



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, August 12, 2025**

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the July 8, 2025 council workshop minutes.

**Item No. 2 - Piggyback Term Contract
*Cloud Solutions***

Consider approval to piggyback the State of Florida, Department of Management Services Alternate Contract Source No. 43230000-NASPO-16-ACS with Carahsoft Technology Corporation to provide Cloud Solutions.

**Item No. 3 - Piggyback Term Contract
*Workplace Solutions***

Consider approval to piggyback OMNIA Partners Term Contract No. 001299 with Cintas Corporation to provide uniform rental services.

**Item No. 4 - Resolution No. 2025-018R
*Utility Deposit Interest***

Consider approval to establish compliance with the Florida Administrative Code.

Item No. 5 - Interlocal Agreement

Consider agreement approval for Pickleball Court Improvements to receive \$100,000 of Lake County Infrastructure Sales Tax funding.

**Item No. 6 - Event and Open Container Request
*Taste of South Lake 2026***

Consider allowing the South Lake Chamber of Commerce to have an open container area for event on November 6, 2025 at Waterfront Park from 5:30 PM - 8:30 PM.

**CITY OF CLERMONT
CITY COUNCIL MEETING
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Item No. 7 - Event and Road Closure Request
Veterans Day 2025

Consider approval of South Lake Florida Base Submarine Event and Parade, with Road Closures on November 8, 2025.

Item No. 8 - Film Production Road Closure Request - Date Adjustment
Root & Branch Films

Consider approval of Road Closures for the dates of February 16, 2026– February 20, 2026, from 10 PM - 6 AM for the purpose of overnight film production.

Item No. 9 - Events Request
Sommer Sports

Consider approval of the race series 2026 season, open container allowance, and waive all associated ground fees and road closure for two events.

Item No. 10 - Event and Open Container Request
Viva Clermont!

Consider the event request to have an open container area for the event on November 16, 2025.

Item No. 11 - Integra Development Agreement

Consider approval of a development agreement with PRM Clermont/Wellness Way Owner, LLC.

UNFINISHED BUSINESS

Item No. 12 - Ordinance No. 2025-029 *Final*
Plats

Consider amendments to the Land Development Code to align with new state laws regarding platting.

NEW BUSINESS

Item No. 13 - Board Appointments

Consider appointments to the Code Enforcement Board.

Item No. 14 - Resolution No. 2025-013R
Clermont West Phase 2 CUP

Consider tabling the item to August 26, 2025.

Item No. 15 - Ordinance No. 2025-021 *Intro*
ProActive Auto Annexation

Consider ordinance to annex property located at 13550 Granville Avenue.

Item No. 16 - Ordinance No. 2025-028 *Intro*
Bloxam Offices

Consider a rezoning request for a vacant parcel on Bloxam Avenue and north of Pitt Street.

Item No. 17 - Ordinance No. 2025-030 *Intro*
Watercraft Energy Source Freedom Act

Consider ordinance to repeal Chapter 40 Waterways, Article III Boat Restrictions of the City Code.

REPORTS

ADJOURN

**CITY OF CLERMONT
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Public Notice

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

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

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

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

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

City of Clermont
MINUTES
CITY COUNCIL BUDGET WORKSHOP
July 8, 2025

CALL TO ORDER

The City Council met in a budget workshop session on Tuesday, July 8, 2025, in the Clermont City Council Chambers. Mayor Murry called the workshop to order at 9:00 am with the following Council Members present: Council Members Howard, Strange, Myers and Petersen.

Other City officials present were Interim City Manager Van Wagner, Deputy City Manager Matthys, and City Clerk Howe.

Mayor Murry gave the invocation followed by the Pledge of Allegiance.

AGENDA ITEMS

Proposed Fiscal Year 2025-2026 Budget Discussion

Council Member Strange requested that Council discuss their perspectives on the city's vision and policies to help inform staff on how Council will approach the budget for the upcoming year.

Council Member Petersen reiterated his position from his campaign, emphasizing his commitment to maintaining the rolled-back rate and developing a budget that aligns with that rate. He noted that Council will need to think creatively and explore alternative approaches to achieve this goal.

Council Member Strange discussed the previous millage rate increase, lowering the millage rate and how to spend the reserve funds.

Council Member Howard stated that the current conversation would not have an impact on the existing budget presentations. He expressed the need for dedicated workshops to discuss vision and policy, noting that these discussions should take place overtime to provide staff with a clear understanding of the Council's long-term direction. He also stated that lowering the millage rate too quickly could limit the City's ability to address critical issues, such as infrastructure needs. He spoke about the importance of allocating funds annually to support infrastructure projects.

Council Member Myers said she agrees the millage rate needs to be reasonable but does not want it to be lowered so much that there are not enough funds to cover unexpected costs. With price increases, she believes the rate should be reduced slowly and steadily to avoid a deficit that could require an increase. She also mentioned the importance of attracting more businesses that pay living wages to help young adults afford homeownership.

Mayor Murry said the cost of living has gone up in Clermont but noted that it's rising everywhere. To keep providing the level of service residents expect, he said the City's budget will need to grow as well. He also mentioned new businesses coming to the Wellness Way area and the idea of creating an industrial park to help support economic growth.

The council discussed ways to help lower the cost of living for residents, what kind of community Clermont wants to be, and how development should move forward.

City of Clermont
MINUTES
CITY COUNCIL BUDGET WORKSHOP
July 8, 2025

Interim City Manager Van Wagner stated that the budget to be presented to the Council represents input from staff, Council, and the community. Directors were encouraged to communicate openly and approach the process with transparency.

Finance Director Borrer reviewed the budget calendar and requested the council to provide direction on the proposed millage rate to advertise by the July 29 Council meeting. He provided an overview of the major changes as well as the proposed additions to next year's budget. He stated that the current millage rate is 4.88, the highest millage rate Council can set next year with a simple majority vote is 4.8291 and the rolled back rate would be 4.6143. He spoke about the general and reserve funds. The council discussed the use of the reserve funds as well as the amount of reserves the city must have.

Proposed personnel additions were discussed along with the possibility of providing ambulance service in the city. Mayor Murry requested a workshop for Council to discuss the service and speak with Lake County regarding their involvement.

Finance Director Borrer reviewed the reserve policy; project highlights included in the budget and discussed the tree fund.

Mayor Murry recessed the workshop at 10:46am; Mayor Murry reconvened the workshop at 10:55am.

Public Works

Public Services Director Brunson provided an overview of the purposes for which the infrastructure funds are allocated. His goal would be to use infrastructure funds to fund all road projects.

Finance Director Borrer provided insight into how his department separates funding for projects.

Public Services Director Brunson explained the challenges with funding from the infrastructure fund and that prior administrations were conservative with funding projects. The council expressed interest in moving forward with projects.

Discussion ensued on streets and sidewalks throughout the city that needed work. They spoke about East Avenue, Lake Avenue and 12th Street, being possibilities to bridge the downtown area with the community across State Road 50. They talked about the possibility of building a bridge across or creating a tunnel underneath State Road 50 for residents to get across.

Public Services Director Brunson stated that his department will work with the Florida Department of Transportation on different options and bring the findings back to the council.

Finance Director Borrer explained the different funding options for street projects, enterprise versus general funds, impact fee funds as well as borrowing against future tax.

The council discussed complete streets and the East Avenue project. Council Member Strange inquired about a bike path on East Avenue.

City of Clermont
MINUTES
CITY COUNCIL BUDGET WORKSHOP
July 8, 2025

Council Member Howard stated that he would like to see funds put aside each year towards the East Avenue project. The council agreed that East Avenue needs to be done.

Public Services Director Brunson will provide the council with the previously approved conceptual plans for East Avenue to review and provide directions on moving forward.

Public Services Assistant Director Maiworm informed council that, while the budget presented outlines their five-year capital plan, the requested funds specifically pertain to the year 2026. The request is based on anticipated road conditions, streets that need resurfacing or micro-surfacing.

Council Member Strange noted that two of the streets identified for repair are located near Lake-Sumter State College, which recently approved a master plan for development in the area. She suggested that staff check in with the college about their development timeline to avoid fixing the streets now, only to have them damaged later by construction traffic.

Public Services Director Brunson reviewed the department budget which included personnel and the different divisions' responsibilities. Discussion was had on the cost of outsourcing an Engineer versus hiring an Engineer in house. He spoke about a front-end loader that was removed from the budget with a cost of \$230,000.00.

The sanitation division was presented which included a discussion on compactors in the downtown area.

Council Member Howard spoke about Capital Outlay and the request for a clam truck. The current truck has a blown engine, he suggested repairing the engine as well to have a backup truck. He spoke about grants for the Historic Village capital buildings and the location for a transfer station.

Mayor Murry recessed the workshop at 12:08pm; Mayor Murry reconvened the workshop at 1:00pm.

Public Services Assistant Director Griffin discussed planning for future infrastructure projects. From there they develop their Master Plan which goes into their water, wastewater and reclaimed water plans.

Public Services Director Brunson spoke about reclaimed water in the Wellness Way area; at this time there is not a possibility of reclaimed water in that area. He also spoke about the city's utility service area.

The council discussed upcoming projects and the need for funds to be placed aside each year for projects. Discussion ensued on impact fees, debt service, utility rate increases and how often a sewer impact fee study can be done.

Finance Director Borrer spoke about the annual utility rate increases and the percentage they will increase per year. Public Services Director Brunson stated that these rates are until 2027, at that time there will be another rate study performed to see where the rates need to be.

City of Clermont
MINUTES
CITY COUNCIL BUDGET WORKSHOP
July 8, 2025

Council Member Strange inquired about initiating the rate study process and asked if a budget adjustment was included on the July 29 agenda, the project could begin at that time.

Council Member Howard suggested combining the impact fee study with the utility rate study to receive a full picture.

Council Member Strange stated that she would like to update the policy to initiate a utility rate study every two and a half years.

Finance Director Borrer said that the current rate study goes through 2027.

Interim City Manager Van Wagner summarized the budget discussion by confirming that the council agreed with the overall budget request, including the addition of funds to install a new engine in the clam truck.

Police Department

Police Chief Graczyk presented their budget. He spoke about additional personnel, crime statistics, calls for service, traffic crash statistics along with their projects and goals for the upcoming year.

The department will be requesting an indoor drone to enhance their drone program as well as speed cameras in school zones and entering a contract for the axon officer safety program which supplies body and dash cameras as well as tasers, training and enhanced redaction software. Police Chief Graczyk also spoke about the Real Time Intelligence Center and accreditation.

Council Member Howard inquired about retirement benefits and requested the city explore going into the Florida Retirement System prior to renewal of their collective bargaining agreement.

Finance Director Borrer informed the council that one of the uses for the excess reserve funds could be creating a stabilized fund which would be meant to stabilize healthcare or retirement costs for the city.

Council Member Howard asked if the department had ever done a workload study. Police Chief Graczyk stated that they had not but will investigate that for the future.

The council spoke about the current vacancies within the department and the request for more officers.

Police Chief Graczyk requested to do a budget amendment when officers are needed instead of having new positions in October. Mayor Murry and Council Member Howard expressed support.

Police Captain Sayre spoke about the new hires and those that the department sponsored to go through the Police Academy.

Council Member Myers inquired if the school zone speed camera program had changed since it was presented to the council last year. Police Chief Graczyk stated that it is the same program. Discussion ensued concerning the cost of the program and options for school zones besides the cameras. Councils' consensus was not to join the program.

City of Clermont
MINUTES
CITY COUNCIL BUDGET WORKSHOP
July 8, 2025

Another request from the department was renovations at the Police Department. The council discussed pushing renovations off for a year.

Police Lieutenant Bloom spoke about the request to replace 10 vehicles.

Discussion ensued on funding Police vehicles from the infrastructure fund and the need for them to be moved to a different fund.

Finance Director Borrer explained that if the council wants to take the position that the infrastructure fund only funds streets and sidewalks then a budgeting policy should be adopted that states that. He stated Police vehicles will be moved from the infrastructure fund to the Capital Projects fund.

Discussion ensued on travel and training, police asset forfeiture funds as well as marine patrol.

Mayor Murry stated that the Fire Department will be the first department to present on Thursday.

ADJOURN: With no further comments, this budget workshop adjourned at 3:50 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, August 12, 2025	
Agenda Item Name	
Piggyback Term Contract <i>Cloud Solutions</i>	
Requested Action	
Approval to piggyback the State of Florida, Department of Management Services Alternate Contract Source No. 43230000-NASPO-16-ACS with Carahsoft Technology Corporation to provide cloud solutions in accordance with the City of Clermont's Procurement Policy.	
Staff Report	
The Procurement Services Department, in coordination with the Fire Department, recommends approval of this action. At the request of the Fire Department, the Procurement Services Department identified the State of Florida, Department of Management Services Alternate Contract Source No. 43230000-NASPO-16-ACS, as a suitable procurement vehicle for cloud solutions. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process. The contract includes an initial 13-month agreement, with the option of automatic renewals for successive terms of 12 months each at the City's discretion. The estimated contract value for the initial term is \$36,050, which includes one-time implementation and training costs. The initial term has a start date of September 1, 2025. The recurring costs for future fiscal years will be \$26,715.79 for a 12-month term. This contract will allow the department to utilize the First Due Records Management System (RMS), a cloud-based platform designed specifically for fire, prevention, inspections, and pre-incident planning. This system will centralize key functions including fire rescue incident reporting, fire inspections, hydrant locations, occupancy records, pre-incident plans, community risk reduction, and associated analytics. The move to First Due is necessary due to ongoing limitations and lack of responsiveness from the current vendor, which has hindered operational efficiency and data accuracy. First Due is also one of the few platforms certified as compliant with the new National Emergency Response Information System (NERIS) standards set by the U.S. Fire Administration, which will be mandatory for all fire department agencies by 2026. The platform offers mobile access, offline inspection capabilities, and real-time data integration that will improve field operations and reporting. This upgrade will enhance the department's ability to meet regulatory requirements, streamline workflows, enhance incident operations, maintain accessible and accurate records, and better serve the department and community. Funding will be determined on a project-by-project basis and allocated from the Software Renewals/Support, Account No. 10529-55219. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest. Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.	
Additional Analysis	

Fiscal Impact Summary		
The fiscal impact of \$36,050.00 is accounted for in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$36,050	10529-55219 Software Renewals/Support	\$98,139.44
Exhibits Attached (copies of original agreements)		
1. Agreement 43230000-NASPO-16-ACS	Agreement 43230000-NASPO-16-ACS.pdf	
2. Carahsoft Pricing	Carahsoft Pricing.pdf	

Contract # AR2472**STATE OF UTAH COOPERATIVE CONTRACT**

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation

Name

1860 Michael Faraday Drive, Suite 100

Address

RestonVA20190

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.comVendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed
3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.
4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.
5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
 ATTACHMENT B: Scope of Services Awarded to Contractor
 ATTACHMENT C: Pricing Discounts and Pricing Schedule
 ATTACHMENT D: Contractor's Response to Solicitation #CH16012
 ATTACHMENT E: Service Offering EULAs
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code and the Procurement Rules.
9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

[Signature] 10/11/16
 Contractor's signature Date

Robert Moore, Vice President
 Type or Print Name and Title

STATE

[Signature] 10.13.16
 Director, Division of Purchasing Date

Christopher Hughes

Division of Purchasing Contact Person

801-538-3254

Telephone Number

Fax Number

christopherhughes@utah.gov

Email

(Revision 16 June 2016)

February 17, 2016.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum¹ ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits² to the Master Agreement;
- (3) The Solicitation;
- (4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- (5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the

¹ A Sample Participating Addendum will be published after the contracts have been awarded.

² The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and SaaS.

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity’s software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“High Impact Data”).

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures

February 17, 2016.

specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

February 17, 2016.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure'). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement

February 17, 2016.

and an amendment is not necessary.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing

February 17, 2016.

Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement, including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Indemnification and Limitation of Liability

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to real or tangible property arising directly or indirectly from the negligent or wrongful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any

February 17, 2016.

person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

- (1) The Contractor's obligations under this section shall not extend to:
 - a. Any use of the Services provided hereunder not contemplated in the product documentation.
 - b. Any use of the Services provided hereunder in combination with other products not contemplated hereunder or in the documentation, any use of modification of the Services provided hereunder except as permitted by this Agreement.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

- b. Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:
 - i. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable

February 17, 2016.

- Purchase Order) or (ii) two million dollars (\$2,000,000), whichever is greater.
- ii. The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
- iii. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others.
- iv. The limitations of liability in Section 43 will not apply to claims for bodily injury or death as set forth in Section 13, and Section 30 when made applicable under a specific purchase order.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions Minimum Insurance Coverage	Crime Insurance Minimum Insurance Coverage
Low	\$2,000,000	\$2,000,000

February 17, 2016.

Moderate	\$5,000,000	\$5,000,000
High	\$10,000,000	\$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage

February 17, 2016.

may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

The federal and state laws, regulations, policies, standards, and guidelines that Contractors doing business with the Participating Entities must be aware of, include, but not limited to: Criminal Justice Information Services (CJIS) Security Policy; Federal Educational Rights and Privacy Act (FERPA); Federal Information Security Management Act (FISMA); National Institute of Technology Standards; Gramm-Leach-Bliley Act (GLB) Act; Health Insurance Portability and Accountability Act (HIPAA); Health Information Technology for Economic and Clinical Health Act (HITECH); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI DSS); Sarbanes-Oxley Act (SOX); Electronic Communications Privacy Act, Stored Communications Act and the PATRIOT Act. The list is intentionally United States-centric, and is not intended to be all-inclusive. Further, since laws, regulations, requirements and industry guidelines change, consulting definitive sources to assure a clear understanding of compliance requirements is critical. Many State Entities have additional program compliance requirements that must be considered in addressing compliance. (e.g., DMV Privacy Act, Public Service Law, etc.).

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized

February 17, 2016.

by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office³.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this

³ Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

February 17, 2016.

subsection must be consistent with license rights granted for use of intellectual property.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation. Contractor must maintain any certifications required under the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the

February 17, 2016.

Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

30. Data Privacy: When required by a specific purchase order issued under this Agreement or a Participating Addendum and accepted by the Contractor, the Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and

February 17, 2016.

Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

- a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.
- b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.
- c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.
- d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.
- e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.
- f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

- a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.
- b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

February 17, 2016.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have

February 17, 2016.

additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list

February 17, 2016.

of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software-as-a-Service

- 1. Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

- 2. Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

- 3. Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification:

a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

- 5. Personal Data Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3)

document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. Notification of Legal Requests: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law. .

7. Termination and Suspension of Service:

- a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.
- b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.
- c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - • 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

- d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.
- e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD,

backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

- 8. Background Checks:** Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.
- 9. Access to Security Logs and Reports:** The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.
- 10. Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.
- 11. Data Center Audit:** The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
- 12. Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number. Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Right to Remove Individuals: The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately

remove such individual. The Contractor shall not assign the person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

- 19. Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.
- 20. Compliance with Accessibility Standards:** The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.
- 21. Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.
- 22. Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.
- 23. Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

- 1. Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

- 2. Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.
- 3. Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.
- 4. Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.
- a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.
 - b. Security Incident Reporting Requirements: Unless otherwise stipulated, the Contractor shall immediately report a security incident related to its service under the Master Agreement, Participating Addendum, or SLA to the appropriate Purchasing Entity.
 - c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Purchasing Entity data that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate Purchasing Entity within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner
- 5. Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.
- a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

- b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. Notification of Legal Requests: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. Termination and Suspension of Service:

- a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.
- b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.
- c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.
- d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.
- e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of

Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. Background Checks:

- a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.
- b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.
- c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports:

- a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.
- b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon

request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

- 12. Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

- 13. Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

- 14. Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

- 15. Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

- 16. Responsibilities and Uptime Guarantee:** The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

- 17. Subcontractor Disclosure:** Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.
- 18. Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.
- 19. Compliance with Accessibility Standards:** The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity..
- 20. Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.
- 21. Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data as identified in the SLA, unless the Contractor presents a justifiable position that is approved by the Purchasing Entity that Personal Data, is required to be stored on a Contractor portable device in order to accomplish work as defined in the scope of work.
- 22. Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 3 to the Master Agreement: Infrastructure-as-a-Service

- 1. Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

- 2. Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:
 - a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
 - b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
 - c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
 - d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
 - e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.
- 3. Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.
- 4. Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach related to Purchasing Entity's Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.
- a. **Security Incident Reporting Requirements:** The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.
- b. **Breach Reporting Requirements:** If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.
- 5. Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA.
- a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident

review of events and actions taken to make changes in business practices in providing the services, if necessary.

- 6. Notification of Legal Requests:** If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. Termination and Suspension of Service:

- a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.
- b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.
- c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.
- d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.
- e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. Background Checks:

- a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty,

including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports:

a. The Contractor shall provide reports on a schedule specified in the SLA to the Contractor directly related to the infrastructure that the Contractor controls upon which the Purchasing Entity's account resides. Unless otherwise agreed to in the SLA, the Contractor shall provide the public jurisdiction a history or all API calls for the Purchasing Entity account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Contractor. The report will be sufficient to enable the Purchasing Entity to perform security analysis, resource change tracking and compliance auditing

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually and at its own expense, and provide an unredacted version of the audit report upon request. The Contractor may remove its proprietary information from the unredacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that

may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for IaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement via amendment.

NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS

Administered by the State of Utah (hereinafter "Lead State")

Alternative Contract Source No: 43230000-NASPO-16-ACS

Carahsoft

Master Agreement No: AR2472
(hereinafter "Contractor")

And

Florida Department of Management Services

(hereinafter "Department/Participating State/Entity")

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2472. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions. This Participating Addendum is entered into pursuant to Section 287.042, Florida Statutes.

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract." Accordingly, agencies and eligible users (Customer) may make purchases from this Participating Addendum pursuant to the terms and conditions herein.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative contract source is cost-effective and in the best interest of the State.

This Participating Addendum and all incorporated Exhibits, set forth the entire understanding of the Parties and supersedes all prior agreements.

Accordingly, the Parties agree as follows:

1. Term and Effective Date

The initial term of this Participating Addendum will become effective on the date the document is signed by all Parties, and shall be effective through September 30, 2020, unless terminated earlier in accordance with the General Contract Conditions.

2. Renewal

Upon agreement of the Parties, the Department and the Contractor may renew this Participating Addendum in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Participating Addendum. Renewal determinations will be based upon utilization and achieved savings.

3. Modifications or Additions to Master Agreement

The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Scope:

The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this contract only if they are not offered on a State Term Contract.

In accordance with 74-3.004, F.A.C., Agency requests for Infrastructure as a Service (IaaS) must be submitted via a Service Request to the State Data Center.

- b. Exhibits: All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Participating Addendum. The Participating Addendum Exhibits shall have priority in the order listed:

- 1) Exhibit A: Contract Conditions, Florida General
- 2) Exhibit B: Contract Conditions, Florida Special
- 3) Exhibit C: NASPO ValuePoint Master Agreement Number AR2472

If a conflict exists among any of the documents, the following shall have priority in the order listed below:

- 1) The Addendum
- 2) Florida Special Contract Conditions, Exhibit B
- 3) Florida General Contract Conditions, Exhibit A
- 4) NASPO ValuePoint Master Agreement Number AR2472 Exhibit C

- c. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- d. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state. Any agency requests for Infrastructure as a Service must be submitted via a service request to the state data center. See section 3.a. above.
- e. Authorization: Approval of this Participating Addendum by the State Chief Procurement Official and State Chief Information Officer is an authorization for participation in the NASPO cooperative contract process, it is not intended as an approval of any specific purchase or solution. It is the responsibility of the Customer to validate all terms and conditions and to ensure compliance with all applicable statutes and rules.
- f. Request for Quotes: Customers purchasing Cloud Solutions from this Participating Addendum shall create a Request for Quote (RFQ), each time they desire to purchase Cloud Solutions. The Customer shall issue a detailed RFQ to the ACS Contractor(s) who offer the applicable cloud solutions(s). The specific format of the RFQ is left to the discretion of the Customer, but must contain the following:
- 1) Applicable service and deployment model(s);
 - 2) Data security classification;
 - 3) Service level agreement requirements; and
 - 4) Exit strategy considerations.

- g. **Enterprise Agreements:** The Contractor shall honor any Volume or Enterprise Agreement(s) established between a State of Florida agency and the manufacturer of products or services offered under their Master Agreement.
- h. **Purchase Orders:** Customers shall issue purchase orders under this Participating Addendum to their awarded RFQ Contractor using this State of Florida ACS number 43230000-NASPO-16-ACS. The purchase order period survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.
- i. **Contractor Selection Justification Form:** Customers purchasing Cloud Solutions from this Participating Addendum shall attach to the purchase order a completed Contractor Selection Justification Form (Attachment A).

4. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

5. Entire Agreement of the Parties

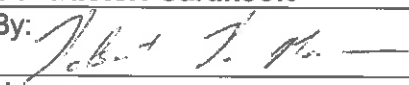
This document and the attached exhibits constitute the Participating Addendum and the entire understanding of the parties.

