- Pre and Post activity storage is not provided unless otherwise agreed upon.
- The City of Clermont is not responsible for items stolen or left on the premises.
- Alcohol is prohibited at athletic facilities unless an alcohol permit is acquired and approved in advance. If alcohol is present, a Clermont Police Officer will be required and paid for by the tournament organizer.
- An approved alcohol permit will be required for the consumption and sales of alcohol on the athletic parks.
- Concessions stand usage to be arranged with Clermont Girls Softball League.
- Changes to games and schedule at the park will be communicated to the Parks and Recreation Department. Failure to do so may result in additional fees, lining and/or lighting miscommunication.

Communication with Recreational Sports Field Users

For the purpose of eliminating confusion and establishing one-on-one direct communication, flow between the City of Clermont all communication with the City must be made through the applicant or designee to the City's Recreation Coordinator. If extension, or day of questions about field usage please contact the City of Clermont Park Rangers at 352-874-5590, and/or 352-396-5916.

Insurance

Sports organizations utilizing fields must supply a Certificate of Insurance reflecting minimum coverage of \$1,000,000 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 sport organization's insurance policy shall not be cancelable without thirty days prior written notice to the City of Clermont.

Law Enforcement in the City of Clermont Parks

All persons entering the facility are subject to the policies set forth by the City of Clermont. The sports organization renting the facility is responsible for the enforcement of those policies. Uniformed law officers of the Clermont Police Department will be called upon to assist in the enforcement of applicable City ordinances.

The City of Clermont may ban any athletic participant or event attendee from admission to the facility for such length of time as the City may deem necessary in order to punish or prevent indecorous or improprieties behavior by such participant or attendee.

Safety

- The City of Clermont, at any time, may cancel, postpone, or delay any game or practice due to inclement weather or any other factors, which might impair the safety of participants or cause damage to the playing areas. The City will contact all sports organizations, if possible, in the event of cancellation. It shall be the responsibility of the user to advise its members of any facility cancellation.
- Sports organizations will take all reasonable precautions for safety. Sports groups will provide reasonable protection to prevent damage, injury, or loss to all persons and property at the facility.

- Sports organizations 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.

Scheduling

- Usage of facility is only for time and dates indicated in the agreements and facility use contracts. Games are to begin early enough to ensure completion by the end of the rental time. If use runs past allotted time, additional time may be added.
- Full refunds for field rentals not utilized will only be granted if the field user gives a prior 5 business days' cancellation notice to the Recreation Department. Credits towards future usage because of cancellations will not be allowed.
- Extensions for games, practices, playoffs, etc. must be requested immediately and approved by the Recreation Department.

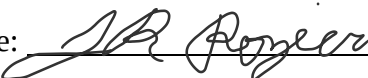
Maintenance

- The City of Clermont will maintain fields for games and practices. At the end of each use, all sports organizations will be responsible for removal of all debris in utilized areas.
- At no time will a sports organization perform any maintenance to a field without verbal agreement with the City of Clermont prior to beginning the task. They may assist City of Clermont employees if requested.
- The Parks and Recreation Department staff will provide field markings as agreed upon between user and City.

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

Name of User (printed): J.R. Rozier

Group Representing: THE Spring Games

User Signature: 

Date: 1/9/2023

City of Clermont Employee Signature: _____

Date: _____

(Signature represents receiving of application, it does not represent approval of application)

City of Clermont Recreation Department
3700 Highway 27, Clermont, FL 34711
(352) 394-3500 office, (352) 394-2900 fax
www.ClermontFL.gov



CITY OF CLERMONT Alcohol Request Form

Today's Date february 8, 2022
Name of Event The Spring Games
Date(s) of Event 2/27/22- 3/24/22 Location Handcock Rec. Complex
Event Start Time: 9am Event End Time: 9pm
Name of Organization/Applicant Lake Catherine Farms/THE Spring Games
Email info@lakecatherineblueberries.com
Day Phone 352-551-4110 Cell Phone 352-551-4110
Address 5849 LK Catherine Rd. City Groveland ST fl Zip 34736
Briefly Describe Event softball tournament
softball tournament

What do you plan on serving (check all that apply): ☒ Beer ☒ Wine/Champagne ☒ Other

What is your beverage containment area? Gated Softball Complex

Outside event, attach diagram _____

Inside event, list rooms: _____

Who is your licensed beverage caterer*? Lake Catherine Farms

****A copy of the caterer's license and insurance must be submitted with your request form***

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.