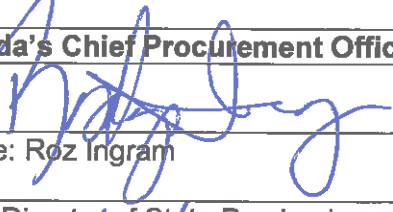
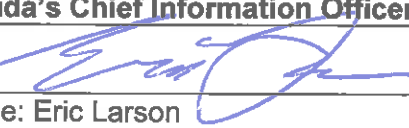
6. Amendments

All modifications to this Participating Addendum must be in writing and signed by all Parties. No oral modifications to this Participating Addendum are permitted.

Notwithstanding the order listed in section 3b, amendments executed after the Participating Addendum is executed may expressly change the provisions of the Participating Addendum. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Participating Addendum.

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

Participating State: Florida	Contractor: Carahsoft
By: 	By: 
Name: Dave Zeckman	Name: Robert R. Moore
Title: Chief of Staff	Title: Vice President
Date: 7/31/2017	Date: June 26, 2017

Florida's Chief Procurement Officer:	Florida's Chief Information Officer
By: 	By: 
Name: Roz Ingram	Name: Eric Larson
Title: Director of State Purchasing and Chief Procurement Officer	Title: Executive Director of the Florida Agency for State Technology and Chief Information Officer
Date: 7/28/17	Date: 7/28/17

Alternate Contract Source No. 43230000-NASPO-16-ACS

Exhibit A

GENERAL CONTRACT CONDITIONS

Table of Contents

SECTION 1. DEFINITIONS.....	4
SECTION 2. CONTRACT TERM AND TERMINATION.....	4
SECTION 3. PAYMENT AND FEES.....	5
SECTION 4. CONTRACT MANAGEMENT.....	6
SECTION 5. COMPLIANCE WITH LAWS.....	7
SECTION 6. MISCELLANEOUS.....	8
SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY AND SERVICES.....	11
SECTION 10. GRATUITIES AND LOBBYING.....	12
SECTION 11. CONTRACT MONITORING.....	12
SECTION 12. CONTRACT AUDITS.....	12
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	13

These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. TERMINATION.

2.1 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in

progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.2 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES

3.1 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.2 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.3 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.4 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.5 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.6 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Purchase Order and any attachments to the Purchase Order.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.2 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.3 Contractor Certification.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.4 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or

any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.

All contactors, dealers, and resellers authorized by the Department, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in

a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.6 Information Technology Standards

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the state agency in furtherance of the state agency's efforts to comply with AST standards, established in Rule Chapter 74, F.A.C, as applicable.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services

c/o Division of State Purchasing
 4050 Esplanade Way, Suite 36060
 Tallahassee, Florida 32399-0950

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service;
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and
- (e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must

clearly designate that portion of the materials as “confidential” when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as “confidential,” the Department will provide only the portions of the contract-related materials not designated as “confidential.” If the requester asserts a right to examine contract-related materials designated as “confidential,” the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated “confidential.”

If the Department is served with a request for discovery of contract-related materials designated “confidential,” the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated “confidential” only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as “confidential” from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney’s fees arising from or relating to its designation of contract-related materials as “confidential.”

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
 - (b) The type of information that was subject to the unauthorized access and acquisition.
 - (c) The type and number of entities who were, or potentially have been affected by the breach.
 - (d) The actions taken by the Contractor to protect the Data from further unauthorized access.
- However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.2 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.3 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.4 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

SECTION 12. CONTRACT AUDITS.

12.1 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.2 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related or information technology crimes
- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

13.3 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

**Alternate Contract Source
No. 43230000-NASPO-16-ACS**

**EXHIBIT B
FLORIDA SPECIAL CONTRACT CONDITIONS**

This Exhibit contains the Special Contract Conditions. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

Special Contract Conditions are as follows:

Section 1 Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

Section 2 Monthly Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

Section 3 Quarterly Sales Reports

Each Contractor shall submit a sales report to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided (to include identification of the cloud solution and service model), and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 10. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor. Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

Section 4 Quarterly Reporting Timeframes

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – Due by October 10
- Quarter 2 - (October-December) – Due by January 10
- Quarter 3 - (January-March) – Due by April 10
- Quarter 4 - (April-June) – Due by July 10

Section 5 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Attachment C – Cost Schedule

Solicitation Number CH16012 NASPO ValuePoint Cloud Solutions RFP

Cloud Solutions By Category. Specify *Discount Percent %* Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

Software as a Service Discount % 0-21.60

Infrastructure as a Service Discount % 0-10

Platform as a Services Discount % 0-11

Value Added Services Discount % 0-13

Additional Value Added Services:

Maintenance Services

Onsite Hourly Rate \$ 250
Remote Hourly Rate \$ 175

Professional Services

- **Deployment Services** Onsite Hourly Rate \$ 350
Remote Hourly Rate \$ 275
- **Consulting/Advisory Services** Onsite Hourly Rate \$ 300
Remote Hourly Rate \$ 225
- **Architectural Design Services** Onsite Hourly Rate \$ 300
Remote Hourly Rate \$ 225
- **Statement of Work Services** Onsite Hourly Rate \$ 250
Remote Hourly Rate \$ 175

Partner Services

Onsite Hourly Rate \$ 250
Remote Hourly Rate \$ 175

Training Deployment Services

Onsite Hourly Rate \$ 250
Online Hourly Rate \$ 175

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM

carahsoft.



TO: David Ezell
 Fire Chief
 City of Clermont Fire Department
 439 W Hwy 50
 Clermont, FL 34711 USA

FROM: Noel Stapleton
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: dezell@clermontfl.org

EMAIL: Noel.Stapleton@Carahsoft.com

PHONE: (352) 394-7662

PHONE: (571) 591-6954

TERMS: Contract Number: 43230000-NASPO-16-ACS
 NASPO Master Contract Number: AR2472
 Contract Term: 08/01/2017 to 09/30/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 52245324
QUOTE DATE: 01/15/2025
QUOTE EXPIRES: 10/01/2025
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$36,028.99
TOTAL QUOTE: \$36,028.99

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	AR2472-072220-FDPSL150	Access to the First Due Platform for service population from 150,000 to 199,999 for a single agency Locality Media, INC. - FDPSL150 Start Date: 09/01/2025 End Date: 09/30/2026		\$26,715.7900 COOP	1	\$26,715.79
2	AR2472-LME001-1	Implementation Services Locality Media, INC. - FDPS Start Date: 09/01/2025 End Date: 09/30/2026		\$194.0250 COOP	48	\$9,313.20
SUBTOTAL:						\$36,028.99
TOTAL PRICE:						\$36,028.99
TOTAL QUOTE:						\$36,028.99

The pricing is adjusted to serve a population of 45,000.

Payment Terms: The above-listed Total Quote will be invoiced on or around the Subscription Start date of September 1, 2025. For subsequent annual periods, the Service fees are due and payable annually in advance on October 1st.

Please provide the contract on the PO:

NASPO Value Point Contract: AR2472 / FLORIDA CONTRACT NUMBER: 43230000-NASPO-16-ACS.



Agreement for Services

1. This Agreement for Services (this "Agreement") dated as of **September 1, 2025** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **City of Clermont Fire Department** located at **439 W Hwy 50, Clermont, FL 34711** (the "Customer").
2. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in the attached Exhibit A – Quote and Statement of Work (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A and Statement of Work, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
3. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
4. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

5. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
6. This Agreement will be effective for an initial term of **13 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
7. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
8. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A and Statement of Work (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A and Statement of Work (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income).
9. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
10. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
11. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable

care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

12. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
13. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

14. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
15. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall

not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

16. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
17. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
18. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
19. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
20. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
21. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
22. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
23. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
24. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
25. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including,

but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

26. Training Content Disclaimer. As related to Locality Media's Basic Training Records, Advanced Training Records, and Advanced Training Records with Content modules and associated Training Content, Locality Media's products are intended to be used by certified instructors and are designed to be integrated into a broader curriculum that includes digital, online, or in person classroom instruction, hands-on practice and the use of educational materials. Some practices or procedures shown may differ from Licensee's competency and procedural requirements. Locality Media makes no warranty, expressed or implied that the information presented will satisfy any particular situation or need or that any demonstrated procedure is safe. Locality Media disclaims any liability, loss or risk resulting directly or indirectly from the Training Products.
27. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

LOCALITY MEDIA, INC.

City of Clermont Fire Department

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Exhibit A – Carahsoft Quote

Attached



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Statement of Work

Carahsoft Quote Number: 52245324
First Due ID: 1545132000031870008

Statement of Work | City of Clermont Fire Department

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **City of Clermont Fire Department** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Carahsoft Quote and noted below in the Included Modules section below ("Purchased Products") attached to the Agreement. This SOW is pursuant and governed by NASPO Cloud Solutions: AR2472 and NASPO Cloud Solutions - FL: 43230000-NASPO-16-ACS.

1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Included Modules

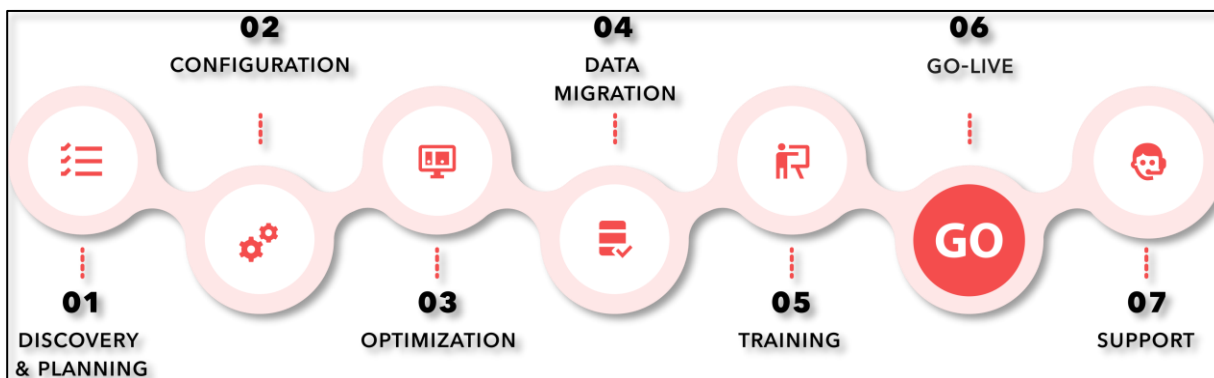
The table below defines the Modules that are included as related to subscription/access as well as implementation. Any modules missing from this table will be assumed to be out of scope:

Included Modules and Implementation/Configuration Services
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.
Hydrant Management – Basic Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, and hydrant setup
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.
Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.
CAD Integration (Other) Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.
Scheduling Integration w/ Third Party (Aladtec) Scheduling Integration with Aladtec.
Brycer Integration Integration with Brycer
First Arriving Integration First Arriving Integration
Essentials Onsite Training Package Up to 3 Day Onsite Training with 1 certified First Due Instructor
Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

3. Implementation

3.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



3.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.
- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

3.3 Implementation Phases

- 3.3.1 Discovery & Planning:** Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.
- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
 - **Milestone(s):** Project Kick-Off, System Access
 - **Customer Task(s):** Fill Discovery Questionnaires
 - **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided
- 3.3.2 Configuration:** After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.
- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
 - **Milestone(s):** N/A
 - **Customer Task(s):** Configuration Prep Work (per module)
 - **Deliverable(s):** Initial Module Configuration
 - **Scope:** All Purchase Products
- 3.3.3 Optimization:** After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.
- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
 - **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
 - **Customer Task(s):** Optimization Prep Work (UAT per module)
 - **Deliverable(s):** Module Optimization resulting in Customer Acceptance
 - **Scope:** All Purchase Products
- 3.3.4 Data Migration:** Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.
- **Key Meeting(s):** Data Migration Planning
 - **Milestone(s):** Data Migration Sign-Off
 - **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
 - **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

3.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

3.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

3.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

4. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

5. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due

and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

6. Integrations

As part of this Statement of Work, First Due will Implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

7. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

8. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

8.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

8.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

8.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

9. Assumptions

9.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep

work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

9.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

9.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

9.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Form
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

W-9

Request for Taxpayer
Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Locality Media, Inc.

2 Business name/disregarded entity name, if different from above.
First Due

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐

5 Address (number, street, and apt. or suite no.). See instructions.
107 7th Street

6 City, state, and ZIP code
Garden City, NY 11530

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
____ - ____ - _____
or
Employer identification number
8 1 - 1 3 8 8 0 6 2

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person *Andreas Huber*

Date **Jan 02 2025 10:23 PST**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, August 12, 2025		
Agenda Item Name		
Piggyback Term Contract <i>Workplace Solutions</i>		
Requested Action		
Approval to piggyback the OMNIA Partners Term Contract No. 001299 with Cintas Corporation to provide uniform rental services in accordance with the City of Clermont's Procurement Policy.		
Staff Report		
The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action. The current contract for uniform rental services with Cintas Corporation expires August 9, 2025, and there are no more renewals. At the request of the Public Services Department, the Procurement Services Department identified OMNIA Partners Term Contract No. 001299 as a suitable procurement vehicle for professional uniform services. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process. The contract includes an initial 3-year agreement, with the option for one (1) additional 5-year renewal period at the City's discretion. The estimated contract value for the initial term is over \$50,000, with a start date of August 13, 2025. This contract will provide uniform rental services for the Public Services Department, with funding allocated across its various divisions. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest. Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.		
Additional Analysis		
Fiscal Impact Summary		
The Public Services Department will oversee the use and funding of this contract across its divisions, including Water, Sanitation, Sewer, Stormwater, Transportation, Fleet, Facilities Maintenance, and Grounds Maintenance. Other City departments may also utilize this contract as needed.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$36,100	55203 uniforms	\$36,100
Exhibits Attached (copies of original agreements)		
1. Master Agreement	Master Agreement.pdf	
2. Award Recommendation	Award Recommendation.pdf	
3. OMNIA Nebraska Rental Acceptance Agreement 2025	OMNIA Nebraska Rental Acceptance Agreement 2025.pdf	



INTERNAL USE ONLY
PRO-SERVICE-001299

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	CINTAS	Contact	Ryan Duncan
		Email	duncanr@cintas.com

REQUESTING DEPARTMENT	
Participating Campuses	UNMC, UNL, UNO, UNK, UNOP
Administrative Unit/Dept.	P2P
Primary Contact Name	Sydney Zach
Primary Contact Email	sydney.zach@nebraska.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	The entirety of this Uwide contract covers workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Estimated spend over the life of the contract is \$2.5M for the University System. The University of Nebraska is the Omnia Partners Lead Agency for this contract. We will receive group-share rebates from the Omnia "WeShare" program, in addition to revenue as a lead agency.				
Purchase Category	Safety				
Total Amount of Spend	2,500,000.00 USD	Start Date	Upon Execution	End Date	1/31/2033 11:59 PM

BID INFORMATION	
Bid Number	3702-22-4618
Competitive Review Findings	Formal Bid Awarded
Contract Information	this is an OMNIA cooperative contract



Procure-to-Pay
3835 Holdrege Street | Lincoln, NE 68583-0742 | 402.472.2126
nebraska.edu/p2p

University of Nebraska/OMNIA Partners, Public Sector Contract with Cintas Corporation No. 2 under RFP No. 3702-22-4618, Workplace Solutions

This Master Agreement ("Master Agreement") is by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska ("University"), and Cintas Corporation No. 2 ("Cintas" or "Supplier").

This Master Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (referenced herein as "Participating Public Agencies") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

The following documents are incorporated by reference into this Master Agreement:

1. University of Nebraska-Cintas Master Agreement
2. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)
3. Cintas Workplace Solutions RFP Pricing Sheet
4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions
6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

Order of Precedence: Any ambiguity, conflict, or inconsistency between the documents comprising this Master Agreement shall be resolved according to the following order of precedence:

1. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (not applicable to University of Nebraska, only to other Participating Public Agencies)
2. University of Nebraska-Cintas Master Agreement
3. Attachment A
4. Cintas Workplace Solutions RFP Pricing Sheet
5. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
6. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Acceptance Agreements: Sample Acceptance Agreements are attached to this Master Agreement but are not included in the Master Agreement order of precedence as these are exemplars only. The actual Acceptance Agreements signed by Participating Public Agencies may differ, and the precedence of those Acceptance Agreements relative to the Master Agreement is to be determined in accordance with the relevant Acceptance Agreement terms.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have entered into this Master Agreement as of the date set forth below.

Board of Regents University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT



Cintas Corp

Signature: Joe Cerni

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT



1. University of Nebraska-Cintas Master Agreement

University of Nebraska-Cintas Master Agreement – RFP 3702-22-4618

This University of Nebraska Master Agreement - Expenditure ("Agreement") dated as of the date of the last signature set forth below (the "Effective Date") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and Cintas Corporation No. 2 ("Supplier"). University and Supplier are collectively referred to as "parties."

WHEREAS, the terms and conditions of this Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (each a "Public Agency") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector ("OMNIA");

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any Public Agency that uses this Agreement through OMNIA's cooperative purchase program (each a "Participating Public Agency"), provided, University shall not be considered a Participating Public Agency;

WHEREAS, each Participating Public Agency shall execute one or more Facilities Solutions Cooperative Acceptance Agreement or Fire Protection Acceptance Agreement (collectively, "Acceptance Agreements"), as applicable, in the then-current format provided by Supplier (sample Acceptance Agreements attached hereto for general reference only);

WHEREAS, such Acceptance Agreements shall continue in force pursuant to their applicable term, notwithstanding the termination or expiration of this Agreement; and

WHEREAS, with respect to each Participating Public Agency subject to the terms and conditions of this Agreement, all references to "University" shall be deemed to refer to each Participating Public Agency except where (1) specifically noted or differentiated herein (including, without limitation, Sections 2, 14 and 46), or (2) where the terms and conditions on their face pertain specifically only to the University of Nebraska (e.g. Nebraska governing law). In the latter case, the intent is to modify such term for each Participating Public Agency as required by law, unless otherwise agreed in the Acceptance Agreement between Supplier and such Participating Public Agency.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Description of Deliverables.** Supplier agrees to provide the services, goods, or both identified in any applicable purchase order or Acceptance Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.
2. **Payment.** In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Participating Public Agencies payment terms, consistent with the Acceptance Agreements, are Net 30. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures provided in writing to Supplier, including those stated within the University of Nebraska Travel Policy (located at <https://nebraska.edu/>-

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Page 1

Title: Master Agreement - Expenditure
Revised: 220727
Effective: 220804

/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf). University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.

3. Purchase Order Requirement.

- a. A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.
- b. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party affecting the products and services provided under this Agreement.

4. Term. The initial term of this Agreement shall commence on the Effective Date and continue for 5 years thereafter ("Initial Term"). This Agreement may be renewed for an additional 5 year term (the "Renewal Term") by mutual written agreement of the parties. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term."

5. Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. Property Rights.

- a. For purposes of this Section 6, "Intellectual Property" shall mean, whether or not reduced to writing, all copyrights, patent applications, issued patents, including reissues, renewals, continuations, and divisions of the foregoing, know-how, proprietary data, ideas, discoveries, inventions, improvements, technology, trade secrets, methods, procedures, formulae, processes, technical and non-technical data, trade secrets, design rights, trademarks, trade names, trade dress, related source identifiers, works, and other proprietary rights relating to intangible property, and any applications or registrations of the foregoing, any rights arising from registration of any of the foregoing, and any right to sue for past or future infringement of the foregoing.
- b. University acknowledges and agrees that, as between the parties, Supplier owns all Intellectual Property that (i) was the property of Supplier prior to the execution of this Agreement and (ii) is independently developed or acquired outside the scope of this Agreement ("Pre-Existing Intellectual Property"). In addition, Supplier shall own any Intellectual Property, developed in connection with this Agreement, that is an improvement of, or direct derivative of, Supplier's Pre-Existing Intellectual Property and know-how.

- c. This Section 6.c shall be subject to Section 6.b in all respects. University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

- a. If University terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience:

7.a.1. Rental Products and Services:

7.a.1.1. If this Agreement is terminated for convenience in the first twelve months of the term, University shall pay as termination charges equal to 52 weeks of rental service.

7.a.1.2. If this Agreement is terminated for convenience in months thirteen (13) through twenty-four (24) of the term, University shall pay as termination charges equal to thirty-nine (39) weeks of rental service.

7.a.1.3. If this Agreement is terminated for convenience in months twenty-five (25) through thirty-six (36) of the term, University shall pay as termination charges equal to twenty-six (26) weeks of rental service.

7.a.1.4. If this Agreement is terminated for convenience after forty-eight (48) months of service, University shall pay as termination charges of thirteen (13) weeks of rental service.

7.a.1.5. University shall also be responsible to return all of the merchandise allocated to such University locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on University's account prior to termination.

First and Aid and Safety: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.

8. **Representations and Warranties.** Supplier warrants that it will convey good title to all direct sale goods, free of all encumbrances. Except as otherwise noted in this Agreement, at the time of delivery (i) all goods delivered shall be free from defects in workmanship, material, and manufacture, (ii) shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, (iii) shall be free from defects in design, and (iv) shall be merchantable. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement. All warranties provided by Supplier shall run to University. Supplier will pass through to University all manufacturer warranties for the materials covered hereunder to the extent Supplier has the right to do so. Supplier does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. The foregoing remedies are in addition to all other remedies University may have at law or in equity. Except for the warranties specifically set forth in this Agreement, Supplier makes no other warranties and disclaims all other warranties, express or implied by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation any warranty of merchantability or fitness for a particular purposes.

9. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability.** To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, to the extent caused by the negligence or willful misconduct of Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance.** Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment.** This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the consent of the other party shall be void.

13. **Amendment.** This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Disputes; Governing Law and Forum.**

A. As pertains solely to disputes between the University and Supplier, this Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by University or by Supplier shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

B. As pertains to disputes between any other Participating Public Agency and Supplier, the dispute shall be resolved consistent with the dispute resolution provisions set forth in the applicable Acceptance Agreement, which calls for binding arbitration, to the extent permitted under applicable law, or, where arbitration is not legally permissible, in accordance with the contracts disputes process required under applicable state law for the Participating Public Agency and, in either case, subject to that state's substantive law. As set forth in the Acceptance Agreement, any such dispute arising from or related to this Agreement shall be determined on an individual, non-class basis, whether in arbitration or in any court, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other legal proceeding with any claim or controversy of any other party.

15. **Conflict of Interest.** Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification.** Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List.** Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act.** Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that

{00056454.DOCX; 3}

Page 5

Title: Master Agreement - Expenditure
Revised: 220727
Effective: 220804

is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Supplier (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Public Records.** Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier agrees to defend any challenge to such requested redactions at its own expense.

20. **Nondiscrimination.** Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

21. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

22. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check

consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

23. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"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, national origin or for inquiring about, discussing, or disclosing compensation. 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, disability or veteran status."**

24. **Logos or University Marks.** Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

25. **Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

26. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

27. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

28. **Compliance.** Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

29. **Pricing and Annual Price Negotiations.** The contract item pricing as set forth in the RFP Pricing Worksheet incorporated herein shall remain firm for the first year of the Agreement. In advance of each contract year anniversary, price adjustments shall not exceed the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items, Unadjusted, for the most recent twelve months for which data that is not subject to revision is available as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any contract item price adjustments will be made to the then-current pricing in effect prior to the adjustment. Non-contract pricing is subject to adjustment by Supplier as described in the RFP Pricing Worksheet. Supplier shall provide at least thirty (30) days' written notice to University prior to the effective date of any increase.

30. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

31. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

32. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

33. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail, overnight courier, or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

34. **Electronic Signatures.** Each party agrees 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.

35. **Subcontractors.** Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

36. **Unavailability of Funding.** Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable

{00056454.DOCX; 3}

Page 8

Title: Master Agreement - Expenditure
Revised: 220727
Effective: 220804

compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

37. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University.

38. **Flame Resistant Garments.** University agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). UNIVERSITY ACKNOWLEDGES THAT SUPPLIER HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. SUPPLIER MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH UNIVERSITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. University agrees to notify all employees and other agents of University who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. University acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of University. Further, University releases Supplier from any and all liability to University that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. In addition to the foregoing release, disclaimers, and agreements related to FRC, and to the extent permitted by applicable law, each Participating Public Agency hereby agrees to defend, indemnify and hold harmless Supplier from any claims and damages arising out of or associated with the FRC or resulting from the Participating Public Agency's or its employees' use of the FRC.

39. **High Visibility Garments.** University bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. University acknowledges and understands that the Garments alone do not ensure visibility of the wearer. University further acknowledges that Supplier is relying upon University to determine whether any Garments need repair or replacement to maintain the required level of visibility. Supplier represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. University acknowledges that Supplier has made no other representations, covenants, or warranties, whether express or implied, related to the Garments. Further, University hereby releases Supplier from any and all liability to University that results or might result from the failure of the garments to function per ANSI/ISEA standards. In addition to the foregoing release, disclaimers, and agreements related to the Garments, and to the extent permitted by applicable law, each Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims that result or might result from the failure of the Garments to function per ANSI/ISEA standards.