Jamie Lowe

Applicant Signature

2-8-22

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 Parks & Recreation
Attention: Special Event Request
3700 South Highway 27, Clermont, FL 34711



City of Clermont - Alcohol Policy

This policy is to outline the rules and guidelines for any group or individual who is requesting to serve and consume alcohol within any City of Clermont building, park, street, or premises for City approved functions.

Alcohol will only be allowed to be served by an approved licensed and insured organization holding an appropriate State of Florida Alcohol, Beverage and Tobacco License. Examples of those licenses include 13CT catering, or non-profit 1, 2, 3 day permit. Examples of licenses not permitted include 2COP and 4COP licenses. Those using City of Clermont facilities must comply with all City, County and State of Florida laws and ordinances.

An application with the request for permission to serve and consume alcohol must be submitted to the City of Clermont no later than 4 weeks in advance to the requested event. Proof of insurance must accompany this request. The request must include event name and date, name of facility/park/area requested, type of alcohol being served, hours it will be served and a plan for containment.

The City Manager will have the authority to approve or deny all applications requesting permission to serve alcohol in City Buildings or on City premises.

Alcohol Rules and Guidelines

1. Any alcoholic beverage, including beer, wine, or spirits, must be approved by City Council or City Manager prior to date of rental or event. Request requires a minimum of thirty days written notice with all supporting documents approved prior to submission.
2. Alcoholic beverage services must end at least 30 minutes prior to contract end time for all events or 1 hour before building, facility or area event curfew time, whichever comes earlier.
3. The alcoholic beverages must be dispensed in accordance with the General Statutes of the State of Florida. All outside events must have clear plastic cups for consumption.
4. The approved licensed and insured organization shall have general liability insurance with host liquor liability coverage endorsement or event liability insurance which shall provide coverage in the event of an incident resulting from the serving of alcohol beverages at the function. The City of Clermont shall be named as a co-insured in such policy. The minimum amount of coverage shall be \$1,000,000 aggregate per occurrence. The insurance shall be issued by a company acceptable to the City of Clermont.
5. A Facility Use Agreement will be executed by and between the City of Clermont and the organization or private group which will be binding. Failure to comply with the terms and conditions of the agreement may result in cancellation of the event, closing down the event, or denial of future requests by the requesting party.
6. Host of the event shall be responsible for providing designated drivers or other means if deemed necessary.
7. It is the responsibility of the beverage servers and the event hosts to verify legal drinking ages of all guests and provide wristbands or other ways to determine those persons of legal age.
8. Excess cleaning or maintenance as a result of alcohol use or otherwise will be billed accordingly through withholding the appropriate deposit and/or filing a claim as covered by the purchased insurance policy.
9. Renter is responsible for managing the safety and conduct of their guests; minors under the influence and rowdy guests may result in Police involvement.
10. No storing of alcohol is allowed prior to the permitted event and all alcohol must be cleared off the premise and taken away from the building, facility, or event area at the conclusion of the event.
11. Additional staff such as police, medical or other staff may be required at renters cost.
12. No alcohol will be allowed during youth specific events such as youth birthday parties, sweet 16, quinceanera, etc.

Failure to comply with all aspects of the alcohol policy can result in Police action and the full loss of the rental deposit.



Clermont City-Sewage

Hancock Park

City of Clermont
Environmental Services



LAKECAT-01

PREVOMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2023

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 have ADDITIONAL INSURED provisions or 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 Hylant - Southeast Michigan 24 Frank Lloyd Wright Dr, Ste J4100 Ann Arbor, MI 48105	CONTACT NAME: Franceska Drinkovic	
	PHONE (A/C, No, Ext): (850) 988-5147 FAX (A/C, No):	
	E-MAIL ADDRESS: Franceska.Drinkovic@Hylant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Specialty UW Ins Co	13037
INSURED Lake Catherine Farms LLC/ Lake Catherine Blueberries 5849 Lake Catherine Rd. Groveland, FL 34736	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			CSU 0128904	3/4/2022	3/4/2023	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 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			CSU 0128904	3/4/2022	3/4/2023	Each Comm. Cause/Agg 1,000,000
A	Liquor Liability			CSU 0128904	3/4/2022	3/4/2023	Deductible 1,000

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

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

Lake County
3301 Hancock Rd
Clermont, FL 34711

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO

LICENSE NUMBER	SERIES
BEV4503155	13CT

The CATERER

Named below IS LICENSED

Under the provisions of Chapter 565 FS.