40. **AED Warranty; AED Release; AED Release and Indemnification.** University acknowledges that all AED purchases, if any, made will be subject to the warranty provided by the manufacturer of the AED and not Supplier. University acknowledges that Supplier makes no warranty, representation or covenant, express or implied, with respect to the AED products. In addition, Supplier warrants that the services performed by it will be performed in a professional, workmanlike manner and will substantially conform to the specifications of the services at the time of performance.

a. As it pertains to University's use of the AEDs, the following shall apply:

{00056454.DOCX; 3}

Page 9

Title: Master Agreement - Expenditure
Revised: 220727
Effective: 220804

40.a.1. RELEASE OF SUPPLIER BY UNIVERSITY. UNIVERSITY RELEASES SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY TO UNIVERSITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS RELEASE INCLUDES BUT (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST SUPPLIER OR ITS REPRESENTATIVES BY UNIVERSITY FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS REPRESENTATIVES.

- b. As it pertains to any Participating Public Agency's use of the AEDs, the following shall apply:

40.b.1. RELEASE AND INDEMNIFICATION OF SUPPLIER BY PARTICIPATING PUBLIC AGENCY. PARTICIPATING PUBLIC AGENCY RELEASES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY PARTICIPATING PUBLIC AGENCY OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, PARTICIPATING PUBLIC AGENCY'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR PARTICIPATING PUBLIC AGENCY'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON SUPPLIER'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. PARTICIPATING PUBLIC AGENCY FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE PARTICIPATING PUBLIC AGENCY'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY PARTICIPATING PUBLIC AGENCY'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND PARTICIPATING PUBLIC AGENCY EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Supplier reserves the right to select counsel to represent it in any such action.

41. **Cleanroom Garments.** University will bear the full responsibility for selecting cleanroom apparel appropriate to its application. University hereby releases Supplier from any and all liability to University that results or might result from the failure of the cleanroom garment to function as intended.

42. **Eyewash Services.** The following terms and conditions shall apply to any Self-Contained The Safety Director® Station(s) ("Eyewash Station(s)") and any Eyewash Services (defined below) provided under this Agreement.

- a. Service; Frequency. Supplier will provide periodic service visits to perform the actions identified in this Section 42.a ("Eyewash Service"). During each Eyewash Service, Supplier shall confirm the following relating to the Eyewash Station: (a) a sign is still present; (b) deployment manifold with both nozzles is in the upright position and both nozzles are covered; (c) water flows continuously from both nozzles; and (d) deployment occurs upon drop of manifold and water continuously flows without use of hands. Supplier shall also drain water from the Eyewash Station and replace the water with University-supplied potable water and add water additive solution. Upon completion of the Eyewash Service, Supplier shall apply a tamper-evident seal, and date and initial the service tag. Each Eyewash Service will be performed quarterly, with each Eyewash Service being completed within 120 days following the prior Eyewash Service. If University performs its own inspection and/or University identifies any concern with the Eyewash Products, University shall contact Supplier during normal business hours and Supplier will respond to University by the first business day following receipt of notice.
- b. Scope and Limitations of Service. With each Eyewash Station, Supplier shall also provide: one stand; one fluid disposal cart; one eyewash identification sign; and one eyewash mat (together, including the Eyewash Station, the "Eyewash Products") The scope of Supplier's responsibilities under this Agreement is limited to delivering the Eyewash Products and performing Eyewash Services. University acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Stations at University's facility. University further agrees that Supplier has no responsibility to monitor the condition of the Eyewash Products between Supplier's periodic service visits. University further acknowledges that it bears sole responsibility for ensuring that Eyewash Stations, Eyewash Products, and other eyewash equipment and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. University expressly acknowledges that the status of the Eyewash Products can change at any time subsequent to a service visit by Supplier and that Supplier is not responsible or liable for any such change in status, including but not limited to any change in signage.

43. **Fire Services.** The following terms and conditions shall apply to any fire protection products and services provided under this Agreement:

- a. Inspection. Supplier shall not be responsible for the consequences of University's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies or omissions. Where inspection and/or test services are provided, such inspection and/or test shall be documented on Supplier's then-current form, which shall be given to University, and, where required, Supplier may submit a copy thereof to the local authority having jurisdiction. The report and findings by Supplier ARE ONLY ADVISORY IN NATURE and are intended to assist University in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. It is University's responsibility to provide the Supplier with all municipal specific documentation and to ensure such municipal specific documentation for device certification is on site and available to Supplier at the time of inspection.
- b. Deficiencies. REPORTED DEFICIENCIES ARE NOT INTENDED TO IMPLY THAT NO OTHER DEFECTS OR HAZARDS EXIST OR THAT ALL ASPECTS OF THE COVERED SYSTEM(S) ARE UNDER CONTROL AT THE TIME OF INSPECTION. RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE SYSTEM(S) LIES WITH THE UNIVERSITY. University shall promptly notify Supplier of any malfunction which comes to University's attention regarding the Systems.

- c. Repair. This Agreement assumes the Systems and related equipment are in operational and maintainable condition as of the Agreement date. If, during the inspection process, Supplier determines that repairs are necessary, Supplier will perform those repairs subject to any applicable Not to Exceed (NTE) Allowance guidelines or notify the University with repair recommendations. Supplier shall have first right of refusal for all recommended repairs authorized by University. Supplier, at its option, may match any quotation provided to University by an alternate Supplier for the repair scope of work or alternate scope of work proposed by an alternate Supplier. Ensuring that recommended repairs are performed is the responsibility of the University. Supplier disclaims any liability which arises from repair recommendations which are not performed.
- d. Limited Warranty. Because of the great number and variety of applications for which Supplier's goods and services are purchased, Supplier does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. University is cautioned to determine the appropriateness of Supplier's goods and services for University's specific application before ordering and to test and evaluate thoroughly all goods before use. Supplier warrants that title to all goods sold by Supplier shall be good and marketable. Except for the warranties specifically set forth in this Agreement, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SUPPLIER.

44. **Alarm Monitoring Services.** As it pertains to any Participating Public Agency's use of alarm monitoring services, the terms and conditions set forth in Exhibit A and all attached schedules shall apply. University is not using any alarm monitoring services under this Agreement and in no event shall Exhibit A and all attached schedules apply to University.

45. **Supplier Not an Insurer.** University agrees that neither Supplier nor its contractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. UNIVERSITY ACKNOWLEDGES AND AGREES THAT SUPPLIER AND ITS CONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF UNIVERSITY'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. University acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of University for any losses sustained. Supplier shall not be responsible for any claims of University against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable by University pursuant to this Section. In addition to the foregoing release and agreements, and to the extent permitted by applicable law, Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims of Participating Public Agency against the Subcontractors and for any portion of any loss or damage that is required to be insured, is insured or insurable by Participating Public Agency pursuant to this Section.

University may satisfy its insurance obligations under the first paragraph of this Section 46 through a self-insurance program established under Neb. Rev. St. § 85-1,126 (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Program, the Program shall pay on behalf of University, during any of its fiscal years, all sums for which University shall become legally obligated to pay as damages for liability occurrences, up to the limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year. The Program may be evidenced by a Statement of Self-Insurance Coverage.

46. **Limitation of Liability of Supplier.**

- a. As it pertains to University, the following limitation of liability shall apply:

46.a.1. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), UNIVERSITY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO UNIVERSITY, ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES SHALL BE LIMITED EXCLUSIVELY TO \$2,000,000; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (2) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, ARISING FROM THE NEGLIGENCE OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (3) AND CLAIMS FOR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PROPERTY ARISING FROM SUPPLIER'S ACTS OR OMISSIONS UNDER THE AGREEMENT. If University wishes to increase the limitation of liability, Supplier and University may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

- b. As it pertains to Participating Public Agencies, the following limitation of liability shall apply:

46.b.1. Participating Public Agency acknowledges that Supplier's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Participating Public Agency's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Participating Public Agency or others. Participating Public Agency further acknowledges and agrees that Supplier cannot predict the potential amount, extent, or severity of any damages or injuries that Participating Public Agency or others may incur due to the failure of the goods, systems, or services to work as intended. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), PARTICIPATING PUBLIC AGENCY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO PARTICIPATING PUBLIC AGENCY, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO 25% OF PARTICIPATING PUBLIC AGENCY'S SPEND IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE. If Participating Public Agency wishes to increase the limitation of liability, Supplier and Participating Public Agency may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. PARTICIPATING PUBLIC AGENCY AGREES THAT THE LIMITS ON THE LIABILITY OF SUPPLIER AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN SUPPLIER, PARTICIPATING PUBLIC AGENCY, AND ANY OTHER AFFECTED PARTIES. PARTICIPATING PUBLIC AGENCY ACKNOWLEDGES AND AGREES THAT WERE SUPPLIER TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS AND SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

47. **No Federal Contractor.** As a material condition of this Agreement, University represents and warrants that: (a) University is not an agency or instrumentality of the United States government; and (b) this Agreement does not constitute, and is not entered to support, a federal government contract,

subcontract or third party contract. In the event that this Agreement is considered or alleged to be a federal government contract, subcontract or third party contract, Supplier shall have the option unilaterally to terminate this Agreement without penalty. Further, in no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement in connection with this Agreement, whether as relates to the University or any other Participating Public Agency.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT



Notices to the University shall be sent to:

[Name][Department]

[Address]

[City, State, Zip]

With copy to:

Legal Notices

C/O P2P Procurement Contracts

1700 Y Street, BSC 125

Lincoln, NE 68588-0645

Cintas Corp

Signature: Joe Cerni

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT



Notices to Supplier shall be sent to:

Cintas Corporation No. 2 – General Counsel

6800 Cintas Boulevard, Mason, Ohio 45262-5737



WORKPLACE SOLUTIONS
Executive Summary

Lead Agency: University of Nebraska

Solicitation: 3702-22-4618

RFP Issued: November 3, 2022

Pre-Proposal Date: November 16, 2022

Response Due Date: December 20, 2022

Proposals Received: #1

Awarded to: Cintas Corporation No. 2

The University of Nebraska issued RFP 3702-22-4618 on November 3, 2022, to establish a national cooperative contract for Workplace Solutions.

The solicitation included cooperative purchasing language in the **Introduction/Background, National Contract:** *“The Board of Regents of the University of Nebraska, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The University of Nebraska is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.”*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- The University of Nebraska website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR

- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal and/or Las Vegas Sun
- Kennebec Journal/Morning Sentinel, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the solicitation.

On December 20, 2022 proposals were received from the following offerors:

- Cintas Corporation No. 2

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, a market basket analysis was conducted, with price being the primary factor. The committee elected to enter into negotiations with Cintas Corporation No. 2 and proceeding with contract award upon successful completion of negotiations.

The University of Nebraska, OMNIA Partners and Cintas Corporation No. 2 successfully negotiated a contract, and the University of Nebraska executed the agreement with a contract effective date of June 1, 2023.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

Contract includes:

- Uniforms – Rental, Purchase, Lease
- Floor Mats, Mops, Towels & Linens – Rental, Purchase, Lease
- Restroom Supplies
- First Aid and Safety Supplies, AEDs
- Fire Protection Services, Promotional Products
- Promotional Products

Federal Funds: Cintas Corporation No. 2 provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial five-year agreement from June 1, 2023 through May 31, 2028 with the option to renew for one additional five-year period through May 31, 2033.

Pricing/Discount: Unit pricing sheet available upon request

Workplace Solutions Cooperative Acceptance Agreement



Location #: 058K

Contract #: 210914629

Customer #: 13124792

Main Corporate Code → **Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348**

GPO CC #13897 GPO Agreement #211011196

Date:

Customer/Participating Agency: CITY OF CLERMONT

("Customer")

Phone: 352-241-7353

Address: 12824 HANCOCK RD

City: CLERMONT

State: FL

Zip: 34711

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
	SEE PAGE 5	☒ Yes ☐ No		
		☒ Yes ☐ No		
		☒ Yes ☐ No		
		☒ Yes ☐ No		
		☒ Yes ☐ No		
		☒ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	\$ 1.500	ea	Standard Agency Emblem	\$ 1.500 ea
Custom Agency Emblem	\$ 2.500	ea	Embroidery	\$ N/A ea
Uniform Advantage	Item: All Standard Garments		\$ 0.080	ea per week
Premium Uniform Advantage	Item: All Non-Standard Garments		\$ 0.160	ea per week
Emblem Advantage	Item: All Garments with Emblems		\$ 0.090	ea per week
Prep Advantage	Item: All Garments		\$ 0.050	ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	\$ 1.950	per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			\$ 0.150	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$ 0.000			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ 6.000 per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other	To also include sold to 13128725 located at 3335 HANCOCK RD CLERMONT FL 34711-5094.			

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
X84335	3X5 BLACK MAT	01	ANY	\$2.240
X10189	3X5 XTRAC MAT ONYX	01	ANY	\$7.075

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐	N/A	N/A
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐	N/A	N/A
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐	N/A	N/A

Cintas Representative Initials:

Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

- 10. Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 11. No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
- 12. Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
- 13. Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 14. Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 15. Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☐ Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- ☒ No additional terms needed
- 16.** I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 73

By: ALLY DURRANCE

Title: KEY ACCOUNT MANAGER

Accepted-GM:

Cintas Enterprise Account: ☐ Yes ☒ No

Cintas Enterprise Partner Name:

Customer Signature:

Print Name:

Print Title:

Email:

Customer Contact:

Customer Contact Email:

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? CITY OF CLERMONT

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☒ NO ☐ UNSURE

Are you Tax Exempt? ☒ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:
We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☒ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☒ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☐ YES ☒ NO If yes, please provide PO#

Will the same PO need to appear on each invoice? ☐ YES ☒ NO Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

[illegible]

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

[illegible]

LOCATION LISTING

13124792 - CITY OF CLERMONT
12824 HANCOCK RD CLERMONT FL 34711-8950

13128725 - CITY OF CLERMONT
3335 HANCOCK RD CLERMONT FL 34711-5094



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 12, 2025		
Agenda Item Name		
Resolution No. 2025-018R <i>Utility Deposit Interest</i>		
Requested Action		
Request Approval of Resolution 2025-018R - Utility Deposit Interest		
Staff Report		
Please find attached Resolution 2025-018R for consideration. Adoption of the resolution will ensure compliance with the Florida Administrative Code. Department policy will determine the process and procedures for implementation.		
Additional Analysis		
Fiscal Impact Summary		
Neutral - interest earned by utility customers shall not exceed interest earned on deposit by the City.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2025-018R Clermont Utility Deposit (08.05.2025)	2025-018R Clermont Utility Deposit (08.05.2025).pdf



CITY OF CLERMONT
RESOLUTION NO. 2025-018R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ESTABLISHING THE INTEREST RATE PAID FOR UTILITY SERVICE SECURITY DEPOSITS; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, authorize municipalities to adopt ordinances and resolutions in the exercise of its municipal powers; and

WHEREAS, the Clermont City Code, Chapter 38 (Utility Services), Article II (Rates, Charges and Contract), Section 38-50 (Meters and Deposits), establishes a security deposit for utility services and Rule 25-30.311, Florida Administrative Code provides that interest shall be paid on such deposits at a predetermined rate;

WHEREAS, the City Council of the City of Clermont, Lake County Florida desires to establish such rates and policies;

NOW, THEREFORE, be it resolved by the City Council of the City of Clermont, Lake County, Florida, that:

SECTION 1:

All cash utility deposits held by the City for all utility services provided shall earn interest in accordance with the following criteria:

- (a) Each public utility account which requires deposits to be made by its customers shall pay a minimum interest on such deposits of 2 percent per annum. The utility shall pay an interest rate of 3 percent per annum on deposits of nonresidential customers when the utility elects not to refund such deposit after 23 months.
- (b) The deposit interest shall be simple interest in all cases and settlement shall be made annually, either in cash or by credit on the current bill. This does not prohibit any utility paying a higher rate of interest than required by this rule. No customer depositor shall be entitled to receive interest on a deposit until and unless a customer relationship and the deposit have been in existence for a continuous period of six months, then the customer shall be entitled to receive interest from the day of the commencement of the customer relationship and the placement of deposit.
- (c) The City shall comply with all additional requirements governing utility deposits as set forth in Rule 25-30.311 of the Florida Administrative Code.



CITY OF CLERMONT
RESOLUTION NO. 2025-018R

SECTION 2: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 3: 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 4: 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 5: PUBLICATION AND EFFECTIVE DATE

This Resolution shall be effective on October 1, 2025.



CITY OF CLERMONT
RESOLUTION NO. 2025-018R

NOW, THEREFORE, BE IT RESOLVED, that the above said resolution of the City Council of the City of Clermont, Lake County, Florida be adopted on this 12th day of August, 2025.

CITY OF CLERMONT, FLORIDA

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality

Christian W. Waugh, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 12, 2025		
Agenda Item Name		
Interlocal Agreement		
Requested Action		
Approve Interlocal Agreement with Lake County to receive \$100,000 of Infrastructure Sales Tax revenue towards the ARC Pickleball Court project.		
Staff Report		
Lake County has agreed to contribute \$100,000 of Sales Tax Infrastructure revenue towards the completed Fiscal Year 2025 ARC Pickleball Court project. Fully executing this agreement is required in order for the city to receive the funds.		
Additional Analysis		
Fiscal Impact Summary		
The unanticipated revenue was not budgeted.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Interlocal Agreement	Interlocal Agreement.pdf	

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND THE CITY OF CLERMONT
RELATING TO FUNDING FOR PICKLEBALL COURTS AT THE
CLERMONT ARTS AND RECREATION CENTER**

This is an Interlocal Agreement (“Agreement”) between Lake County, Florida, a political subdivision of the State of Florida (“County”), by and through its Board of County Commissioners, and the City of Clermont, a municipal corporation pursuant to the Laws of Florida (“City”), by and through its City Council (each a “Party” and collectively the “Partes”).

WITNESSETH:

WHEREAS, Ordinance 2015-41, adopted June 16, 2015, and approved by a majority of the voters of Lake County on November 3, 2015, authorized the County to extend the one-cent infrastructure sales surtax, levied pursuant to Section 212.055(2), Florida Statutes, for an additional 15 years, from January 1, 2018, through December 31, 2032; and

WHEREAS, Section 13-1, Lake County Code, states that proceeds of the surtax may be utilized for parks, trails, recreation, and libraries, amongst other uses, authorized by Florida law; and

WHEREAS, City requested the County provide funds for the City to install pickleball courts at the Clermont Arts and Recreation Center (“Project”); and

WHEREAS, on August 27, 2024, the Lake County Board of County Commissioners (Board) approved the Fiscal Year 2025 Infrastructure Sales Tax Project Plan which included funding in the amount of \$100,000.00 for the City’s Project; and

WHEREAS, the Parties agree that entry into this Agreement regarding improvements to the Clermont Arts and Recreation Center (“Center”) is in the best interest of the Parties, the residents of the area, and their public health, safety, and welfare.

NOW, THEREFORE, in consideration of the mutual terms and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. Project Description. Funds will be utilized by the City to provide for the construction and installation of additional pickleball courts at the Clermont Arts and Recreation Center located at 3700 S. Highway 27, Clermont, Florida 34711 (Alt. Keys 3890300/3765001 / PIDs 13-23-25-0405-034-00000/ 13-23-25-0405-033-00001), which is owned and maintained by the City. City will be solely responsible for maintenance of the improvements following installation for the

duration of the life of the improvements installed as part of this Project. City's request is attached hereto and incorporated herein as Exhibit A (Composite). The Parties expressly agree and understand that the Project is intended to benefit both City and County residents. In the event the City implements a fee for use of the Center, such user fee for the Center and any ancillary property, such as parking lots adjacent thereto, shall be the same for all users regardless of residency.

3. Funding for Improvement to Park. The County shall provide a lump-sum payment of **One Hundred Thousand Dollars and 00/100 (\$100,000.00)** to the City within sixty (60) days of the Effective Date of this Agreement for the Project. Funds shall be used solely for Funding eligible expenses incurred during the Term of this Agreement for the purposes approved herein. Should the City not proceed with the construction of the Project, the City is required to return the funding to the County within thirty (30) days' notice of cancellation of the Project.

4. Effective Date and Term. This Agreement shall become effective upon the date the last Party hereto executes it ("Effective Date") and will remain in effect for twenty-four (24) months following the Effective Date ("Term"). The City shall commence the Project immediately following the Effective Date. The Project shall be completed within twenty-four (24) months from the Effective Date of this Agreement.

5. Termination. Either Party shall have the right to terminate this Interlocal Agreement without cause with thirty (30) days written notice to the other, so long as the construction of the Project has not begun by the City. Once the ARC Project construction has commenced by the City via a contractor, this Agreement cannot be terminated unless mutually agreed upon by the Parties in writing.

6. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

7. 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:

COUNTY

County Manager
P.O. Box 7800
Tavares, Florida 32778

CITY

City of Clermont
685 West Montrose Street
Clermont, Florida 34711

Copy to:
Lake County Attorney's Office
P.O. Box 7800
Tavares, Florida 32778

A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other Party in a manner designated for the filing of notice hereunder.

8. Default and Opportunity to Cure. If either Party fails to keep, observe, or perform any provision of this Agreement, the breaching Party shall be deemed in default. In the event of default of any of the terms and conditions contained herein by either Party, the non-defaulting Party shall provide written notice to the defaulting Party. The defaulting Party shall have the opportunity to cure the defect within thirty (30) days of receipt of the written notice. Thereafter, if the defaulting Party fails to correct the identified default on or before the expiration of the stated time, the non-defaulting Party may declare this Agreement in default. In the event of monetary default, City shall reimburse County in an amount equal to all improperly spent funds and will reimburse County all funds provided to City but not obligated for eligible costs at the time of default.

9. Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be construed in accordance with the Laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Lake County, Florida. The Parties agree that arbitration will not be used as a means of dispute resolution under this Agreement. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT A PARTY MAY HAVE TO A JURY TRIAL IN ANY ACTION OR PROCEEDING PERTAINING TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

10. Public Records. All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the Parties.

11. Recordkeeping.

A. The City shall maintain all records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement, including, but not limited to, property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement.

B. In the event the County determines that such records are not being adequately maintained by the City, the County may cancel this Agreement in accordance the terms herein.

C. With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal

business hours and as often as the County may require. The City will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to the City at least three (3) business days in advance.

D. The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state, or federal. The City shall retain all records pertaining to this Agreement and upon request make them available to the County for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. The City agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

E. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the City in performance of any work under this Agreement.

F. This Section shall survive the expiration or earlier termination of this Agreement.

12. Recapture of Funds. Subject to the conditions set forth in this Agreement, it is the intent of the Parties that the County shall recapture any Funds provided under this Agreement if the Project is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, City is liable for recapture of Funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if City is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

A. Any funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

B. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

C. The County's determination that an expenditure is eligible does not relieve the City of its duty to repay the County in full for any expenditures that are later determined by the County to be ineligible expenditures or the discovery of a duplication of benefits.

D. If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant to **Section 7 Notice** requirements and this Agreement.

E. The City has responsibility for identifying and recovering Funds that were expended in error, disallowed, or unused. The City will also report all suspected fraud to the County.

13. Reversion of Assets. Within thirty (30) days following the expiration or termination of this Agreement, the City shall transfer to the County any Funds on hand at the time of expiration or termination of this Agreement if the Funds have not been expended on eligible costs.

14. Indemnification. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either Party of sovereign immunity or statutory limitations on liability, including, but not limited to, sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Florida Statutes, as amended.

15. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal named Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

16. Severability. In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses, or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, clause, or word did not exist.

17. Construction. This Agreement was mutually negotiated by the Parties who have executed the same and each Party acknowledge that they had ample opportunity to seek and consult with independent legal counsel prior to executing this Interlocal Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

18. Waiver. The failure of any Party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this Interlocal Agreement.

19. **Assignment.** Neither Party may assign any rights or delegate any duties under this Agreement without the written consent of the other Party.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

21. **Entire Agreement.** This Agreement is intended by the Parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement must be made via written addendum and must be signed by both Parties to be binding. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite).....City's Funding Request & Board Approval (5 pages).

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and the City of Clermont, Florida, signing by and through its Mayor.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

Leslie Campione, Chairman

This ____ day of _____, 2025.

Approved as to form and legality:

Melanie Marsh, County Attorney

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF CLERMONT RELATING TO FUNDING FOR PICKLEBALL COURTS AT THE CLERMONT ARTS AND RECREATION CENTER

CITY

ATTEST:

CITY OF CLERMONT

Tracy Ackroyd Howe, City Clerk

Tim Murry, Mayor

This _____ day of _____, 2025.

Approved as to form and legality:

Christian Waugh, City Attorney

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF CLERMONT RELATING TO FUNDING FOR PICKLEBALL COURTS AT THE CLERMONT ARTS AND RECREATION CENTER

EXHIBIT A (COMPOSITE)



Brian Forman
Parks & Recreation Director

352-708-5999
bforman@clermontfl.org

June 13, 2024

Bobby Bonilla, Director
Office of Parks, Recreation and Trails
2401 Woodlea Road
Tavares, FL 32778

Dear Mr. Bonilla,

The City of Clermont has updated its plan to provide additional pickleball courts for Clermont and Lake County residents. City Council has reconsidered the plan presented to the Lake County Parks, Recreation and Trails Advisory Board on May 13, 2024.

Staff has been directed to build six new courts adjacent to the existing pickleball courts at the Clermont Arts and Recreation Center. City Council also directed staff to install lights on all twelve courts and add shade to the area.

Staff has gathered estimates and plans to complete the project as soon as possible.

The aspects of the project include:

1. Court surface, inclusive of net posts, nets and lines	\$115,000
2. Fencing	\$25,000
3. Retention/Drainage	\$35,000
4. Lights for 12 courts	\$275,000
5. <u>Shade, sidewalk extensions, furnishings</u>	<u>\$50,000</u>
Project Total	\$500,000

The City of Clermont will maintain and manage the facility in perpetuity at an estimated average cost of \$10,000 per year over the life of the courts. The City of Clermont requests \$100,000 from the Infrastructure Sales Tax Fund towards this project benefitting all residents of South Lake County.

Please reach out to me should you need any additional information. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Forman', written over a printed name and title.

Brian Forman
Parks and Recreation Director

Cc: Scott Davidoff
Deputy City Manager

3700 South Highway 27 • Clermont, FL 34711 • www.ClermontFL.gov

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF CLERMONT RELATING TO FUNDING FOR PICKLEBALL COURTS AT THE CLERMONT ARTS AND RECREATION CENTER

1 On a motion by Commr. Shields, seconded by Commr. Blake and carried unanimously by
2 a vote of 5-0, the Board approved the following items: to adopt Resolution 2024-125 to vacate
3 existing platted drainage and utility easements on property located in the Christopher C. Ford Park
4 in the Groveland area effective upon transfer of the property from Lake County to Richland
5 Acquisition Fund, LLC, or their successors or assigns (Richland); and to accept a new replacement
6 Drainage Easement and a new replacement Drainage/Utility Easement provided by Richland, upon
7 transfer of the property from Lake County to Richland.

8 **PUBLIC HEARING: FY 2025 INFRASTRUCTURE SALES TAX PROJECT PLAN**

9 Ms. Allison Teslia, Director for the Office of Management and Budget, presented a public
10 hearing on the proposed FY 2025 Infrastructure Sales Tax (IST) plan. She showed the revenue
11 projections over the next five years, noting that staff increased the FY 2025 revenue projections to
12 recognize carryforward for interest which was unanticipated for the current fiscal year. She
13 displayed the totals by category per year, and she showed the five-year plan for public safety
14 projects. She specified that the funding included the following: fire/emergency medical services
15 (EMS) station renovations; medical transport and fire apparatus vehicles and equipment; and
16 LCSO vehicles and equipment. She added that the total for FY 2025 was around \$6.1 million and
17 that the five-year total was approximately \$30.8 million. She showed the five-year plan for quality
18 of life projects and said that it included the following: County libraries; County regional parks; the
19 fairgrounds and events center relocation; various parks, trails and, multiuse improvements; and the
20 funding request for Lake Felter Park, which was offset by the interest that they were recognizing
21 from FY 2025. She relayed that the total funding for the quality of life projects for FY 2025 was
22 about \$7.7 million, with a five-year total of around \$45.9 million. She remarked that the five-year
23 project plan for public works included road resurfacing, sidewalks and intersection improvements,
24 as well as funding for Florida Department of Transportation (FDOT) grant match, and solid waste
25 and public works equipment for a FY 2025 total of about \$7.8 million; furthermore, the five-year
26 total was approximately \$35.4 million. She mentioned that other public infrastructure included
27 funding for the following: capital building construction and renovations; IT enhancements; transit
28 vehicles and equipment; and fleet equipment. She added that it was approximately \$1.3 million
29 for FY 2025, with a five-year total of about \$5.9 million. She said that for FY 2025, the debt
30 service projects were around \$2.3 million with a five-year total of approximately \$11.4 million.

31 The Chairman opened the public hearing.

32 Mr. Mike Henleben, with the Kiwanis Club of South Lake, commented that the playground
33 at Lake Felter Park would be an inclusive playground, opining that it was a perfect location for
34 this park and that it was needed in South Lake.

35 There being no one else who wished to address the Board regarding this matter, the
36 Chairman closed the public hearing.

37 Commr. Shields relayed his understanding that they were going to have a placeholder for
38 a park in Wellness Way with zero funding just to have it as a line item.

39 Ms. Barker relayed that staff could add this in with Board consensus.

40 Commr. Parks opined that it should be on the list, noting that this was a planning tool.

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF CLERMONT RELATING TO FUNDING FOR PICKLEBALL COURTS AT THE CLERMONT ARTS AND RECREATION CENTER

1 Commr. Campione agreed that it should be included with a placeholder, opining that it was
2 an important location to have a park. She relayed that there was a large demand in that area for
3 park uses, playgrounds, ballfields, etc., and that it was one of the tradeoffs that the County was
4 previously able to receive from CEMEX. She opined that it was smart to include this so that they
5 could utilize the funding when it became available.

6 Commr. Blake mentioned that he noticed a disparity, specifically in the quality of life
7 category. He elaborated that over five years there would be around \$45,860,000 spent, but that
8 only about \$500,000 would be spent in Commission District 5, which was going to the partnership
9 with the City of Fruitland Park. He noted that everyone was paying this, and that currently
10 Commission District 5 did not have any large projects with agreements. He opined that one way
11 to possibly adjust for this would be to add a couple million dollars more for road issues to account
12 for this disparity out of a sense of fairness.

13 Commr. Campione mentioned that the districts had been changed, and opined they would
14 see more equity there if the old districts were in place; however, she opined that this was a valid
15 point.

16 Commr. Parks opined that some of this was asking through the years about the priorities
17 of the district. He said that if there was another project in Commission District 5, then he would
18 be happy to discuss it.

19 Commr. Blake mentioned that it was different than the impact fees because those stayed
20 within the area where they were collected; however, everyone was paying the IST when they made
21 purchases.

22 Commr. Parks asked to confirm that the Kiwanis Club of South Lake request was included
23 for \$110,000, and Ms. Barker said that this was correct.

24 Commr. Smith opined that Commissioner Blake was correct, and noted that these items
25 were placeholders. He also thanked Commissioner Blake for his ideas on how to make this more
26 equitable.

27 On a motion by Commr. Shields, seconded by Commr. Parks and carried unanimously by
28 a vote of 5-0, the Board approved the Fiscal Year 2025 Infrastructure Sales Tax Project Plan with
29 the understanding that the Wellness Way park would be added as a non-funded item.

30 FISCAL YEAR 2025-2029 TRANSPORTATION IMPROVEMENT PROGRAM

31 Mr. Earhart stated that he would present the five-year transportation program and all the
32 road projects that they would be doing in Lake County, and that he would be focusing on FY 2025
33 the most. He mentioned that he was not going to focus on the complete list as it was already in
34 the packet, but that he would focus on some of the highlights. He related that the funding came
35 from a variety of sources, including the following: legislative appropriations and grants primarily
36 through FDOT; road impact fees; funding partnerships with the Cities; sales tax; and the County
37 Transportation Trust Fund or gas tax. He showed a summary of how much funding was in each
38 of the different districts, and remarked that the south collected the most because they had the most
39 development. He pointed out that the south district had about \$28 million in their account
40 currently, which was about \$4.9 million annually, and that the central district had about \$3.5

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF CLERMONT RELATING TO FUNDING
FOR PICKLEBALL COURTS AT THE CLERMONT ARTS AND RECREATION CENTER**

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 07/25/2024

MEETING DATE:

8/27/2024

TO: Jennifer Barker, County Manager

ITEM TYPE: Public
Hearing

THRU:

ITEM ID: 4720

BY: Dawn Coyle, Office Associate V

SUBJECT: Presentation and Public Hearing on the Infrastructure Sales Tax Project Plan

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Fiscal Year 2025 Infrastructure Sales Tax Project Plan.

BACKGROUND SUMMARY: A workshop was held on August 13, 2024, to discuss the proposed Fiscal Year 2025 Infrastructure Sales Tax Plan.

Section 13-1 of the Lake County Code requires that the Board of County Commissioners (Board) hold an annual public hearing to approve the Infrastructure Sales Tax Project Plan for the following fiscal year.

Fiscal Impact:

Account No.:

Advertised Date: Tuesday, August 6, 2024 and Tuesday,
August 13, 2024

Paper: The Daily
Commercial

Attachments:

1.	FY 2025 Proposed Sales Tax Plan
----	---------------------------------

STAFF APPROVALS AND DATES:

Dawn Coyle	Created/Initiated - 7/25/2024
Ron Falanga	Approved - 7/25/2024
Miranda Lanoue	Approved - 8/13/2024
Allison Teslia	Approved - 8/13/2024
Melanie Marsh	Approved - 8/14/2024
Jennifer Barker	Approved - 8/18/2024
Misty Spahn	Final Approval - 8/19/2024

ACTION TAKEN BY BOARD:

Action: New

Other:

Continued/Deferred
Until:

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF CLERMONT RELATING TO FUNDING FOR PICKLEBALL COURTS AT THE CLERMONT ARTS AND RECREATION CENTER

FY 2025 Proposed Infrastructure Sales Tax Project List

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total FY 2025-29
Public Safety						
Fire/EMS station renovations	2,200,000	1,600,000	1,535,000	1,665,000	3,287,000	10,287,000
Fire apparatus, vehicles and equipment	1,540,000	1,210,000	1,840,000	1,400,000	1,500,000	7,490,000
Sheriff vehicles and equipment	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Medical Transport vehicles and equipment	845,000	1,079,000	1,170,000	1,200,000	1,200,000	5,494,000
Public Safety Support Tower and Equipment Projects	-	-	-	-	-	-
ECOC facility improvements - technical upgrades	-	-	-	-	-	-
Public Safety logistics center	-	-	-	-	-	-
Combined Fleet operations center	-	-	-	-	-	-
Total Public Safety	6,085,000	5,389,000	6,045,000	5,765,000	7,487,000	30,771,000
Quality of Life						
County Libraries - building renovations and replacements	1,500,000	2,500,000	3,000,000	3,000,000	3,000,000	13,000,000
South Lake Regional Park (Partnership with City of Groveland)	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Golden Triangle Regional Park (Public/Private Partnership City of Tavares/YMCA-East Campus)	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
East Lake Sports & Community Complex - improvements per Master Plan - continue park buildout	1,000,000	1,200,000	1,550,000	1,550,000	1,550,000	6,850,000
Fairground and Event Center relocation	500,000	500,000	500,000	500,000	500,000	2,500,000
Green Mountain Scenic Overlook & Trailhead - construction of second tower	450,000	-	-	-	-	450,000
South Lake & Hancock Trail - improvements to multi-use trails and boardwalk	200,000	200,000	500,000	500,000	500,000	1,900,000
Various Parks, Public Lands Properties and Multi-Use Trail Improvements	150,000	350,000	450,000	450,000	450,000	1,850,000
Lake Feller Park (Partnership with Kiwanis Club & City of Clermont)	110,000	-	-	-	-	110,000
PEAR Park - road, parking, pavilions, tennis/pickleball courts, nature center improvements	100,000	200,000	300,000	300,000	300,000	1,200,000
Ferndale Preserve - boardwalk, fishing pier, canoe/kayak launch and trail improvements	100,000	100,000	100,000	100,000	100,000	500,000
Minneola Athletic Complex - lighting of multi-use field, tennis & basketball courts	100,000	100,000	100,000	100,000	100,000	500,000
Northwest Lake Community Park (Partnership with City of Fruitland Park)	100,000	100,000	100,000	100,000	100,000	500,000
Neighborhood Lakes Trailhead - construction of trailhead facilities/improvements	100,000	100,000	100,000	100,000	100,000	500,000
Astatula Boat Ramp - parking improvements (Partnership with the Town of Astatula)	100,000	-	-	-	-	100,000
Clermont Arts and Recreation Center (Pickleball courts, Partnership with City of Clermont)	100,000	-	-	-	-	100,000
North Lake Regional Park - parking, path system, lighting, pickleball courts	50,000	50,000	100,000	100,000	100,000	400,000
Lake Idamere Park - pavilions, canoe launch, ADA and rubber surface improvements	-	100,000	100,000	100,000	100,000	400,000
Pasture Reserve-improvements per Master/Mgmt Plans-boardwalk, low water crossings, primitive camping	-	-	-	-	-	-
Pine Meadows Conservation Area - improvements per Master Plan - restroom, parking, trail	-	-	-	-	-	-
Total Quality of Life	7,660,000	8,500,000	9,900,000	9,900,000	9,900,000	45,860,000
Public Works						
FDOT grant match	3,556,200	4,093,300	2,600,000	3,000,000	-	13,249,500
Road resurfacing and improvements	1,757,000	1,400,000	1,400,000	1,500,000	4,500,000	10,557,000
Intersection improvements	860,000	860,000	860,000	860,000	860,000	4,300,000
Rosenwald Gardens - design and construction	826,000	-	-	-	-	826,000
Solid Waste equipment	500,000	500,000	500,000	500,000	500,000	2,500,000
Sidewalks - new construction, ADA retrofits	300,000	460,000	460,000	460,000	300,000	1,980,000
Public Works equipment	-	500,000	500,000	500,000	500,000	2,000,000
Landfill Cell closure	-	-	-	-	-	-
Trails - PD&E, feasibility studies, construction	-	-	-	-	-	-
Max Hooks Road - road improvements and utilities	-	-	-	-	-	-
Total Public Works	7,799,200	7,813,300	6,320,000	6,820,000	6,660,000	35,412,500
Other Public Infrastructure						
Capital Building construction & renovations	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
IT Enhancements	100,000	100,000	175,000	200,000	200,000	775,000
Transit vehicles, equipment and other infrastructure	63,000	-	-	-	-	63,000
Judicial Support IT Enhancements	59,000	-	-	-	-	59,000
Fleet equipment	50,000	-	-	-	-	50,000
Courthouse renovations	-	-	-	-	-	-
Total Other Public Infrastructure	1,272,000	1,100,000	1,175,000	1,200,000	1,200,000	5,947,000
Debt Service						
Road Resurfacing - Debt retires in FY 33 (12/1/32)	866,078	867,249	868,143	868,759	868,098	4,338,327
Animal Shelter - Debt retires in FY 33 (12/1/32)	626,696	625,706	620,578	620,310	624,811	3,118,101
Public Safety Radios - Debt retires in FY 29 (12/1/28)	1,309,849	1,312,325	1,304,431	1,306,168	1,332,210	6,564,983
Public Safety Radios - Revenue from municipalities	(516,000)	(516,000)	(516,000)	(516,000)	(516,000)	(2,580,000)
Total Debt Service	2,286,623	2,289,280	2,277,152	2,279,237	2,309,119	11,441,411
Total Expenditures	25,102,823	25,091,580	25,717,152	25,964,237	27,656,119	129,431,911
Total Estimated Revenues	25,102,823	25,091,580	25,717,152	25,964,237	27,656,119	129,431,911



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 12, 2025		
Agenda Item Name		
Event and Open Container Request <i>Taste of South Lake 2026</i>		
Requested Action		
Recommend to approve the South Lake Chamber of Commerce to have an open container area for their "Taste of South Lake" event on November 6, 2025, at Waterfront Park.		
Staff Report		
The South Lake Chamber is requesting to have a designated open container area at Waterfront Park on November 6, 2025, from 5:30 PM to 8:30 PM for their annual "Taste of South Lake" event. The organization's open container area consists of a fenced-in area at Waterfront Park on the grass area. The South Lake trail will remain open for daily use by the public. The map is attached for a specific location. The organization will be exercising its 501c3 right and pulling the alcohol license from the Alcohol Beverage and Tobacco Agency. They have agreed to the proper number of police, medical, and staff as directed.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Taste of South Lake application	Taste of South Lake application.pdf	
2. Vendor Layout map	Vendor Layout map.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 02/25/25
Name of Event Taste of South Lake & Business Expo
Date(s) of Event Thursday, Nov 6, 2025 Estimated Attendance: 1200
Event Start Time: 5:30 p.m. Event End Time: 8:30 p.m.
Before Event Setup Time: Nov 4 (tent) After Event Cleanup Time: Nov 6 | 9:30am | Nov 7 (tents)
Name of Organization/Applicant South Lake Chamber of Commerce

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 # _____
Event Contact David Colby Email office@southlakechamber-fl.com
Day Phone 352-394-4191 Cell Phone 407-963-7349
Address 620 W. Montrose St. City Clermont State FL Zip 34711
Secondary Contact _____ Phone # _____

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

NA

Briefly Describe Event: Expo style event that includes restaurant vendors handing out samples of their specialty/signature dishes along with business vendor booths providing information about their business. Attended by local and non-local residents of all ages.

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: _____

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* 80X130; 60X130; 20X20

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

Electrical Use: ☒ Yes ☐ No Describe the need: Power for lights

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

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: Speakers & live band

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:	Taste of South Lake & Business Expo		
DATE OF EVENT:	Thursday, November 6th, 2025		
EVENT CONTACT:	David Colby		
REFUND MAILING ADDRESS:	620 W. Montrose St.		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	407-963-7349		

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	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$52	\$52	4 hr. min, Per Officer	
Fire/ EMS Med Cart	\$150	\$150	4 hr. min, 2 staff min	
Fire Boat in the Water	\$300	\$300	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.

David B. Colby

Applicant's Signature

David Colby

Printed Name

President & CEO

Title

02-25-2025

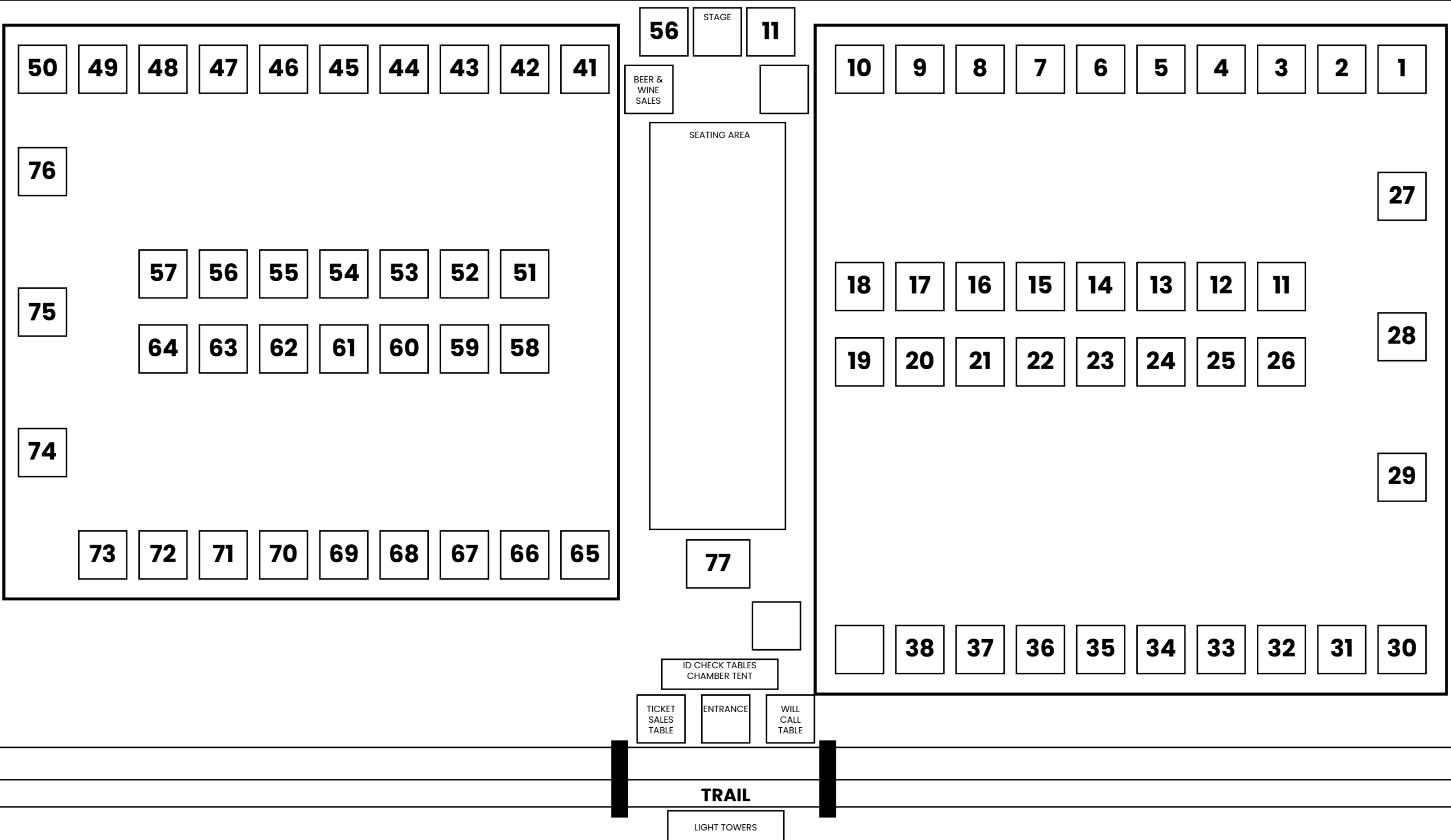
Date

*****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.





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 12, 2025		
Agenda Item Name		
Event and Road Closure Request <i>Veterans Day 2025</i>		
Requested Action		
Allow South Lake Florida Base Submarine Veterans to have Veterans Day Event and Parade, with Parade Road Closures taking place on the date of November 8, 2025.		
Staff Report		
To honor and recognize all Military Veterans and active Military, South Lake Florida Base Submarine Veterans request a Veterans Day Event and Parade. The Parade starts at West Park and ends at Waterfront Park on November 8, 2025. The Park and Recreation staff assists with set-up and organization. Road Closures, beginning at 9:00am: • 12th Street from Minneola Avenue to Montrose Street • Montrose Street from 12th Street to 3rd Street • 3rd Street from Montrose Street to Waterfront Park The parade begins at 9:30am. Roads are expected to reopen at approximately 11:00am.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2025 Special Events Application & Map	2025 Special Events Application.pdf	
2. Veterans Day Parade Route	Veterans Day Parade Route.pdf	
3. Parade Staging	Parade Staging.png	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 26 February 2025
Name of Event Veterans Day
Date(s) of Event Saturday, November 8 Estimated Attendance: 500
Event Start Time: 9 AM Event End Time: 2 PM
Before Event Setup Time: 7 AM After Event Cleanup Time: 3 PM
Name of Organization/Applicant SOUTH LAKE FLORIDA BASE (SUBMARINE VETERANS)

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 # FL - M200-763-52-376-0

Event Contact ROBERT MOCK Email RMOCK3@ICLOUD.COM

Day Phone 321-536-9964 Cell Phone 321-536-9964

Address 270 DIVISION ST City CLERMONT State FL Zip 34711

Secondary Contact _____ Phone # _____

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

N/A

Briefly Describe Event: VETERANS DAY PARADE AND VETERANS DAY TRIBUTE TO HONOR OUR

MILITARY SERVICE MEN AND WOMEN

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: _____

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* 10'X10'

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

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☒ No Describe Use: _____

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: HIGHLANDER BLDG SOUND AND PA SYSTEM FOR MUSIC

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:	CLERMONT' VETERANS DAY PARADE & VETERANS DAY TRIBUTE		
DATE OF EVENT:	10 OR 11 NOVEMBER 2025		
EVENT CONTACT:	ROBERT MOCK		
REFUND MAILING ADDRESS:	270 DIVISION ST		
	Street Address		
	CLERMONT	FL	34711
	City	ST	Zip
CELL PHONE:	321-536-9964		

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)	
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WATERFRONT ~ AREA C (YELLOW)				
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CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
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VICTORY POINTE				
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Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
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~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	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
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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.