Expiration date: SEP 30, 2023

CONSUMPTION ON PREMISES ONLY

LAKE CATHERINE FARMS LLC
LAKE CATHERINE FARMS
5849 LAKE CATHERINE ROAD
GROVELAND FL 34736



ISSUED: 09/29/2022

DISPLAY AS REQUIRED BY LAW

SEQ # L2209290000351

AGENDA ITEM

Meeting Date	
Tuesday, January 24, 2023	
Agenda Item Name	
Resolution No. 2023-003R <i>Table Micro-Hospital Conditional Use Permit</i>	
Requested Action	
Recommend tabling to Feb. 28, 2023 City Council Meeting	
Staff Report	
The applicant is requesting a Conditional Use Permit (CUP) to allow a micro-hospital to occupy more than 5,000 square feet of total floor space in the Tuscany Village PUD, Resolution 1532. The Tuscany Village PUD is located west of the Hammock Ridge Road and US 27 intersection. The Tuscany Village PUD was approved for Light Commercial (C-1) uses in 2005 for a mixed use center not to exceed 459,000 square feet. A condition of approval required dedication of right of ways for Citrus Tower Boulevard and the South Clermont Connector (Hammock Ridge). Another condition was the developer's responsibility to install a traffic signal at the intersection of US 27, Citrus Tower Boulevard and South Clermont Connector (Hammock Ridge). The applicant is proposing a 28,700 square foot single-story building with associated parking on 2.82 +/- acres. This equates to a floor area ratio (FAR) of 0.23, which is below the maximum allowed of 0.25.	
	
The micro-hospital will provide concierge-level emergency and inpatient medical care, allowing for the treatment of a larger variety of illnesses/injuries with the capability of inpatient care. The services include, but not limited to; trauma treatment, medical diagnostics and imaging, 8 dedicated patient rooms, an operating room, laboratory, and other associated services with a hospital, but on a much smaller scale. The micro-hospital will operate 24 hours a day, 7 days a week, all year long. The anticipated number of employees on a shift will consist of approximately 10 staff members, which will include 1-2 medical doctors, 1-2 registered nurses, 2 technicians, 1 front desk administrator, 1 security guard and 2-3 housekeeping staff. The project will be providing 47 parking spaces, which exceeds the City's requirement for hospitals/clinics. The applicant has not applied for any variances and has indicated that they can develop the site according to the Land Development Code. The proposed micro-hospital is consistent with the area as a whole and would be located in an area that would generate users of the facility. The applicant has been through the City's preliminary site plan review process with staff on the proposed project. The proposed building	

would be required to meet the City's Architectural Standards.



Staff has reviewed the CUP application in accordance to Sec. 86-144 (d) of the Land Development Code. The proposed intensity, character and type of development is in compliance with the City's comprehensive plan for Commercial future land use. The Tuscany Village PUD has been massed graded and is prepared for site development. A traffic analysis has been done and it has been determined the proposed project would have less than a total of 50 AM/PM peak hour trips, which would be considered a "de minimis" impact on the transportation network. Staff recommends approval of Resolution 2023-003R.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2023-003R Micro-Hospital CUP (12.16.2022)	2023-003R Micro-Hospital CUP (12.16.2022).pdf
2.	Legal Ad	Legal Ad.pdf



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A MICRO-HOSPITAL USE GREATER THAN 5,000 SQUARE FEET IN THE TUSCANY VILLAGE PUD, RESOLUTION 1532; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held January 3, 2023 recommended approval of this Conditional Use Permit to allow for a micro-hospital use greater than 5,000 square feet in the Tuscany Village PUD, Resolution 1532; at the following location:

LOCATION:

Vacant parcel located south of the US 27 and Hammock Ridge intersection,
south of Chick-Fil-A, adjacent to the stormwater pond
(AK 3926624)

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 86-144 (d) of the Land Development Code, the City Council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location.

WHEREAS, the City Council determines that the application for a conditional use permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that based on the findings stated above and incorporated herein:

This application for a Conditional Use Permit to allow for a micro-hospital use greater than 5,000 square feet in the Tuscany Village PUD, Resolution 1532; be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Fire Inspector shall provide building inspections for life safety requirements and all fire code regulations must be in compliance prior to the issuance of any Building Certificate of Occupancy.
5. The Building Inspector shall inspect all structures and building for compliance and any building code violations shall be corrected before the issuance of the Certificate of Occupancy.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by Resolution.
9. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont Development Services Department.
10. Should approved uses cease operation for more than 180 days, a new Conditional Use Permit shall be required for the same or similar operations.
11. The property shall be developed in substantial accordance with the Conceptual Site Plan, dated 10-10-22, prepared by Concept Companies. All new development and/or changes to the subject property must submit for site plan approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The presentation site plan submitted with the Conditional Use Permit application is not the approved and final construction plan.