Applicant's Signature

SLF BASE EVENT COORDINATOR

Title

ROBERT MOCK

Printed Name

26 FEBRUARY 2025

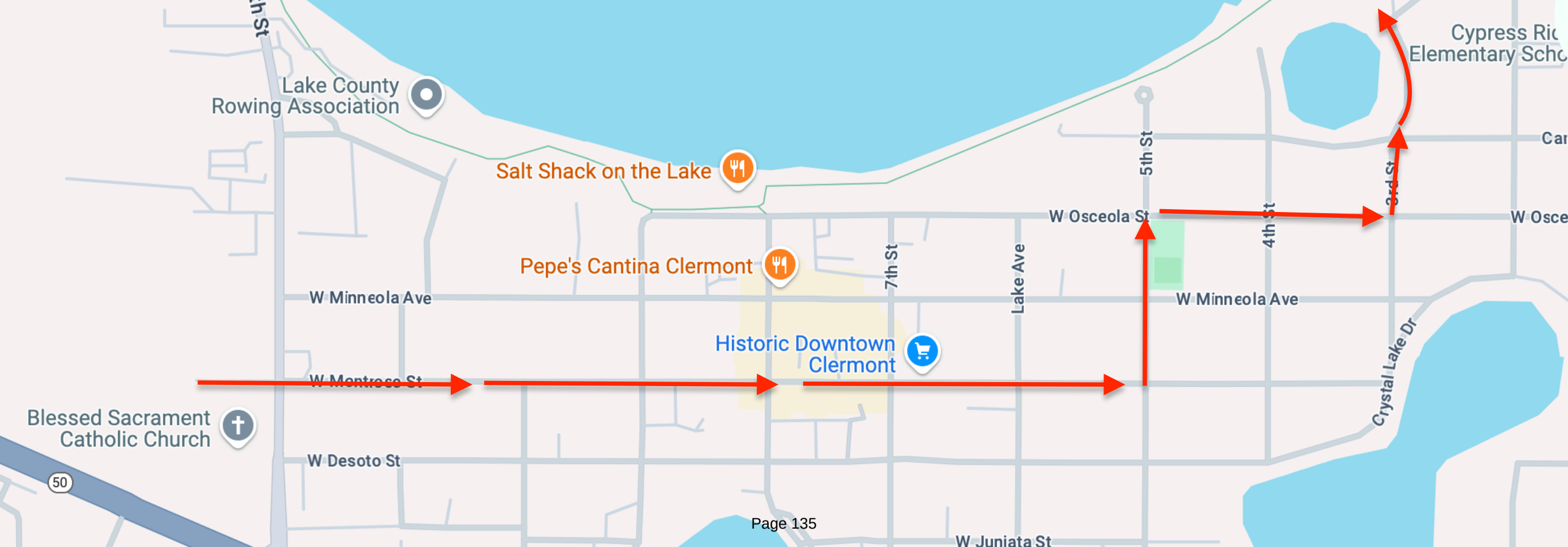
Date

*****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.



Lake County
Rowing Association

Salt Shack on the Lake

Pepe's Cantina Clermont

Historic Downtown
Clermont

Blessed Sacrament
Catholic Church

Cypress Ridge
Elementary School

W Minneola Ave

W Montrose St

W Desoto St

W Osceola St

W Minneola Ave

W Osceola St

5th St

4th St

Crystal Lake Dr

7th St

Lake Ave

W Juniata St

Internal Revenue Service
District Director

Department of the Treasury

P.O. Box 9107

Date:

JUL 21 1980

Employer Identification Number:

06-1007203

Internal Revenue Code

Section 501(c)(19)

Accounting Period Ending:

December 31

Form 990 Required: ☒ Yes ☐ No

Person to Contact: E. Brown

Contact Telephone Number:

203-4241

United States Submarine Veterans

10 School St.
Groton, CT 06340

Dear Applicant:

DETERMINATION LETTER 80-2131

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under the provisions of the Internal Revenue Code section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment or other Federal taxes, please address them to this office.

If your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. Also, you should inform us of all changes in your name or address.

The block checked at the top of this letter shows whether you must file Form 990, Return of Organization Exempt from Income Tax. If the Yes box is checked, you are only required to file Form 990 if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law provides for a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay. This penalty may also be charged if a return is not complete. So, please make sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Internal Revenue

(over)

JFK Federal Bldg., Boston, Mass. 02203

Letter 948(DQ) (3-79)

In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in Code section 513.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

HERBERT B. MOSHER
District Director

This supersedes our letter dated July 9, 1980.

cc: James Donovan, Esq.
600 Main St
Melrose, MA 02176

Letter 948(DO) (3-79)

Parade route map



Parade Route

Parade will begin at 12TH ST. West Park, turn left onto Montrose Street traveling East down to 3RD St, turn left onto 3rd St. ending up at Clermont's Highlander Building and Pavilion – Route is approximately 1.5 miles. or a 60-minute walk.





**AGENDA ITEM**

Meeting Date	
Tuesday, August 12, 2025	
Agenda Item Name	
Film Production Road Closure Request - Date Adjustment <i>Root & Branch Films</i>	
Requested Action	
Root & Branch Films is requesting approval of Road Closures for the dates of February 16, 2026 - February 20, 2026 from 10 PM - 6 AM for the purpose of overnight film production.	
Staff Report	
Root & Branch Films is requesting approval of Road Closures for the dates of February 16, 2026–February 20, 2026, from 10 PM - 6 AM for the purpose of overnight film production. Staff recommends approval of road closures for the dates of February 16-20, 2026, for overnight film production in downtown Clermont. The company has agreed to begin production when surrounding businesses are closed to minimize impact on the downtown area. Additionally, the applicant has agreed to staff EMS overnight during professional stunts and the staffing of an overnight police officer to ensure that the roads and closures are monitored. The applicant will be providing the required insurance documentation for the project. <i>This road closure was previously approved by the city council on May 13, 2025, for the dates of August 11-15, 2025.</i> Below is the tentative plan for the various evening shoots, but this will likely be modified slightly as production gets closer. The requester understands that notice must be provided to all impacted businesses and that any fire / police support staff required must be assigned at their cost during production. Night 1: February 16, 2026 • Montrose and 7th • Some driving sequences on Montrose • Montrose and 8th • Minneola • 8th and Osceola. Night 2: February 17, 2026 • Montrose between 7th and 8th streets for a driving/foot chase/scuffle. Night 3: February 18, 2026 • Intersection of Montrose and 8th • 8th Street from Montrose to Minneola Night 4: February 19, 2026: • This would be a pickup night. The goal is to grab any insert shots or re-capture anything that needs a little more work after reviewing the dailies. The streets used during this evening could vary based on what we	

need to capture, but the goal is to have no stunt elements this evening.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Permit Application -- The Nearly Forgotten Incident	Permit Application -- The Nearly Forgotten Incident.pdf	
2. Date Change Request	Date Change Request.pdf	



MOTION PHOTOGRAPHY PRODUCTION PERMIT

CITY OF CLERMONT

PRODUCTION COMPANY/APPLICANT Root and Branch Films, LLC

ADDRESS 25 Crosby St. CITY Brooksville

STATE FL ZIP 34601 PHONE 3525848753

REPRESENTATIVE NAME & TITLE Kyle Marra - Executive Producer/Writer/Director

ON-SITE PRODUCTION COORDINATOR Kyle Marra

ON-SITE PHONE 3525848753

PRODUCTION MANAGER Audra Thomason

PRODUCTION MANAGER EMAIL contact@oddlifestudios.com

PROJECT TITLE The Nearly Forgotten Incident - POC

Estimated Total Budget	<u>101,000</u>	Estimated Local Budget	<u>70,000</u>
Total Cost	<u>101,000</u>	Local Cost	<u>70,000</u>
Total Crew	<u>20</u>	Local Crew	<u>N/A</u>
Total Room Nights	<u>5</u>	Production Days – Prep to Wrap	<u>6</u>

Production Location	Dates & Times (Including Rain Dates + Times)
Downtown Clermont Intersection of Montrose Street & 7th The Alley beside 360 Florida Real Estate School	August 11, 2025-August 15, 2025 These will be overnight shoots, some set up may start in the early afternoon, but shooting will not
The outdoor property behind 360 Real Estate - pending permission Montrose and 8th 8th Street	These will be overnight shoots, some set up may start in the early afternoon, but shooting will not commence until the sun goes down. These locations will be spread across above dates.
Exterior of Becker Funeral Home pending permission Intersection of 8th and W Osceola	August 18-22, 2025 for rain dates

PLEASE EMAIL COMPLETED FORM TO ccody@clermontfl.org



MOTION PHOTOGRAPHY PRODUCTION PERMIT

CITY OF CLERMONT

PRODUCTION COMPANY Root & Branch Films, LLC FILMING DATE(S) August 11-15, 2025

If there is not enough space below, attach a separate sheet of paper with the required information.

PRODUCTION SCHEDULE: Include all relevant information such as production activity, number of cast and crew involved, number of production vehicles at location any temporary structures, etc.

Filming will begin the night of August 11th with overnight shoots each day. We will conclude filming in Clermont by the morning of August 15th.

Our team includes 12 crew members: Director, Camera Operator, Production Manager, Gaffer, Assistant Camera, PA, Boom Operator, Makeup/Hair, Special Effects, Behind-the-Scenes Videographer, Stunt Coordinator, and Armorer. We will also have six cast members and 2–3 stunt performers.

This is a 1960s espionage short film involving a secretive meeting and a high-stakes escape. Filming will take place in downtown Clermont, primarily along Montrose Street between 7th and 8th.

We'll have two picture cars and one vehicle per crew member. There are no temporary structures. Fog effects will be used to enhance the atmosphere.

CITY, COUNTY OR STATE SERVICES: Describe any additional personnel, facilities, or assistance needed.

For example – police escort restroom use, extended hours, etc.

We request street closures during overnight shoots for safety, due to vehicle movement, stunt work, and fog effects. We would also like to request one police officer and two EMS personnel on site each night. Each shoot will run approximately 8–10 hours. Filming will occur on weeknights to avoid disrupting local weekend business activity. Additionally, we request access to public restrooms and power sources for fog machines—though we can provide generators if necessary.

PLEASE EMAIL COMPLETED FORM TO ccody@clermontfl.org



MOTION PHOTOGRAPHY PRODUCTION PERMIT

CITY OF CLERMONT

PRODUCTION COMPANY Root and Branch Films FILMING DATE(S) August 11-15, 2025

SPECIAL EFFECTS: Check any applicable categories and include a detailed explanation of the activity.

Stunts	Explosives	Firearms	Fireworks	Incendiary Devices	Other
☒	☐	☒	☐	☐	☐

Explain:

This production includes practical fog, blank-firing weapons, and stunt driving. A licensed armorer will manage all prop firearms, which will only fire theatrical blanks under controlled conditions. All vehicle stunts will be performed by trained drivers and supervised by a professional coordinator. No pyrotechnics will be used. All effects will be staged with safety as the top priority, in full coordination with law enforcement and emergency services.

TRAFFIC CONTROL AND PARKING: Describe all traffic control and parking arrangements necessary. When requesting parking, road closure or intermittent traffic control, a map of the impacted area must be included.

We respectfully request temporary street closures for the safety of our cast, crew, and pedestrians during overnight filming involving vehicle stunts and special effects. Specifically, we are requesting closures at the following locations:

Montrose Street between 7th and 8th

The intersections of Montrose & 7th and Montrose & 8th

8th Street from Montrose to W. Osceola (on one designated night only)

W. Minneola Avenue (on one designated night only)

These closures are essential to create a secure working environment and to preserve the visual integrity of our 1960s period setting. The presence of modern vehicles would break continuity and compromise the illusion we're creating for viewers.

After offloading necessary equipment, crew members will relocate their vehicles to available local parking to ensure they are not visible during filming. A detailed map of all affected areas will be provided with this request.

PLEASE EMAIL COMPLETED FORM TO ccody@clermontfl.org



MOTION PHOTOGRAPHY PRODUCTION PERMIT

CITY OF CLERMONT

PRODUCTION COMPANY Root and Branch Films, LLC FILMING DATE(S) August 11-15, 2025

APPLICANT'S CERTIFICATION

The applicant agrees to abide by the provisions of the City/County/State Codes pertaining to Motion Photography Production, as represented by this permit and any attachments. In addition, the applicant agrees to restore location production sites to the condition existing immediately prior to production. This permit is to be in possession of the production company at all times while on location and also must be presented upon request by any City/County/State authorized agent. The person whose signature appears below certifies that he/she is an authorized agent of the applicant and is duly authorized on the applicant's behalf to execute this application.

INDEMNIFICATION

The applicant indemnifies and holds harmless the City of Clermont, its officers and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the acts or omissions of applicant, its contractors, subcontractors, their employees, agents or servants, during the filming and all activities associated therewith for which this application is filed, including the use of any city owned property.

INSURANCE CERTIFICATE

An Insurance Certificate additionally insuring The City of Clermont as the Certificate Holder, in the amount of no less than \$1,000,000 or \$5,000,000 in the case of explosives/stunts, must be attached to this application.

APPLICANT SIGNATURE  DATE 4/13/25
NAME & TITLE (PRINT) Kyle Marra - Executive Producer/Writer/Director

AUTHORIZATION FOR PERMIT APPROVAL: FOR FILM OFFICE ONLY

POLICE/SHERIFF'S DEPT. _____ DATE _____
FIRE DEPT. _____ DATE _____
RISK MANAGEMENT _____ DATE _____
TRAFFIC & ENGINEERING _____ DATE _____
PARKS/RECREATION DEPT. _____ DATE _____
CODE ENFORCEMENT _____ DATE _____
CITY/COUNTY DESIGNEE _____ DATE _____

PLEASE EMAIL COMPLETED FORM TO ccody@clermontfl.org



MOTION PHOTOGRAPHY PRODUCTION PERMIT

CITY OF CLERMONT

REQUIRED DOCUMENTS TO BE INCLUDED WITH THE PERMIT APPLICATION

☐

Neighborhood Letter (if applicable)

If filming at a residence, please attached a letter to be distributed to the surrounding neighbors within a 500 ft. circumference, as well as signed consent from properties on the immediate left, right, front and back.

☒

Business Letter (if applicable)

If filming at a business, please attach a letter to be distributed to surrounding businesses within a 500 ft. circumference, as well as signed consent from businesses on the immediate left, right, front and back.

☒

Map

If filming at a resident/business where you will be parking your production/crew vehicles on the street, please include a map that indicates where everyone will park.

Also, if filming at a park, please include a map that indicates where you will be filming on park property.

☒

Certificate of Insurance

All filming in the City of Clermont requires applicants to produce a certificate of insurance additionally insuring the city/county of your filming jurisdiction.

☐

Project Summary Document (next page)

Please fill out a Project Summary Document and return it to the Film Commission. This document is an important piece in helping track local spend information. Individual project information will *not* be shared unless written permission is received to do so. Any information collected will only be shared as part of a larger number, used to assist in highlighting the importance and positive impact of the Film Industry on our Central Florida region. Note: While final spend information is preferred, this document can be submitted prior to filming, with estimated spend information.

PLEASE EMAIL COMPLETED FORM TO ccody@clermontfl.org

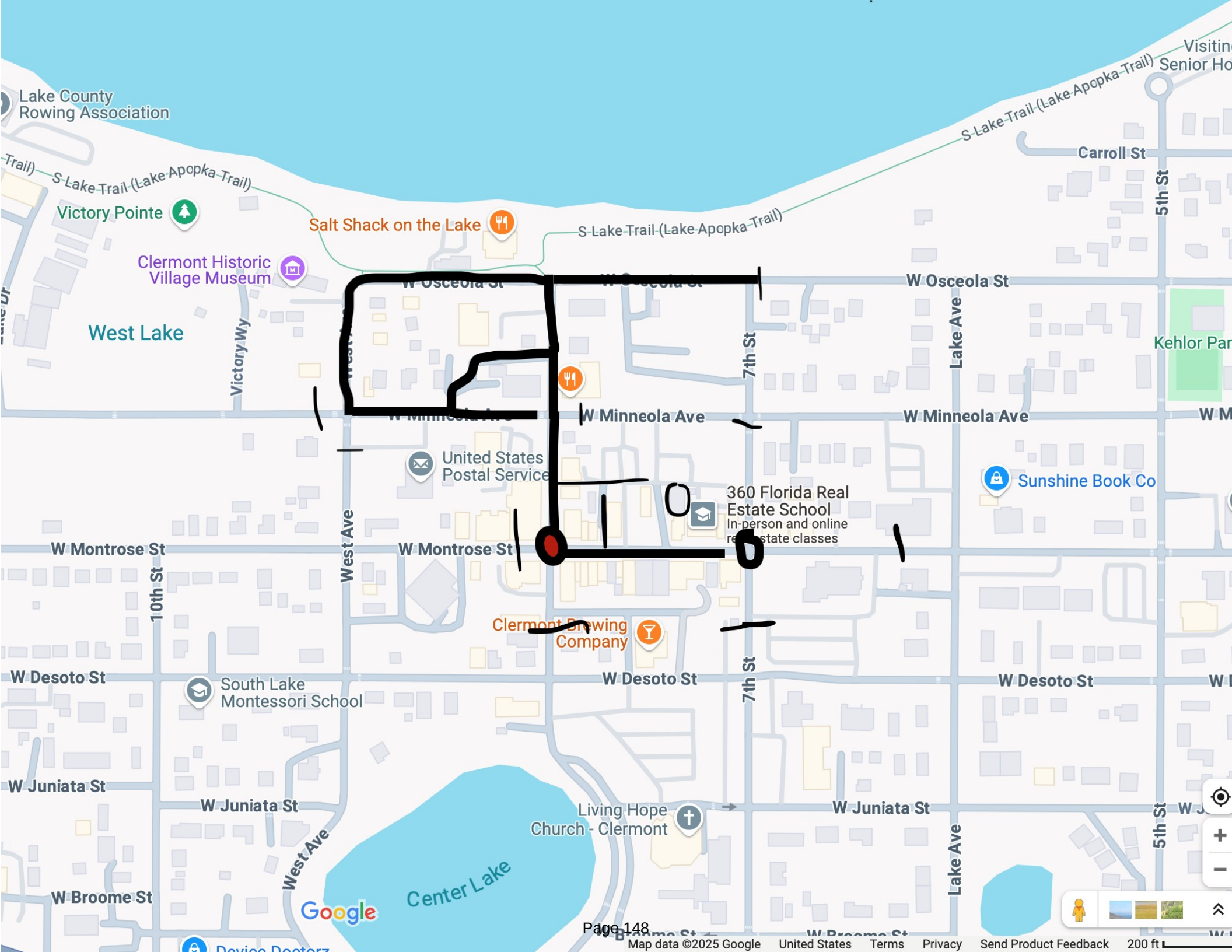


FINAL PROJECT SUMMARY

PROJECT NAME: The Nearly Forgotten Incident		PROJECT DATES: August 11-15, 2025	
COMPANY NAME: Root and Branch Films			
ADDRESS: 25 Crosby St.		CITY/STATE/ZIP: Brooksville, FL 34601	
PHONE: 3525848753		COMPANY WEBSITE: rootandbranchfilms.com	
CONTACT NAME: Kyle Marra		CONTACT TITLE: Executive Producer/Writer/Director	
CONTACT PHONE: 3525848752		CONTACT EMAIL: kyle@rootandbranchfilms.com	
Check all that apply: ☒ Film ☐ Television ☐ Commercial ☐ Student ☐ Other			
PROJECT DESCRIPTION: When a brilliant scientist arrives under cover of fog to deliver a world-altering invention, he must choose between handing it over to shadowy government agents—or destroying it himself, in a fight to protect the future from his own			
BUDGET BREAKDOWN:			
Total Budget: \$ 101,000		Local Budget: \$ 70,000	
Total Crew # 12 \$ 11,000		Police/Security: \$ 2000	
Local Crew # N/A \$ 0		Total # Production Days: # 5	
Total Cast # 8 \$ 30,000		Local # Production Days: # 4	
Local Catering: \$ TBD		Local # Room Nights: # 5-6	
Local Car & Van Rental: \$ TBD		Local Accommodation Spend: \$ 15,000	
Qualified Production Facility: ☒ yes ☐ no		Facility Name: N/A	
Local Equipment Rental: \$ N/A		Studio/Stage Rental: \$ 0	
Miscellaneous: \$ 8,000		Set Construction: \$ 0	
Florida State Tax Exempt? ☐ yes ☒ no			
VENDORS: Please attach a list of vendors for our reference. List of vendors attached. ☐ yes ☒ no			

Name/Title: Kyle Marra - Executive Producer	Date: 4/18/25
Signature:	

PLEASE EMAIL COMPLETED FORM TO ccody@clermontfl.org





Root and Branch Films

25 Crosby St.
Brooksville, FL 34601
352-584-8753 | Kyle@rootandbranchfilms.com
April 13, 2025

RE: Upcoming Film Production in Your Area – *The Nearly Forgotten Incident* – POC

Dear Business Owner/Manager,

We are writing to inform you that a professional film crew will be conducting a short film production in your area on **[insert dates of filming]**, during the overnight hours. The scenes will be filmed on and around **Montrose Street between 7th and 8th, 8th Street up to W Osceola, and W Minneola Avenue**, with all activity planned to minimize disruption to local businesses.

Our project, "**The Nearly Forgotten Incident**," is a narrative short set in the 1960s and includes overnight filming with period-appropriate vehicles, atmospheric fog effects, simulated gunfire using blank-firing weapons under professional supervision, and tightly controlled stunt driving—all performed under the guidance of a licensed armorer and professional stunt coordinator. Safety is our top priority, and we are working closely with local authorities to ensure a secure and respectful process.

We are requesting temporary street closures in the immediate filming area for safety and to preserve the setting's period-accurate appearance. Our crew is committed to keeping noise, lighting, and traffic disruptions to an absolute minimum and will be using nearby parking after unloading to avoid congestion.

We kindly ask for your support and consent to proceed with this work, and we are happy to answer any questions you may have. A production representative will visit your business soon with a consent form and to address any specific concerns. Thank you for your understanding and for helping us bring this story to life.

Sincerely,

Kyle Marra

Producer, *The Nearly Forgotten Incident*



To Whom It May Concern,
Becker Funeral Home
806 W. Minneola Ave
Clermont, FL 34711

Dear Becker Funeral Home Team,

We are currently in pre-production for a short film titled *The Nearly Forgotten Incident*, a 1960s-inspired suspense drama scheduled to shoot in downtown Clermont this August. As part of our location planning, we are seeking your permission to use the **exterior area in front of your garage bays** at Becker Funeral Home for a brief scene featuring two characters inside a parked car. This will be a non-disruptive exterior shot with minimal crew present, and no dialogue or sound recorded on site.

We anticipate filming this scene **on the evening of August 14th or 15th**, pending the duration of stunt work scheduled on the 14th. The scene will require the vehicle to park briefly on your property near the garage area, with all filming conducted from a respectful distance without interference to your daily operations.

In appreciation for your generosity, **we would be honored to include Becker Funeral Home in the “Special Thanks” section of our film credits and to mention your business in our promotional materials** and social media campaigns related to the film.

Please don't hesitate to reach out with any questions or if you would like to discuss further. We would be happy to provide a Certificate of Insurance and answer any logistical or safety concerns you may have.

Thank you very much for your consideration and support of local film production in Clermont.

Warm regards,

Kyle Marra

Producer, *The Nearly Forgotten Incident*



To Whom It May Concern:

Coreellie's Pantry
801 Montrose St
Clermont, FL 34711

Dear Property Manager,

I'm writing on behalf of the production team for *The Nearly Forgotten Incident*, a short film scheduled to be filmed in downtown Clermont this August. We're respectfully requesting permission to film a brief action scene **in the alleyway adjacent to Coreellie's Pantry**, located between your building and 360 Florida Real Estate School.

This scene features a suspenseful pursuit between two characters, including a **small stunt sequence with carefully choreographed movement**. It will be supervised by a licensed stunt coordinator and conducted with the utmost professionalism to ensure safety and respect for surrounding properties. **No damage will occur**, and the area will be restored to its original condition immediately after filming.

Filming is scheduled to occur **overnight on August 12th or 13th**, to minimize any disruption to your business or customers. We are working closely with the City of Clermont to secure all appropriate permits and emergency services for safety.

As a thank you for your support, **Coreellie's Pantry will be credited in the "Special Thanks" section of the film**, and acknowledged in our promotional materials and social media outreach related to the project.

We'll follow up soon with additional details and a consent form. Please don't hesitate to reach out with any questions or requests.

Thank you for your time and consideration.
Warm regards,

Kyle Marra
Producer, *The Nearly Forgotten Incident*
352-584-8753
kyle@rootandbranchfilms.com



**To Whom It May Concern,
360 Florida Real Estate School
803 Montrose St
Clermont, FL 34711**

Dear 360 Florida Real Estate School Team,

We are currently in pre-production for a short film titled *The Nearly Forgotten Incident*, a stylized 1960s thriller scheduled to film in downtown Clermont this August. As part of our production, we are kindly requesting your permission to use the rear lot behind your building for a key overnight scene.

This sequence will involve a brief, choreographed fight scene that begins in the alleyway between your building and Corellie's Pantry and continues into your back lot area, ideally under the awning located behind your facility. The scene will be shot entirely outside and will be carefully managed by our professional stunt coordinator and crew to ensure complete safety and respect for your property.

We anticipate filming this portion overnight on August 12th or 13th, depending on the flow of production and the needs of surrounding locations.

As a token of our appreciation, we would be honored to include 360 Florida Real Estate School in the "Special Thanks" section of our film credits, and to mention your business in our promotional materials during the film's marketing run.

If approved, we are happy to provide any requested insurance documentation, accommodate business needs, and coordinate a walkthrough ahead of filming to address any questions or concerns.

Thank you for your time and consideration in supporting this local creative effort.

Warm regards,

Kyle Marra
Producer, *The Nearly Forgotten Incident*
352-584-8753
kyle@rootandbranchfilms.com

From: [Kyle Marra](#)
To: [Cory Cody](#)
Subject: Re: Root and Branch Films - Updates
Date: Thursday, July 17, 2025 10:23:33 AM
Attachments: [image001.png](#)
[image018.png](#)
[image019.png](#)

Cory,

We would like to shift to 2/16-2/20. Would it be possible to submit these for approval?

Kind regards,

Kyle

Get [Outlook for iOS](#)

From: Cory Cody <ccody@clermontfl.org>
Sent: Tuesday, July 15, 2025 12:05:54 PM
To: Kyle Marra <kyle@rootandbranchfilms.com>
Subject: RE: Root and Branch Films - Updates

Sounds good, thanks Kyle – please keep me posted.



Cory Cody, CPRP, CPO, MBA
Events & Performing Arts Manager
620 West Montrose St, Clermont, FL 34711
Tel 352-708-5951 | Fax 352-394-2900
ccody@clermontfl.org
www.clermontfl.gov



Our mission: To preserve and enhance the quality of life for the
Clermont community by providing exceptional services.

From: Kyle Marra <kyle@rootandbranchfilms.com>
Sent: Monday, July 14, 2025 5:36 PM
To: Cory Cody <ccody@clermontfl.org>
Subject: Re: Root and Branch Films - Updates

Cory,

I will get you new dates this week. Right now we are exploring the week of 1/12-1/15 or 2/16-2/19. Nothing else would change about our request, just a date shift. I am reaching out to our actors and crew to make sure the dates are open.

The shift isn't something we wanted, but the weather will likely be nicer for what we are doing, so that's a plus. lol

Kind regards,

Kyle Marra
Writer/Producer/Director
Root & Branch Films

3525848753
kyle@rootandbranchfilms.com



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, August 12, 2025		
Agenda Item Name		
Events Request <i>Sommer Sports</i>		
Requested Action		
Staff Report		
Sommer Sports Race Series is one of three community events that has been designated by the City Council as a Community Partner Event. Sommer Sports is requesting approval of their 2026 season, which includes races on the following dates, which will take place at Victory Pointe and Waterfront Park and Downtown. 1. March 8, 2026 (Waterfront Park) - Great Clermont Triathlon 2. March 22, 2026 (Waterfront Park) - Lake Minneola Half Marathon 3. May 9, 2026 (Waterfront Park) - Girlz on Fire Triathlon 4. June 14, 2026 (Waterfront Park) - Cool Sommer Mornings Triathlon Series #1 5. July 12, 2026 (Waterfront Park) - Cool Sommer Mornings Triathlon Series #2 6. August 9, 2026 (Waterfront Park) - Cool Sommer Mornings Triathlon Series #3 7. September 13, 2026 (Waterfront Park) - Cool Sommer Mornings Triathlon Series #4 8. October 18, 2026 (Waterfront Park) - Great Floridian Triathlon 9. October 31, 2026 (Victory Pointe) - Nightmare on the Trails 10. December 19, 2026 – (Downtown) - Santa's Twilight 5k Sommer Sports, as a Community Partner, is requesting that the City waives all grounds and facility reservation fees in support of the 2026 season. The fees for each individual event may vary. The total anticipated fees waived, including grounds fees and facility reservation fees, for the entire 2026 season would be \$32,000. Sommer Sports has modified their application to create more rental space available to the public, ensuring that the Highlander building, Highlander pavilion, and Waterfront park pavilion remain available during set-up days. Sommer Sports is requesting to allow an open container allowance during each of the race events which allows each participant one beverage per race. They will be using the appropriate measures for obtaining a licensed caterer for each event.		
Additional Analysis		
Fiscal Impact Summary		
Based on past practice, fees from Sommer Sports events <u>were not</u> included in the FYE 2026 budget. As a result, the waiver of fees would not impact the budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	03.08.26 - Great Clermont Triathlon	03.08.26 - Great Clermont Triathlon.pdf
2.	03.22.26 Lake Minneola Half Marathon	03.22.26 Lake Minneola Half Marathon.pdf

3.	05.9.26 - Girlz on Fire Triathlon;5k	05.9.26 - Girlz on Fire Triathlon;5k.pdf
4.	06.14.26 - Cool Sommer Mornings #1 Triathlon;5k	06.14.26 - Cool Sommer Mornings #1 Triathlon;5k.pdf
5.	07.12.26 - Cool Sommer Mornings #2	07.12.26 - Cool Sommer Mornings #2.pdf
6.	08.9.26 - Cool Sommer Mornings #3	08.9.26 - Cool Sommer Mornings #3.pdf
7.	09.13.26 - Cool Sommer Mornings #4	09.13.26 - Cool Sommer Mornings #4.pdf
8.	10.18.26 - Great Florida Triathlon	10.18.26 - Great Florida Triathlon.pdf
9.	10.31.26 - Nightmare on the Clermont Trails 5k	10.31.26 - Nightmare on the Clermont Trails 5k.pdf
10.	12.19.26 - 2026 Santa's Twilight 5k	12.19.26 - 2026 Santa's Twilight 5k.pdf
11.	Sommer Sports - Letter to Council	Sommer Sports - Letter to Council.pdf
12.	Updated Permit Dates Request	Updated Permit Dates Request.pdf



EVENT DATE:
SUNDAY, MARCH 8, 2026

Permit Dates:
Friday, March 6, 2026 – Sunday March 8, 2026





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date MAY 30, 2025
Name of Event ADVENTHEALTH GREAT CLERMONT TRIATHLON
Date(s) of Event SUNDAY MARCH 8, 2026 Estimated Attendance: 750
Event Start Time: 7AM Event End Time: 1PM
Before Event Setup Time: FRIDAY 3/6/26 9AM After Event Cleanup Time: SUNDAY 3/8/26 2PM
Name of Organization/Applicant SOMMER SPORTS EVENTS

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 # 87-1801360

Event Contact MICHELLE CRASKE Email MICHELLE@SOMMERSPORTS.COM
Day Phone 352-394-1320 Cell Phone 352-988-9485
Address 1271 COMMONS COURT City CLERMONT State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: The 43rd Annual Great Clermont Triathlon, Florida's traditional season opener featuring an international (Olympic) distance triathlon and Sprint Distance Triathlons.

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

Please choose (See Pages 5-6) A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

Please be sure to attach a Site Plan - Failure to do so results in incomplete application and will not be reviewed.

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* 10x10

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

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

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

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: _____

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

Fire Inspectors will be required for food vendors at the cost of the event organizer.

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

Law Enforcement Stand-by Requested: ☒ Yes ☐ No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Fire Department Support Requested: ☒ Fire Boat ☒ Fire / EMS Cart ☐ Public Education

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

Describe: Race Announcer

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

If Yes, please provide a water safety plan for review by the Clermont Fire Department.
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 GREAT CLERMONT TRIATHLON
 DATE OF EVENT: MARCH 8, 2026
 EVENT CONTACT: MICHELLE CRASKE
 REFUND MAILING ADDRESS: 1271 COMMONS COURT
 Street Address
 CLERMONT FL 34711
 City ST Zip
 CELL PHONE: 352-988-9485

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				
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$56.25	\$56.25	4 hr. min, Per Officer	
Fire/ EMS Med Cart	\$150	\$150	4 hr. min, 2 staff min	
Fire Boat in the Water	\$300	\$300	Per Hour	
Fire Inspector	\$75	\$75	3 hr. min	
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

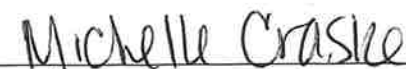
The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all 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.



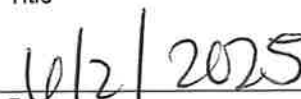
Applicant's Signature



Title



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.

MAP 1



MAP 2



MAP 3



APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.
- Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.
- Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.
- Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.
- Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.
- Applicant may be required to submit a list of participating vendors.

South Lake Trail

- It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.

FOOD SERVICE REQUIREMENTS

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.
- No glass containers are allowed.
- Health and Safety: Vendors selling any food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>.
- Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.
- Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- Valid liquor license
- Valid liquor liability insurance
- Customer identification method for alcohol distribution
- City of Clermont alcohol application
- For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.
- Alcohol must be stopped from serving half hour before the event end time.

SECURITY REQUIREMENTS

- For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.
- Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.
- The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☐ 9. Site Plan
- ☐ 10. FLDEP Approval *(if applicable)*
- ☐ 11. Lake County Application *(if applicable)*

THE FOLLOWING ITEMS MUST BE NOTED ON YOUR SITE PLAN

Maximum Size of 8 ½ x 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms



HIGHLANDER BUILDING RENTAL APPLICATION

Today's Date

Name of Event

Date(s) of Rental

Rental Start Time:

Rental End Time:

Name of Organization/Applicant

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

Check Type of Organization

☐

Not for Profit

☐

Resident

☐

Non Resident

☒

Business

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 #

Website

www.sommersportsevents.com

Event Contact

352-394-1320

Email

MICHELLE@SOMMERSPORTS.COM

Day Phone

352-394-1320

Cell Phone

352-988-9485

Address

1271 COMMONS COURT

City

Clermont

State

FL

Zip

34711

Secondary Contact

Fred Sommer

Phone #

352-636-2942

Briefly Describe Event:

Endurance event at Waterfront Park. Highlander Building used for packet

pickup/registration

Will there be any outside vendors, businesses, groups, etc. participating/involved?

☐ Yes

☒ No

If yes, please list each company:

All vendors must provide a valid Certificate of Insurance and License prior to rental.

Will there be food at the event?

☒ Yes

☐ No

Admission Fee:

☐ Yes

☐ No

Will there be alcohol at the event?

☒ Yes*

☐ No

**If yes, an alcohol request form must be submitted and*

approved prior to your event. Violation of this policy will result in forfeiture of your deposit and immediate cancellation of your rental.

Clermont Police Officer time requirement: 530AM to 930PM.

ITEM	RESIDENT / NON PROFIT	NON RESIDENT	COMMENTS	TOTAL
Application Fee	\$10	\$10	Non-refundable	\$10
Security Deposit	\$150	\$150	Refundable	\$150
Highlander Rental-Per Hour	\$60	\$125	2 hour minimum	
Extra Detail Clermont Police *When Required.	Rate of \$52.00 per hour.		4 hour minimum	
			Subtotal	
			Tax Sales	
			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 (501c3)*

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.*

CERTIFICATE OF INSURANCE

A Certificate of Insurance is required from the Applicant as follows:

- For any event or facility rental by a business or organization, both for-profit and non-profit
- For any event or facility rental that is open to the general public
- To serve alcohol in any city facility or property

A Certificate of Insurance may be requested:

- From a vendor that provides equipment (or similar items such as a tent, platform or stage, scissor lift, bounce house, etc.) to an event or facility
- Utilizing a generator or other potentially dangerous item
- Under any other condition the City determines reasonable and necessary

The COI must be submitted a minimum of 72 hours prior to the event date, listing the City of Clermont as additionally insured. If the COI is not submitted as required, the city reserves the right to cancel the rental.

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/Facility by the User, its agents, servants, invitees, and guests under this license.

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/facility.

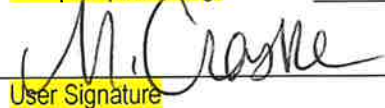
There is no parking allowed at any place of business or residence near the park/facility unless written permission is granted by each individual owner in advance.

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

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

Name of User (printed): MICHELLE CRASKE

Group Representing: SOMMER SPORTS EVENTS


User Signature

10/2/2025
Date

City of Clermont Employee Signature

Date

City of Clermont
Parks & Recreation Department
Clermont City Center
620 W Montrose St, Clermont, FL 34711
(352) 708-5915 Office
WWW.CLERMONTFL.GOV

City of Clermont

Alcohol Permit Request Form



Today's Date 6/2/2025

Name of Organization/Applicant Sommer Sports Events

Name of Event AdventHealth Great Clermont Triathlon Date(s) of Event Sun 3/8/2026

Rental Location Waterfront Park Anticipated attendance 750

Event Start Time 7am Event End Time 2pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011 Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancellation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature: [Signature] Date 6/2/2025

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

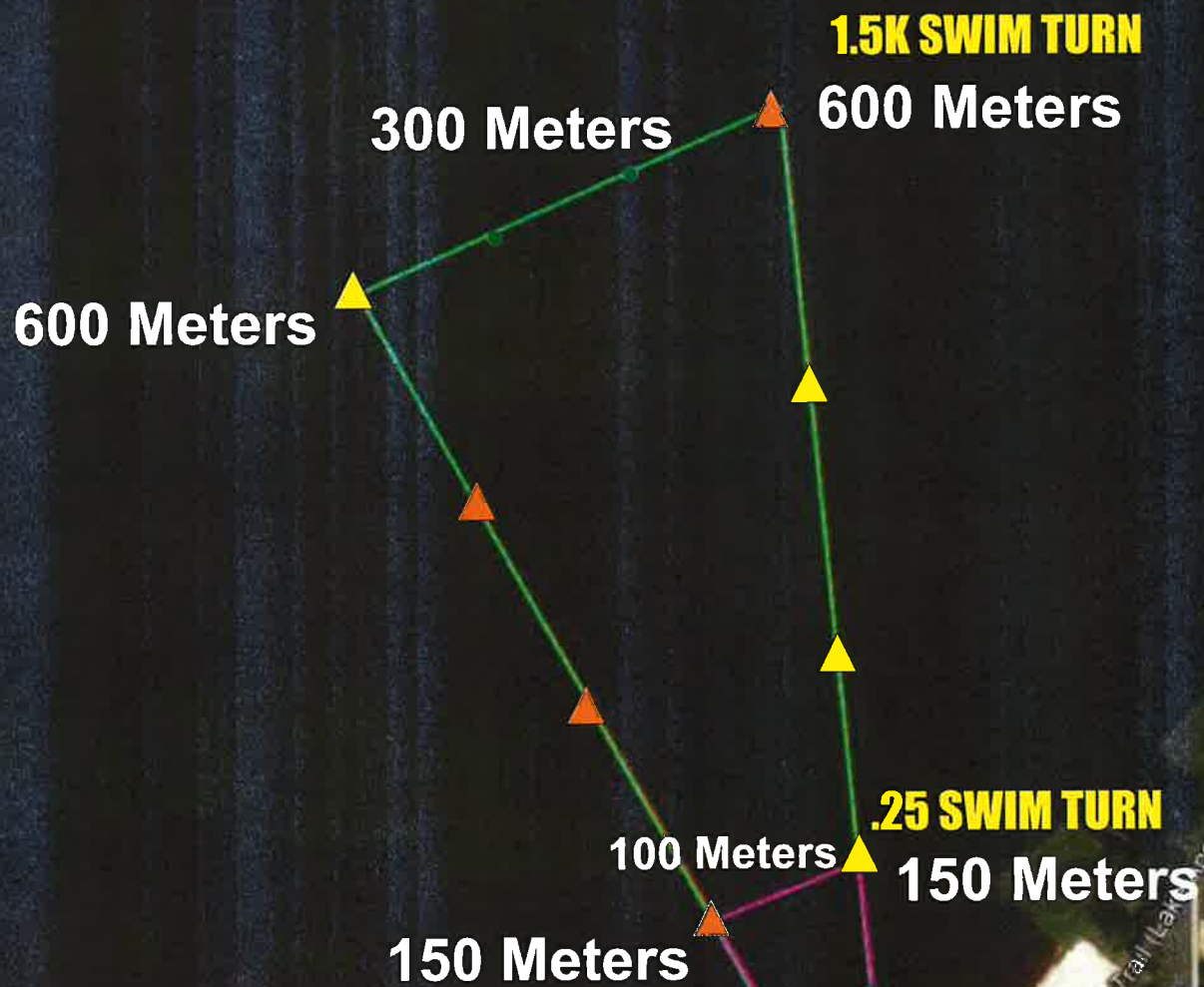
Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED
Extra-Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711

**SWIMMERS WILL SWIM
COUNTERCLOCKWISE**



WATERFRONT PARK



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on
2	0.018	↘	Turn sharp right onto 3rd Street
3	0.259	←	Turn left onto West Osceola Street
4	0.475	←	Turn left onto East Avenue
5	1.811	←	Turn left onto West Washington Street
6	3.064	←	Turn left onto Lake Minneola Shores
7	5.236	←	Turn left onto Lake Minneola Shores
8	5.839	↑	At roundabout, take exit 3 onto Lake Minneola Shores
9	6.932	←	Turn left onto West Minneola Avenue
10	7.891	←	Turn left onto 3rd Street
11	8.205	→	Turn right onto Palm Street
12	8.223		FINISH

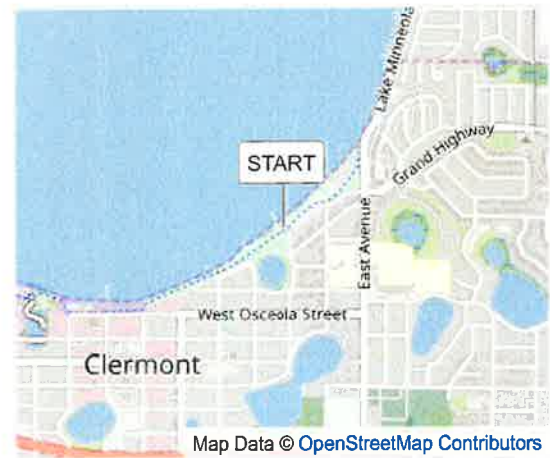


Great Clermont New 40K Bike Course

ROUTE INFORMATION

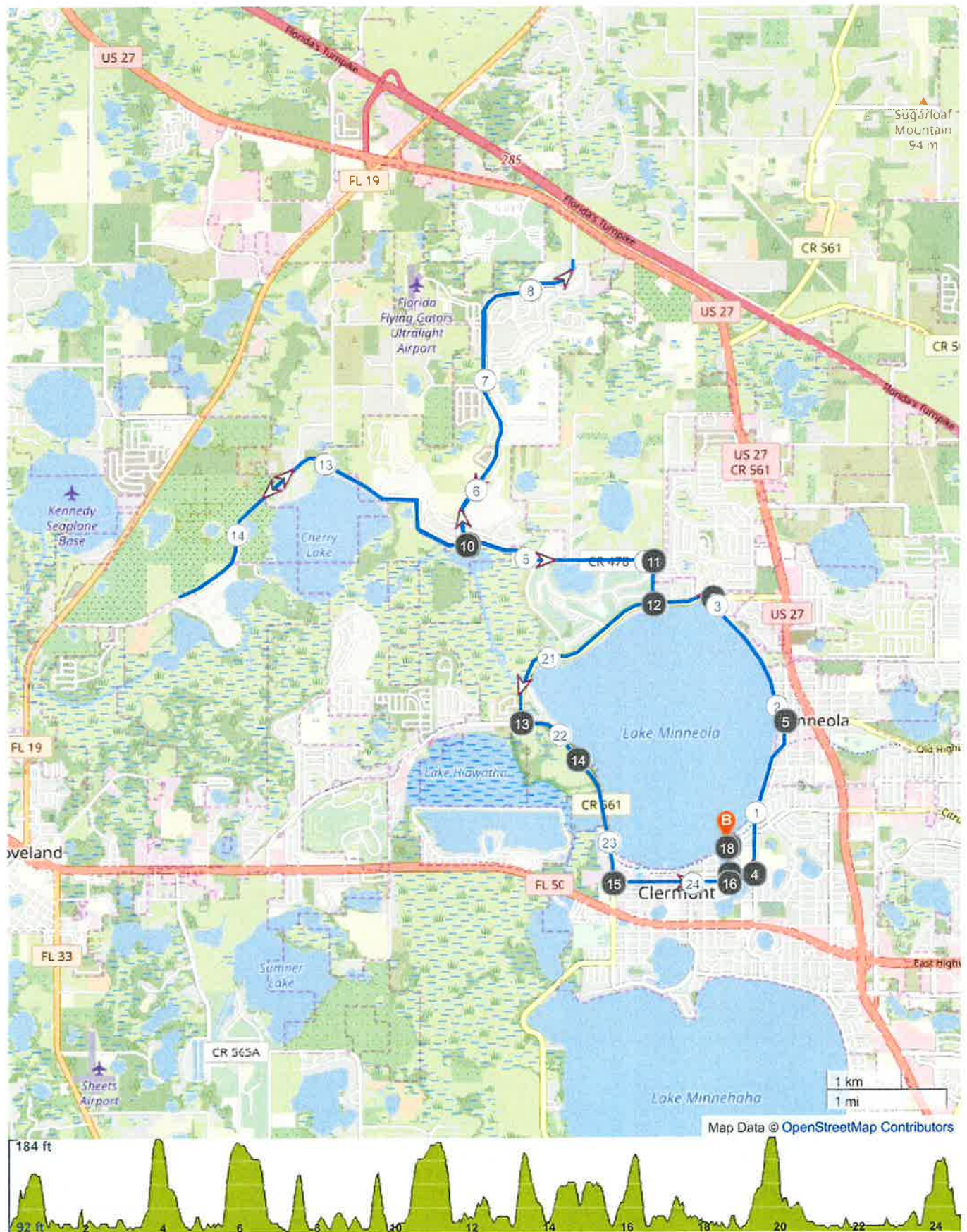


ROUTE LENGTH 24.648 miles
ASCENT 1053 ft
DESCENT 1046 ft
HILLS ⬆ 34.8% | ⬇ 34.6% | ➡ 30.7%
TERRAIN Road **A**
START **LAT: 28.560605, LNG: -81.760146**



NOTES

Great Clermont New 40K Bike Course



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on
2	0.022	↘	Turn sharp right onto 3rd Street
3	0.264	←	Turn left onto West Osceola Street
4	0.479	←	Turn left onto East Avenue
5	1.815	←	Turn left onto West Washington Street
6	3.068	←	Turn left onto Lake Minneola Shores
7	3.569	→	Turn right onto Jalarmy Road
8	3.925	←	Turn left onto Cherry Lake Road
9	5.502	→	Turn right onto Wilson Lake Parkway
10	11.460	→	Turn right onto Cherry Lake Road
11	19.630	→	Turn right onto Jalarmy Road
12	19.986	→	Turn right onto CR 561
13	21.657	←	Turn left onto Lake Minneola Shores
14	22.260	↑	At roundabout, take exit 3 onto Lake Minneola Shores
15	23.353	←	Turn left onto West Minneola Avenue
16	24.312	←	Turn left onto 3rd Street
17	24.626	↙	Turn sharp left
18	24.648		FINISH

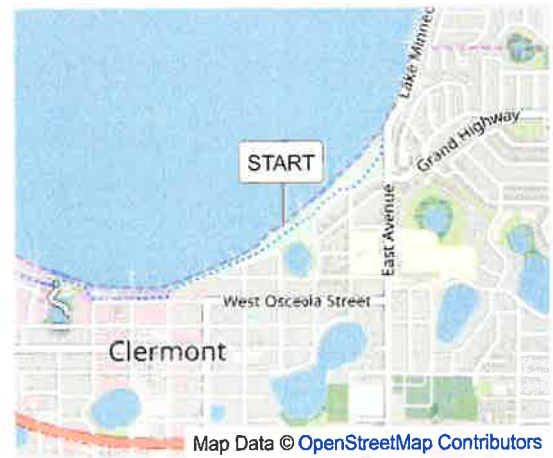


Great Clermont 5K Run Course

ROUTE INFORMATION



ROUTE LENGTH	3.115 miles
ASCENT	49 ft
DESCENT	49 ft
HILLS	↗ 21.8% ↘ 21.8% → 56.4%
TERRAIN	Mixed
START	LAT: 28.560114, LNG: -81.761331



NOTES

10K Runners will complete 2 laps of this course.

Great Clermont 5K Run Course



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on South Lake Trail
2	0.367	↩	Keep left onto South Lake Trail
3	2.745	↗	Turn slight right onto South Lake Trail
4	3.115		FINISH



OUTDOOR VENUE LAYOUT





BEACH AREA USED FOR THE SWIM PORTION OF THE TRIATHLON

SETUP OF THE BARICADES AND FINISH LINE ARE SETUP THE DAY BEFORE EVENT (AFTERNOON)





**Stage is used for the
Awards
Presentation**

**Highlander
Building is
used for Packet
Pickup**





EVENT DATE:
SUNDAY, MARCH 22, 2026

Permit Dates:
Saturday, March 21, 2026 – Sunday March 22, 2026





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date MAY 30, 2025
Name of Event ADVENTHEALTH LAKE MINNEOLA HALF MARATHON/10K/5K
Date(s) of Event MARCH 22, 2026 Estimated Attendance: 1000
Event Start Time: 7AM Event End Time: 2PM
Before Event Setup Time: SATURDAY 3/21/26 9AM After Event Cleanup Time: SUNDAY 3/22/26 3PM
Name of Organization/Applicant SOMMER SPORTS EVENTS

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 # 87-1801360

Event Contact MICHELLE CRASKE Email MICHELLE@SOMMERSPORTS.COM
Day Phone 352-394-1320 Cell Phone 352-988-9485
Address 1271 COMMONS COURT City CLERMONT State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: Well loved event featuring the South Lake Trail along Lake Minneola, allowing athletes a flat and fast course with entertainment along the way.

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

Please choose (See Pages 5-6) A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

Please be sure to attach a Site Plan - Failure to do so results in incomplete application and will not be reviewed.

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* 10x10

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

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

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

Fire Inspectors will be required for food vendors at the cost of the event organizer.

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

Law Enforcement Stand-by Requested: ☒ Yes ☐ No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Fire Department Support Requested: ☐ Fire Boat ☒ Fire / EMS Cart ☐ Public Education

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

Describe: Announcer

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

If Yes, please provide a water safety plan for review by the Clermont Fire Department.
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 LAKE MINNEOLA HALF MARATHON/10K/5K
 DATE OF EVENT: MARCH 22, 2026
 EVENT CONTACT: MICHELLE CRASKE
 REFUND MAILING ADDRESS: 1271 COMMONS COURT
 Street Address
 CLERMONT FL 34711
 City ST Zip
 CELL PHONE: 352-988-9485

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				
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$56.25	\$56.25	4 hr. min, Per Officer	
Fire/ EMS Med Cart	\$150	\$150	4 hr. min, 2 staff min	
Fire Boat in the Water	\$300	\$300	Per Hour	
Fire Inspector	\$75	\$75	3 hr. min	
				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.