SECTION 2: LAND USE

1. This permit is for up to a 30,000 square foot single-story building to be used as a micro-hospital. The site may also be used for other permitted C-1 uses as indicated in the Tuscan Village PUD, Resolution 1532.



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

2. The building setback will be a minimum of 25 feet from the internal drive and stormwater pond, 12 feet from the interior rear and 50 feet from US 27.
3. The building shall be designed in a manner that shall meet the City of Clermont's Architectural Standards and as represented in the provided elevations, Exhibit C.
4. The site shall be designed and developed to comply with the Clermont Land Development Regulations.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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

SECTION 5: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of January 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

Exhibit A – Legal Description:

LEGAL DESCRIPTION:
ALL OF LOT 7, COMMERCIAL PARCEL 1

A PARCEL OF LAND LOCATED IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING ALL OF LOT 7, COMMERCIAL PARCEL 1 AS DESCRIBED IN SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 1, COMMERCIAL PARCELS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 69-73, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 7 AND THE NORTHEAST CORNER OF TRACT A, OF SAID SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 1 COMMERCIAL PARCELS PLAT BOOK 70, PAGES 69-73 THENCE WITH THE NORTH LINE OF SAID TRACT "A" THE FOLLOWING THREE COURSES: 1) SOUTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 31.00 FEET. A CENTRAL ANGLE OF 09°36'02" AND A CHORD BEARING AND DISTANCE OF S60°22'16"W, 5.19 FEET) FOR AN ARC DISTANCE OF 5.19 FEET TO A POINT OF TANGENCY; 2) S65°10'17"W, A DISTANCE OF 257.76 FEET; 3) S66°31'39"W, A DISTANCE OF 149.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE LEAVING SAID NORTH LINE OF TRACT "A" AND WITH THE WEST LINE OF LOT 7. THE FOLLOWING TWO (2) COURSES: N24°50'08"W, A DISTANCE OF 291.75 FEET; 2) N18°38'41"W, A DISTANCE OF 8.36 FEET TO THE SOUTHWEST CORNER OF TRACT "A" OF TUSCANY VILLAGE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK, 64, PG. 13-15, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE WESTERLY LINE OF SAID LOT 7 AND WITH THE SOUTHERLY BOUNDARY LINE OF TRACT "A", N65°10'23"E, A DISTANCE OF 361.07 FEET TO THE NORTHWEST CORNER OF TRACT "LS" OF SAID TUSCANY VILLAGE PHASE 1; THENCE WITH THE WEST BOUNDARY LINE OF SAID TRACT "LS", S24°49'27"E, A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF SAID TRACT "LS"; THENCE WITH THE SOUTH LINE OF SAID TRACT "LS". N65°10'49"E, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 27 (STATE ROAD 25) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PER SECTION 11200, F.P. NO. 238422-1 AND 238423-1; THENCE WITH SAID WESTERLY RIGHT-OF-WAY LINE, S24°49'46"E, A DISTANCE OF 263.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.819 ACRES OF LAND, MORE OR LESS

CITY OF CLERMONT
RESOLUTION NO. 2023-003R

Exhibit C:
Sample Elevations



VIEW FROM EAST



VIEW FROM NE CORNER

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	12/15/2022
Order Number:	8207353
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	45.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	12/27/2022 - 01/17/2023	Govt Public Notices
LEE dailycommercial.com	2	12/27/2022 - 01/17/2023	Govt Public Notices

Total Order Confirmation	\$141.40
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Ad Preview

LEGAL NOTICE

On Tuesday, January 3, 2023 at 6:30 PM the Clermont Planning & Zoning Commission will consider a request for an amendment to a Conditional Use Permit to allow for a micro-hospital use greater than 5,000 square feet in the Tuscany Village PUD, Resolution 1532. The final hearing of the proposed request will be heard on Tuesday, January 24, 2023 at 6:30.

LOCATION

Vacant parcel located south of the US 27 and Hammock Ridge intersection, south of Chick-Fil-A, adjacent to the stormwater pond (AK 3926624) All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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

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

Tracy Ackroyd Howe, MMC

City Clerk

Daily Commercial

Dec. 27, 2022 and Jan. 17, 2023