M. Craske

Applicant's Signature

V.P.

Title

Michelle Craske

Printed Name

6/2/25

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.

MAP 1



MAP 2



MAP 3



APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.*
- *Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.*
- *Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.*
- *Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.*
- *Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.*
- *Applicant may be required to submit a list of participating vendors.*

South Lake Trail

- *It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.*

FOOD SERVICE REQUIREMENTS

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.*
- *No glass containers are allowed.*
- *Health and Safety: Vendors selling any food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>.*
- *Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.*
- *Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).*

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- *Valid liquor license*
- *Valid liquor liability insurance*
- *Customer identification method for alcohol distribution*
- *City of Clermont alcohol application*
- *For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.*
- *Alcohol must be stopped from serving half hour before the event end time.*

SECURITY REQUIREMENTS

- *For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.*
- *Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.*
- *The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.*

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☐ 9. Site Plan
- ☐ 10. FLDEP Approval (if applicable)
- ☐ 11. Lake County Application (if applicable)

THE FOLLOWING ITEMS MUST BE NOTED ON YOUR SITE PLAN

Maximum Size of 8 ½ x 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms



HIGHLANDER BUILDING RENTAL APPLICATION

Today's Date June 2, 2026

Name of Event AdventHealth Lake Minnieda Half/10k/5k

Date(s) of Rental Sat 3/21/2026 - Sun 3/22/2026 Estimated Attendance: 1000

Rental Start Time: Sat 9am Rental End Time: Sun - 2pm

Name of Organization/Applicant SOMMER SPORTS EVENTS

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

Check Type of Organization ☐ Not for Profit ☐ Resident ☐ Non Resident ☒ Business

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 # _____ Website www.sommersportsevents.com

Event Contact 352-394-1320 Email MICHELLE@SOMMERSPORTS.COM

Day Phone 352-394-1320 Cell Phone 352-988-9485

Address 1271 COMMONS COURT City Clermont State FL Zip 34711

Secondary Contact Fred Sommer Phone # 352-636-2942

Briefly Describe Event: Endurance event at Waterfront Park. Highlander Building used for packet pickup/registration

Will there be any outside vendors, businesses, groups, etc. participating/involved? ☐ Yes ☒ No

If yes, please list each company: _____

All vendors must provide a valid Certificate of Insurance and License prior to rental.

Will there be food at the event? ☒ Yes ☐ No Admission Fee: ☒ Yes ☐ No

Will there be alcohol at the event? ☒ Yes* ☐ No **If yes, an alcohol request form must be submitted and approved prior to your event. Violation of this policy will result in forfeiture of your deposit and immediate cancellation of your rental.*

Clermont Police Officer time requirement: 7:00 to 11:00 pm.

ITEM	RESIDENT / NON PROFIT	NON RESIDENT	COMMENTS	TOTAL
Application Fee	\$10	\$10	Non-refundable	\$10
Security Deposit	\$150	\$150	Refundable	\$150
Highlander Rental-Per Hour	\$60	\$125	2 hour minimum	
Extra Detail Clermont Police *When Required.	Rate of \$52.00 per hour.		4 hour minimum	
			Subtotal	
			Tax Sales	
			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 (501c3)*

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.

CERTIFICATE OF INSURANCE

A Certificate of Insurance is required from the Applicant as follows:

- For any event or facility rental by a business or organization, both for-profit and non-profit
- For any event or facility rental that is open to the general public
- To serve alcohol in any city facility or property

A Certificate of Insurance may be requested:

- From a vendor that provides equipment (or similar items such as a tent, platform or stage, scissor lift, bounce house, etc.) to an event or facility
- Utilizing a generator or other potentially dangerous item
- Under any other condition the City determines reasonable and necessary

The COI must be submitted a minimum of 72 hours prior to the event date, listing the City of Clermont as additionally insured. If the COI is not submitted as required, the city reserves the right to cancel the rental.

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/Facility by the User, its agents, servants, invitees, and guests under this license.

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/facility.

There is no parking allowed at any place of business or residence near the park/facility unless written permission is granted by each individual owner in advance.

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

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

Name of User (printed): MICHELLE CRASKE

Group Representing: SOMMER SPORTS EVENTS

User Signature

Date

City of Clermont Employee Signature

Date

City of Clermont
Parks & Recreation Department
Clermont City Center
620 W Montrose St, Clermont, FL 34711
(352) 708-5915 Office
WWW.CLERMONTFL.GOV

City of Clermont

Alcohol Permit Request Form



Today's Date 6/2/2025

Name of Organization/Applicant Sommer Sports Events

Name of Event Adventure Health Lake Minnieda Half Marathon/5K

Date(s) of Event Sun 3/22/2026

Rental Location Waterfront Park

Anticipated attendance 1800

Event Start Time 7AM

Event End Time 2pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancelation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature Michelle Craske Date 6/2/2025

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED

Extra-Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



When:

Sunday, March 22, 2026

Start Times:

Half Marathon - 7:00 AM; 10K - 7:10 AM; 5K - 7:20 AM

Race Venue:

Waterfront Park, 100 3rd Street, Clermont, FL, 34711

Distances:

Half Marathon (13.1 miles), 10K (6.2 miles), 5K (3.1 miles)

Course: Half Marathon - Flat and fast run out and back run on the South Lake Trail and alongside portions of Lake Minneola; 10K & 5K - Flat and fast out and back course on the South Lake Trail. Course support and Aid Stations will be available for 4 hours, but the finish line will be open until the final participant is finished.



BE IN **PIRING**
summer sports events



Lake Minneola Half Marathon

ROUTE INFORMATION



ROUTE LENGTH 13.113 miles

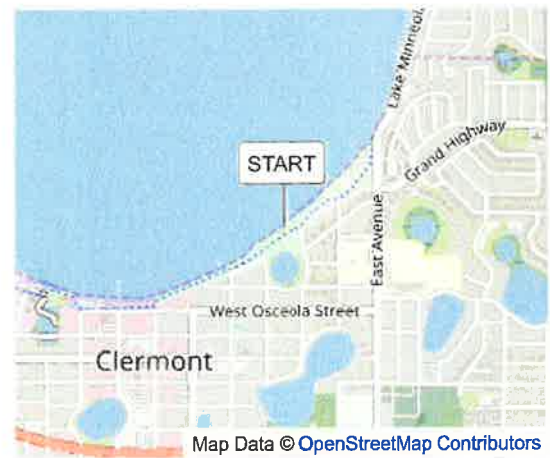
ASCENT 282 ft

DESCENT 282 ft

HILLS ⬆ 26.1% | ⬇ 26.9% | ➡ 47.0%

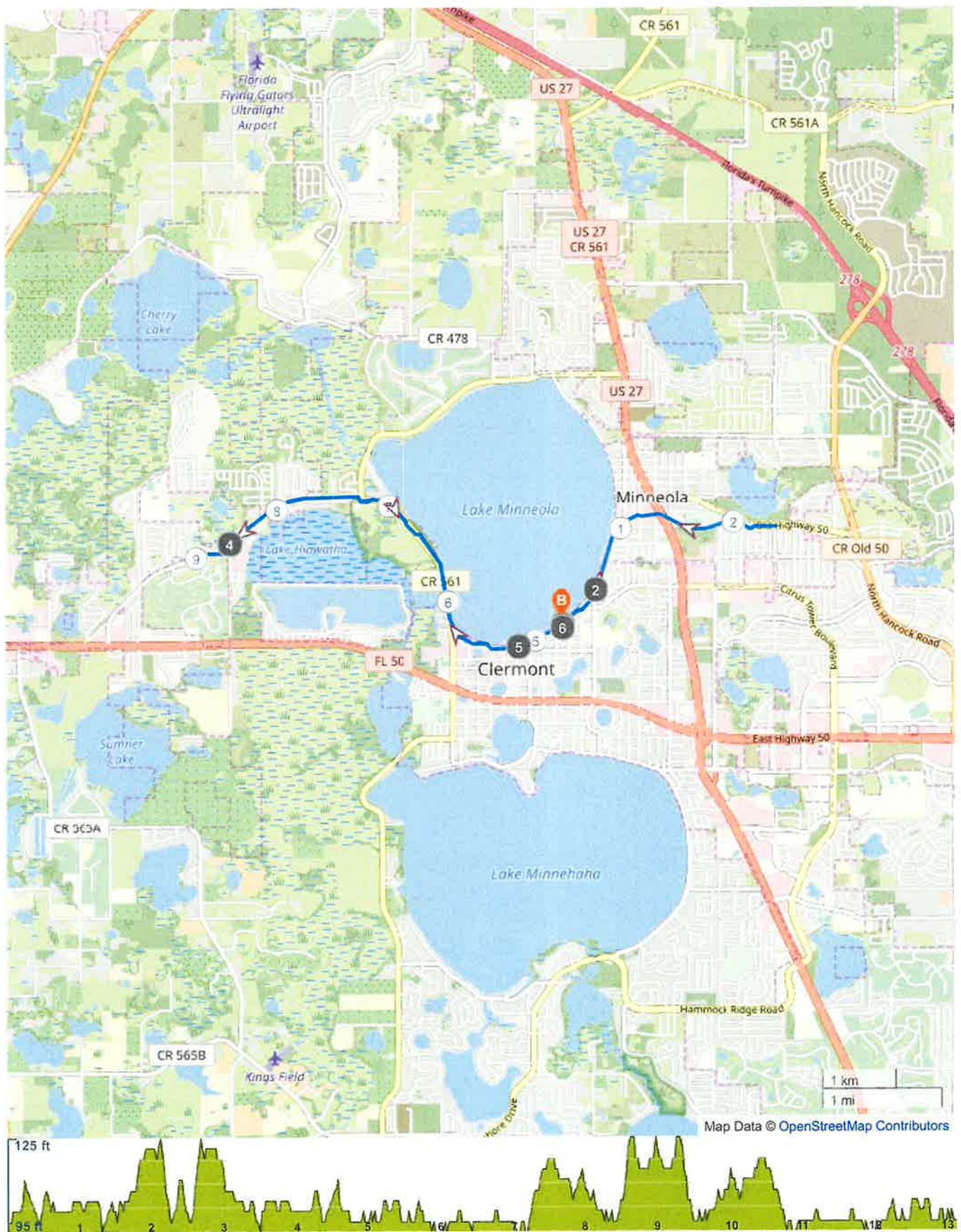
TERRAIN Off-Road 🌲

START **LAT: 28.560441, LNG: -81.760811**



NOTES

Lake Minneola Half Marathon



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on South Lake Trail
2	0.436		Keep right onto South Lake Trail
3	5.147	↰	Keep left onto South Lake Trail
4	9.381	↗	Keep right onto South Lake Trail
5	12.711	↗	Turn slight right onto South Lake Trail
6	13.113		FINISH



Lake Minneola 10k

ROUTE INFORMATION

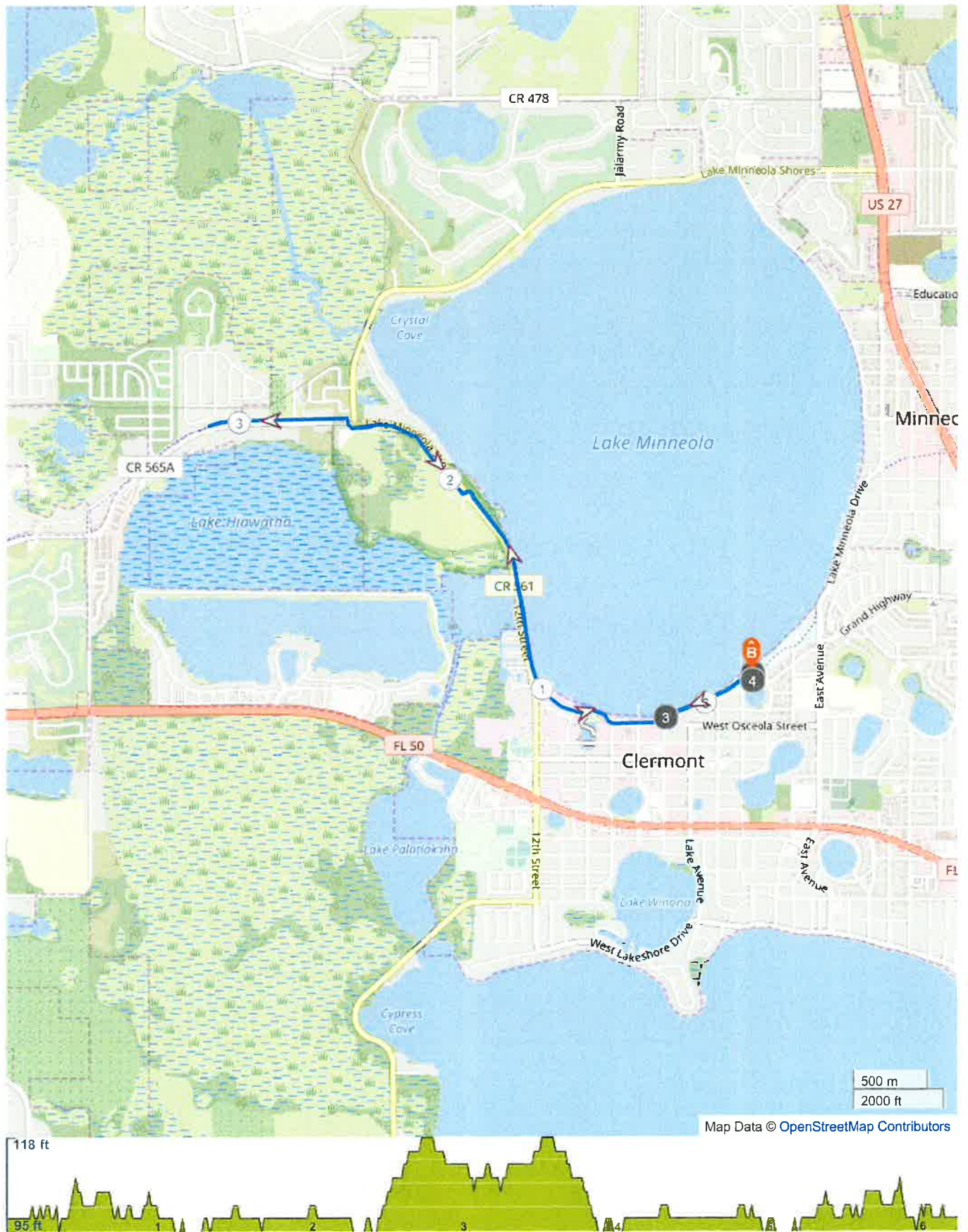


ROUTE LENGTH	6.225 miles
ASCENT	91 ft
DESCENT	91 ft
HILLS	⬆ 21.6% ⬇ 22.5% ➡ 55.9%
TERRAIN	Off-Road 🌲
START	LAT: 28.560436, LNG: -81.760819



NOTES

Lake Minneola 10k



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on
2	0.406	↰	Keep left onto South Lake Trail
3	5.828	↱	Turn slight right onto South Lake Trail
4	6.225		FINISH



Lake Minneola 5k

ROUTE INFORMATION



ROUTE LENGTH 3.111 miles

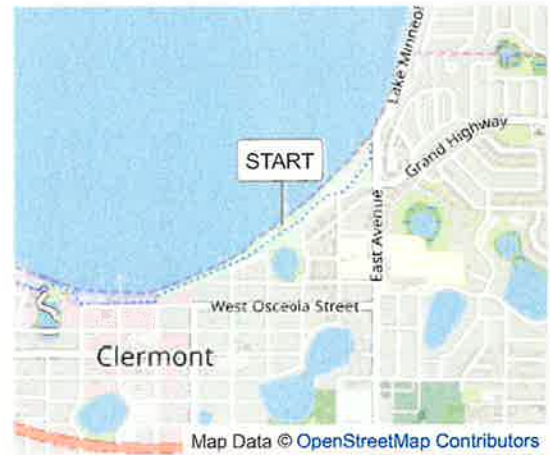
ASCENT 55 ft

DESCENT 55 ft

HILLS ⬆ 27.3% | ⬇ 25.5% | ➡ 47.3%

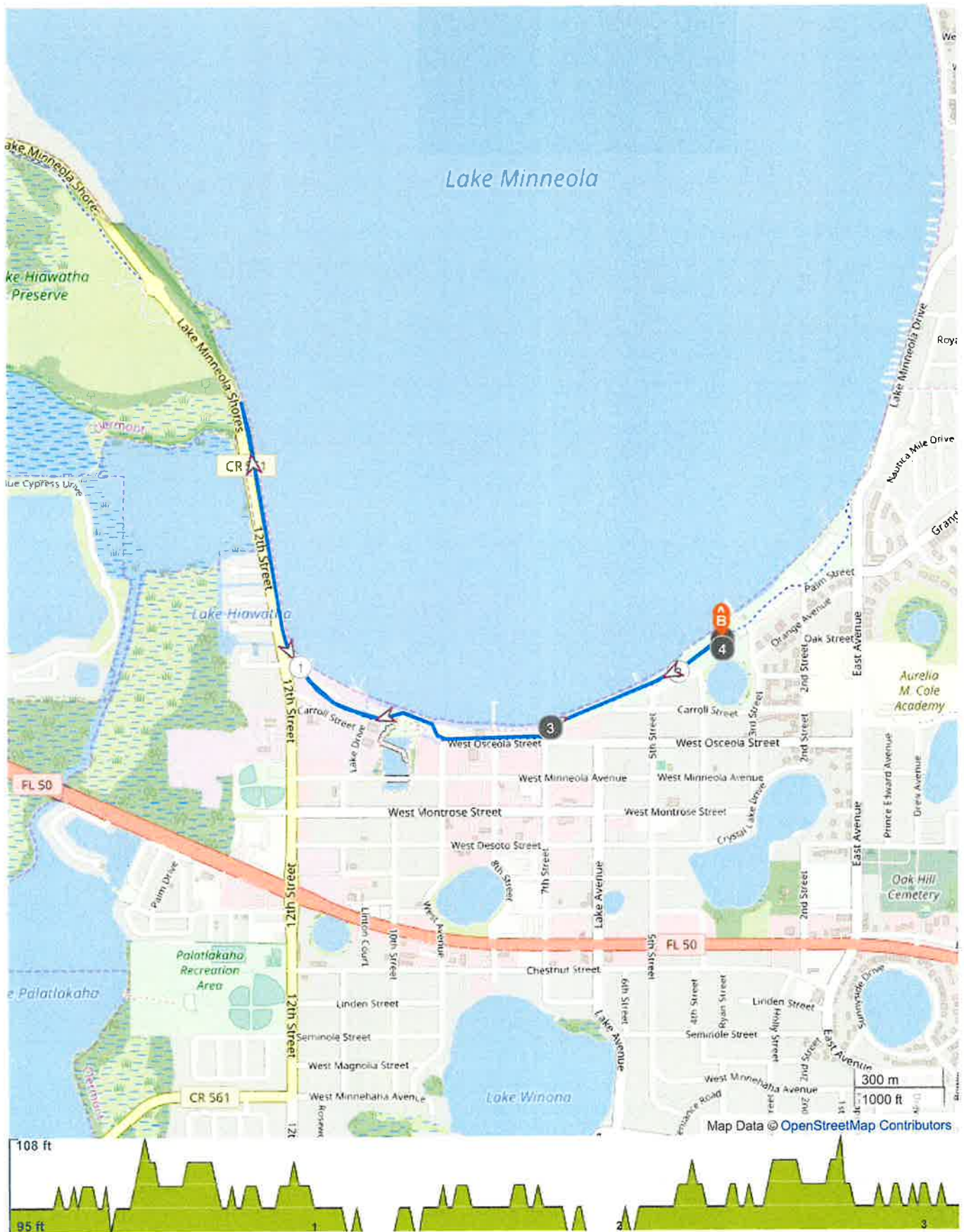
TERRAIN Off-Road 🌲

START **LAT: 28.560415, LNG: -81.760853**



NOTES

Lake Minneola 5k



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on
2	0.403	↩	Keep left onto South Lake Trail
3	2.713	↗	Turn slight right onto South Lake Trail
4	3.111		FINISH



EVENT DATE:
SATURDAY, MAY 9, 2026

Permit Dates:
Friday May 8, 2026 – Saturday May 9, 2026





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date MAY 30, 2025
Name of Event ADVENTHEALTH GIRLZ ON FIRE TRIATHLON/5K
Date(s) of Event SATURDAY MAY 9, 2026 Estimated Attendance: 500
Event Start Time: 7AM Event End Time: 11AM
Before Event Setup Time: Thursday 5/7/26 9AM After Event Cleanup Time: SATURDAY 5/9/26 12PM

Name of Organization/Applicant SOMMER SPORTS EVENTS
Check Type of Organization: ☐ Resident ☐ Non-Resident ☐ Non-Profit ☒ Business
The refundable deposit will be made payable and mailed to the name and address of the applicant listed

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 # 87-1801360

Event Contact MICHELLE CRASKE Email MICHELLE@SOMMERSPORTS.COM
Day Phone 352-394-1320 Cell Phone 352-988-9485
Address 1271 COMMONS COURT City CLERMONT State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: Mother's Day Triathlon/5K just for the Ladies. Featuring a Sprint Triathlon and standalone 5K event.

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

Please choose (See Pages 5-6) A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

Please be sure to attach a Site Plan - Failure to do so results in incomplete application and will not be reviewed.

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* 10x10

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

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

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

Fire Inspectors will be required for food vendors at the cost of the event organizer.

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

Law Enforcement Stand-by Requested: ☒ Yes ☐ No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Fire Department Support Requested: ☒ Fire Boat ☒ Fire / EMS Cart Public Education

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

Describe: Announcer

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

If Yes, please provide a water safety plan for review by the Clermont Fire Department.
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 GIRLZ ON FIRE TRIATHLON
 DATE OF EVENT: MAY 9, 2026
 EVENT CONTACT: MICHELLE CRASKE
 REFUND MAILING ADDRESS: 1271 COMMONS COURT
 Street Address
 CLERMONT FL 34711
 City ST Zip
 CELL PHONE: 352-988-9485

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				
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$56.25	\$56.25	4 hr. min, Per Officer	
Fire/ EMS Med Cart	\$150	\$150	4 hr. min, 2 staff min	
Fire Boat in the Water	\$300	\$300	Per Hour	
Fire Inspector	\$75	\$75	3 hr. min	
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.



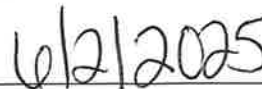
Applicant's Signature



Title



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.

MAP 1



MAP 2



MAP 3



APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.*
- *Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.*
- *Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.*
- *Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.*
- *Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.*
- *Applicant may be required to submit a list of participating vendors.*

South Lake Trail

- *It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.*

FOOD SERVICE REQUIREMENTS

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.*
- *No glass containers are allowed.*
- *Health and Safety: Vendors selling **any** food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>.*
- *Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.*
- *Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).*

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- *Valid liquor license*
- *Valid liquor liability insurance*
- *Customer identification method for alcohol distribution*
- *City of Clermont alcohol application*
- *For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.*
- *Alcohol must be stopped from serving half hour before the event end time.*

SECURITY REQUIREMENTS

- *For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.*
- *Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.*
- *The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.*

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☐ 9. Site Plan
- ☐ 10. FLDEP Approval *(if applicable)*
- ☐ 11. Lake County Application *(if applicable)*

THE FOLLOWING ITEMS MUST BE NOTED ON YOUR SITE PLAN

Maximum Size of 8 ½ x 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms



HIGHLANDER BUILDING RENTAL APPLICATION

Today's Date June 2, 2025
Name of Event Adventhealth Gritz on fire Triathlon/sk
Date(s) of Rental Friday 5/8/26 - 9am - Sat 5/9/26 2pm Estimated Attendance: 500
Rental Start Time: Friday 9am Rental End Time: Saturday 2pm
Name of Organization/Applicant SOMMER SPORTS EVENTS

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

Check Type of Organization ☐ Not for Profit ☐ Resident ☐ Non Resident ☒ Business

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 # _____ Website www.sommersportsevents.com
Event Contact 352-394-1320 Email MICHELLE@SOMMERSPORTS.COM
Day Phone 352-394-1320 Cell Phone 352-988-9485
Address 1271 COMMONS COURT City Clermont State FL Zip 34711
Secondary Contact Fred Sommer Phone # 352-636-2942
Briefly Describe Event: Endurance event at Waterfront Park. Highlander Building used for packet pickup/registration

Will there be any outside vendors, businesses, groups, etc. participating/involved? ☐ Yes ☒ No

If yes, please list each company: _____

All vendors must provide a valid Certificate of Insurance and License prior to rental.

Will there be food at the event? ☒ Yes ☐ No Admission Fee: ☒ Yes ☐ No

Will there be alcohol at the event? ☒ Yes* ☐ No **If yes, an alcohol request form must be submitted and approved prior to your event. Violation of this policy will result in forfeiture of your deposit and immediate cancellation of your rental.*

Clermont Police Officer time requirement: 530 AM to 930 AM.

ITEM	RESIDENT / NON PROFIT	NON RESIDENT	COMMENTS	TOTAL
Application Fee	\$10	\$10	Non-refundable	\$10
Security Deposit	\$150	\$150	Refundable	\$150
Highlander Rental-Per Hour	\$60	\$125	2 hour minimum	
Extra Detail Clermont Police *When Required.	Rate of \$52.00 per hour.		4 hour minimum	
			Subtotal	
			Tax Sales	
			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 (501c3)*

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.

CERTIFICATE OF INSURANCE

A Certificate of Insurance is required from the Applicant as follows:

- For any event or facility rental by a business or organization, both for-profit and non-profit
- For any event or facility rental that is open to the general public
- To serve alcohol in any city facility or property

A Certificate of Insurance may be requested:

- From a vendor that provides equipment (or similar items such as a tent, platform or stage, scissor lift, bounce house, etc.) to an event or facility
- Utilizing a generator or other potentially dangerous item
- Under any other condition the City determines reasonable and necessary

The COI must be submitted a minimum of 72 hours prior to the event date, listing the City of Clermont as additionally insured. If the COI is not submitted as required, the city reserves the right to cancel the rental.

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/Facility by the User, its agents, servants, invitees, and guests under this license.

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/facility.

There is no parking allowed at any place of business or residence near the park/facility unless written permission is granted by each individual owner in advance.

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

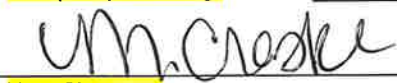
I have read the rules and regulations and fully understand them. I accept responsibility and insure that all members and guests will honor and abide by the above conditions.

Name of User (printed):

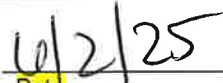
MICHELLE CRASKE

Group Representing:

SOMMER SPORTS EVENTS



User Signature



Date

City of Clermont Employee Signature

Date

City of Clermont
Parks & Recreation Department
Clermont City Center
620 W Montrose St, Clermont, FL 34711
(352) 708-5915 Office
WWW.CLERMONTFL.GOV

City of Clermont



Alcohol Permit Request Form

Today's Date June 2, 2025

Name of Organization/Applicant Sommer Sports Events

Name of Event Adventure Health Girlz on Fire Triathlon/5K Date(s) of Event 5/9/2026

Rental Location Waterfront Park Anticipated attendance 500

Event Start Time 7am Event End Time 11am

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancellation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature UM Craske Date 6/2/25

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED
Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



Event Timetable*:

* Subject to Change

Friday, May 7, 2026

4:00 pm – 7:00 pm Packet Pick-up at the Highlander Building,
Clermont Waterfront Park, 100 3rd Street, Clermont, FL 34711

Saturday, May 8, 2026

5:30 am Transition Area Opens

5:30 am– 7:30 am Packet Pick-up at the Highlander Pavilion,
Clermont Waterfront Park, 100 3rd Street, Clermont, FL 34711

7:20 am Transition Area Closed

7:30 am Sprint Triathlon Start (by waves)

7:45 am 5K Run/Walk Start!



OUTDOOR VENUE LAYOUT





Stage is used for the Awards Presentation

Highlander Building is used for Packet Pickup



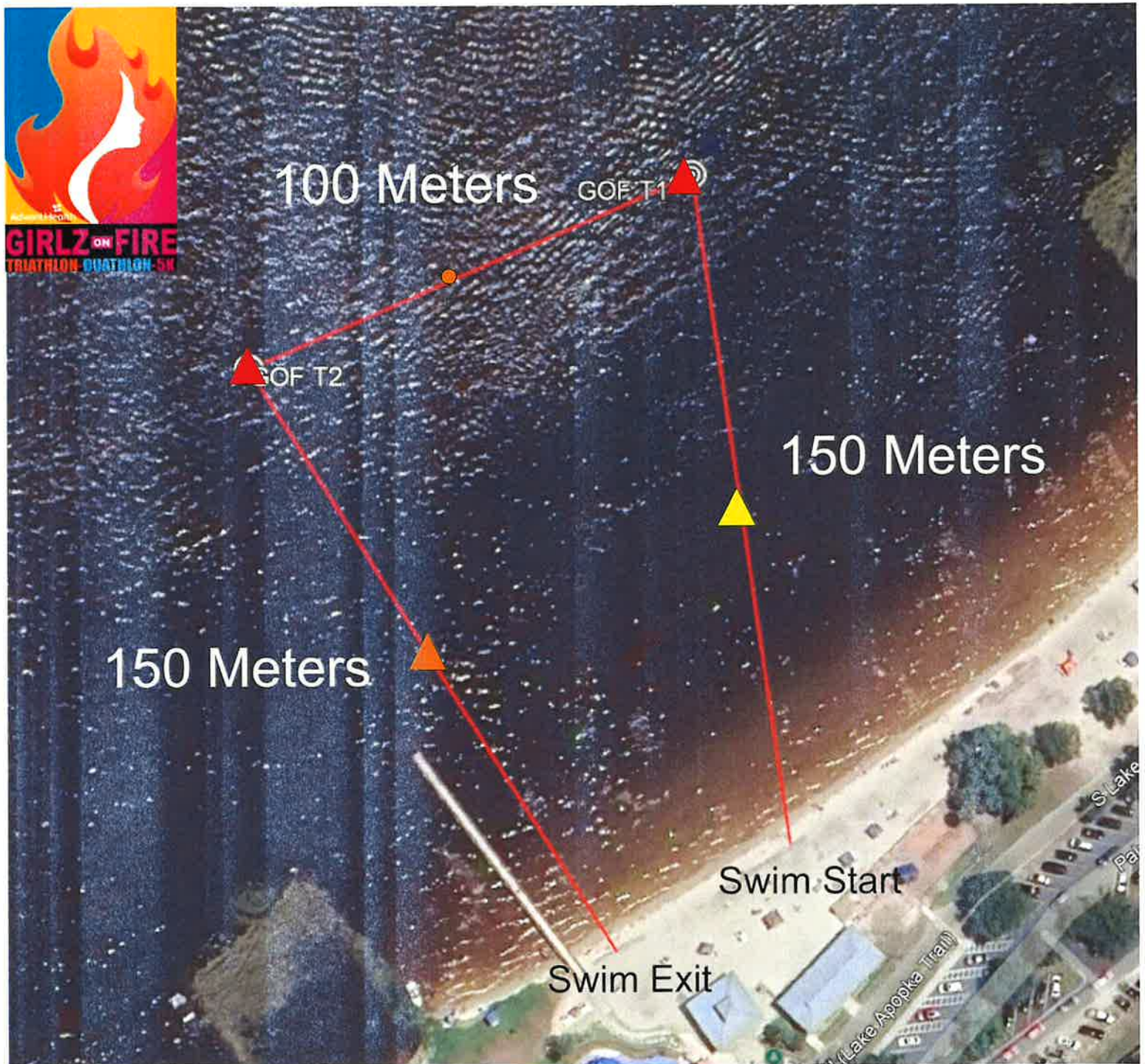


BEACH AREA USED FOR THE SWIM PORTION OF THE TRIATHLON

SETUP OF THE BARICADES AND FINISH LINE ARE SETUP THE DAY BEFORE EVENT (AFTERNOON)



Girlz on Fire Swim Course





RACEJOY SPRINT BIKE COURSE

ROUTE INFORMATION



ROUTE LENGTH 8.179 miles

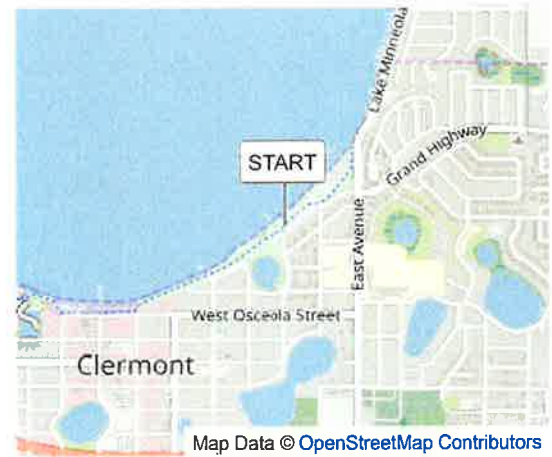
ASCENT 275 ft

DESCENT 272 ft

HILLS ⬆ 31.5% | ⬇ 31.5% | ➡ 37.0%

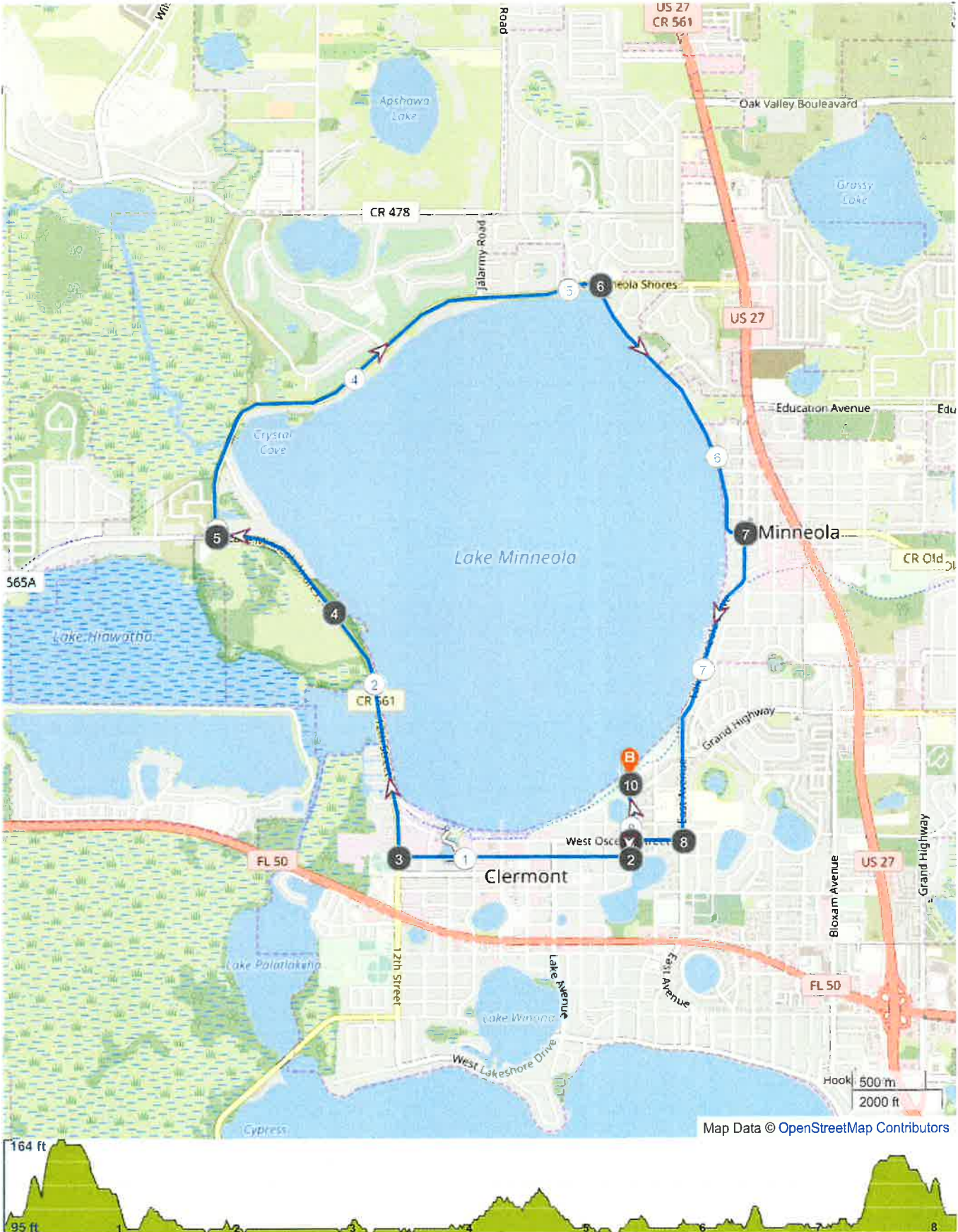
TERRAIN Road **A**

START **LAT: 28.560712, LNG: -81.759817**



NOTES

RACEJOY SPRINT BIKE COURSE



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on Palm Street
2	0.311	➔	Turn right onto W Minneola Ave
3	1.270	➔	Turn right onto 12th Street
4	2.343	⤵	At roundabout, take exit 1 onto Lake Minneola Shores
5	2.965	➔	Turn right onto CR 561
6	5.138	➔	Turn right onto Lake Drive
7	6.391	➔	Turn right onto South Main Avenue
8	7.727	➔	Turn right onto West Osceola Street
9	7.942	➔	Turn right onto 3rd Street
10	8.179		FINISH



Girlz On Fire 5K Run Course

ROUTE INFORMATION



ROUTE LENGTH 3.091 miles

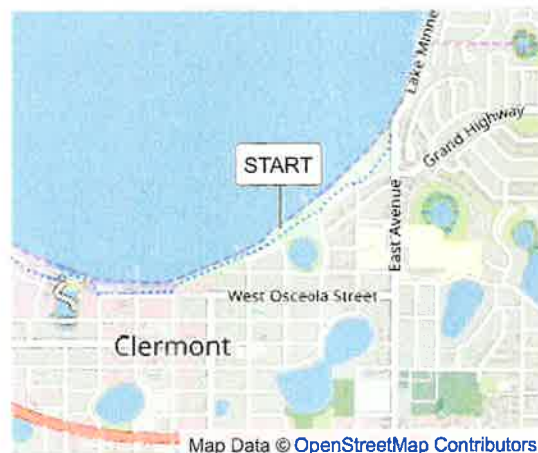
ASCENT 42 ft

DESCENT 45 ft

HILLS ⬆ 23.6% | ⬇ 23.6% | ➡ 52.7%

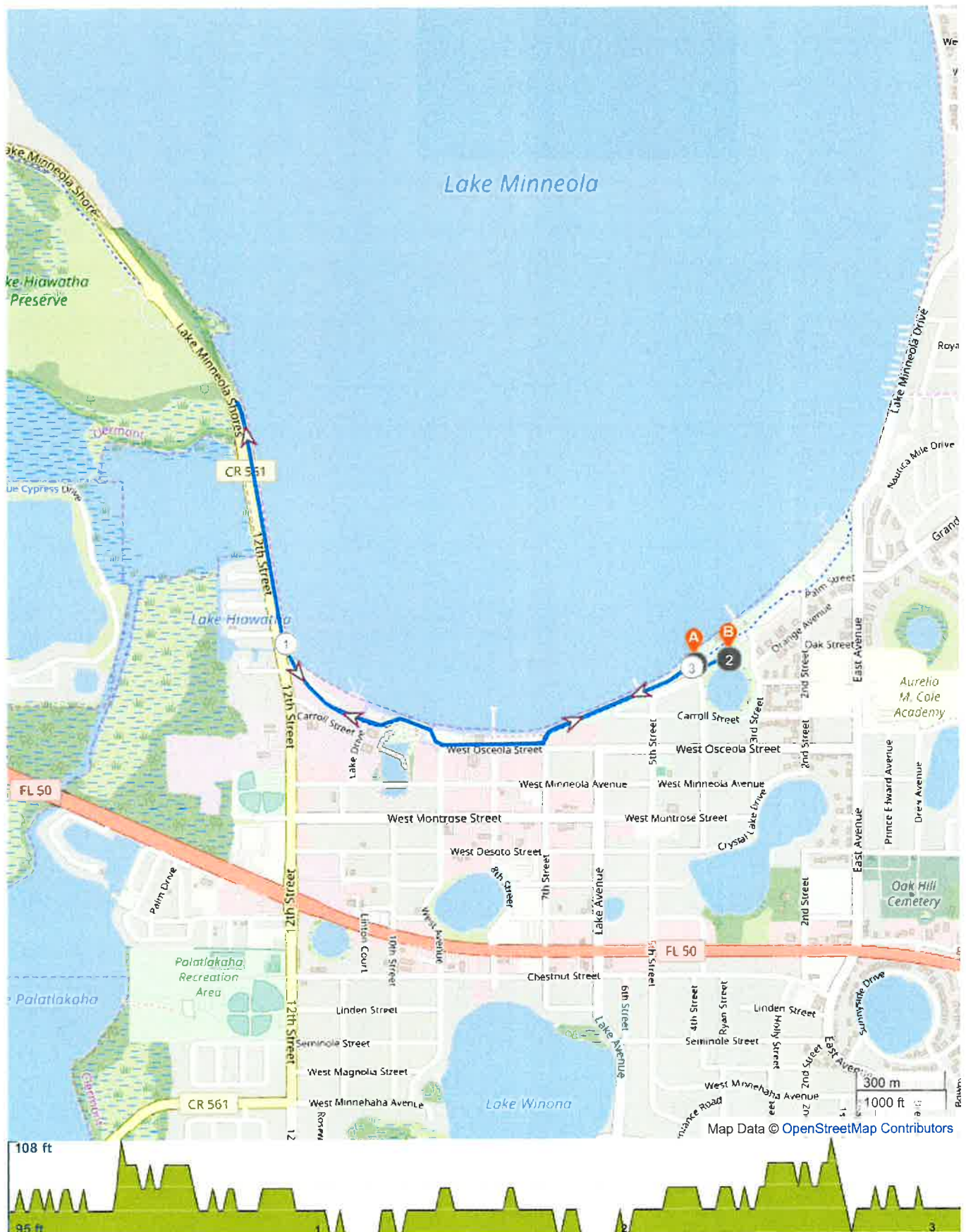
TERRAIN Mixed

START **LAT: 28.559830, LNG: -81.761810**



NOTES

Girlz On Fire 5K Run Course



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start near 436 Lake Minneola Dr, Clermont, FL 34711, USA
2	3.091		FINISH



EVENT DATE:

SUNDAY, JUNE 14, 2026

Permit Dates:

Friday June 12, 2026 – Sunday June 14, 2026





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date MAY 30, 2025
Name of Event ADVENTHEALTH COOL SOMMER MORNINGS TRI/5K #1
Date(s) of Event SUNDAY JUNE 14, 2026 Estimated Attendance: 1000
Event Start Time: 7AM Event End Time: 1PM
Before Event Setup Time: FRIDAY 6/12/26 9AM After Event Cleanup Time: SUNDAY 6/14/26 4PM
Name of Organization/Applicant SOMMER SPORTS EVENTS

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 # 87-1801360

Event Contact MICHELLE CRASKE Email MICHELLE@SOMMERSPORTS.COM

Day Phone 352-394-1320 Cell Phone 352-988-9485

Address 1271 COMMONS COURT City CLERMONT State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: The 40th Year of the Summer Triathlon Series
featuring an international (Olympic) distance triathlon, Sprint Triathlon and
5K

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

Please choose (See Pages 5-6) A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

Please be sure to attach a Site Plan - Failure to do so results in incomplete application and will not be reviewed.

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* 10x10

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

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

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

Fire Inspectors will be required for food vendors at the cost of the event organizer.

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

Law Enforcement Stand-by Requested: ☒ Yes ☐ No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Fire Department Support Requested: ☒ Fire Boat ☒ Fire / EMS Cart Public Education

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

Describe: Announcer

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

If Yes, please provide a water safety plan for review by the Clermont Fire Department.
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 COOL SOMMER MORNINGS TRI/5K #1		
DATE OF EVENT:	JUNE 14, 2026		
EVENT CONTACT:	MICHELLE CRASKE		
REFUND MAILING ADDRESS:	1271 COMMONS COURT		
	Street Address		
	CLERMONT	FL	34711
	City	ST	Zip
CELL PHONE:	352-988-9485		

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				
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$56.25	\$56.25	4 hr. min, Per Officer	
Fire/ EMS Med Cart	\$150	\$150	4 hr. min, 2 staff min	
Fire Boat in the Water	\$300	\$300	Per Hour	
Fire Inspector	\$75	\$75	3 hr. min	
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*

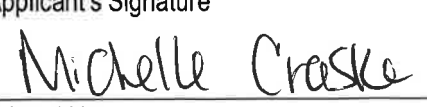
All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

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

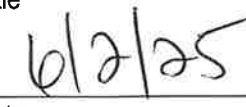
The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all 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.



 Applicant's Signature


 Printed Name



 Title


 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.

MAP 1



MAP 2



MAP 3



APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.*
- *Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.*
- *Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.*
- *Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.*
- *Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.*
- *Applicant may be required to submit a list of participating vendors.*

South Lake Trail

- *It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.*

FOOD SERVICE REQUIREMENTS

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.*
- *No glass containers are allowed.*
- *Health and Safety: Vendors selling **any** food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>.*
- *Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.*
- *Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).*

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- *Valid liquor license*
- *Valid liquor liability insurance*
- *Customer identification method for alcohol distribution*
- *City of Clermont alcohol application*
- *For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.*
- *Alcohol must be stopped from serving half hour before the event end time.*

SECURITY REQUIREMENTS

- *For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.*
- *Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.*
- *The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.*

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☐ 9. Site Plan
- ☐ 10. FLDEP Approval *(if applicable)*
- ☐ 11. Lake County Application *(if applicable)*

THE FOLLOWING ITEMS MUST BE NOTED ON YOUR SITE PLAN

Maximum Size of 8 ½ x 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms



HIGHLANDER BUILDING RENTAL APPLICATION

Today's Date June 2, 2025
Name of Event AdventHealth Cool Summer Mornings Triathlon / 5k
Date(s) of Rental Fri 6/12/2026 Estimated Attendance: 1000
Rental Start Time: 9:00 pm Rental End Time: Sun 6/14/26 @ 4pm.
Name of Organization/Applicant SOMMER SPORTS EVENTS

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

Check Type of Organization ☐ Not for Profit ☐ Resident ☐ Non Resident ☒ Business

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 # _____ Website www.sommersportsevents.com
Event Contact 352-394-1320 Email MICHELLE@SOMMERSPORTS.COM
Day Phone 352-394-1320 Cell Phone 352-988-9485
Address 1271 COMMONS COURT City Clermont State FL Zip 34711
Secondary Contact Fred Sommer Phone # 352-636-2942
Briefly Describe Event: Endurance event at Waterfront Park. Highlander Building used for packet

pickup/registration

Will there be any outside vendors, businesses, groups, etc. participating/involved? ☐ Yes ☒ No

If yes, please list each company: _____

All vendors must provide a valid Certificate of Insurance and License prior to rental.

Will there be food at the event? ☒ Yes ☐ No Admission Fee: ☒ Yes ☐ No

Will there be alcohol at the event? ☒ Yes* ☐ No **If yes, an alcohol request form must be submitted and approved prior to your event. Violation of this policy will result in forfeiture of your deposit and immediate cancellation of your rental.*

Clermont Police Officer time requirement: 530 AM to 930 AM

ITEM	RESIDENT / NON PROFIT	NON RESIDENT	COMMENTS	TOTAL
Application Fee	\$10	\$10	<i>Non-refundable</i>	\$10
Security Deposit	\$150	\$150	<i>Refundable</i>	\$150
Highlander Rental-Per Hour	\$60	\$125	<i>2 hour minimum</i>	
Extra Detail Clermont Police *When Required.	Rate of \$52.00 per hour.		<i>4 hour minimum</i>	
			Subtotal	
			Tax Sales	
			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 (501c3)*

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.

CERTIFICATE OF INSURANCE

A Certificate of Insurance is required from the Applicant as follows:

- For any event or facility rental by a business or organization, both for-profit and non-profit
- For any event or facility rental that is open to the general public
- To serve alcohol in any city facility or property

A Certificate of Insurance may be requested:

- From a vendor that provides equipment (or similar items such as a tent, platform or stage, scissor lift, bounce house, etc.) to an event or facility
- Utilizing a generator or other potentially dangerous item
- Under any other condition the City determines reasonable and necessary

The COI must be submitted a minimum of 72 hours prior to the event date, listing the City of Clermont as additionally insured. If the COI is not submitted as required, the city reserves the right to cancel the rental.

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/Facility by the User, its agents, servants, invitees, and guests under this license.

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/facility.

There is no parking allowed at any place of business or residence near the park/facility unless written permission is granted by each individual owner in advance.

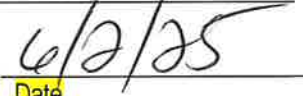
I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities,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

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

Name of User (printed): MICHELLE CRASKE

Group Representing: SOMMER SPORTS EVENTS


User Signature


Date

City of Clermont Employee Signature

Date

City of Clermont
Parks & Recreation Department
Clermont City Center
620 W Montrose St, Clermont, FL 34711
(352) 708-5915 Office
WWW.CLERMONTFL.GOV

City of Clermont

Alcohol Permit Request Form



Today's Date 6/2/2025

Name of Organization/Applicant Sommer Sports Events

Name of Event Adventhealth Cool Sommer Mornings Triathlon/5k #1 Date(s) of Event Sun 6/14/2026

Rental Location Waterfront Park

Anticipated attendance 1000

Event Start Time 7AM

Event End Time 2pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancellation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Crooke Date 6/2/25

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED

Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711

5' Tetrahedron Buoys
2' Cylindrical Buoy



SummerSportsEvents.com

100 Meters

150 Meters

150 Meters

65 METERS
TURN FOR SUPER SPRINT

70 METERS

65 METERS
TURN FOR SUPER SPRINT

START

EXIT

LAP 2
INTERMEDIATE

BE INSPIRING
summer sports events

.25 MILE SWIM COURSE

COUNTERCLOCKWISE SWIM - SWIMMERS KEEP ALL BUOYS ON THEIR LEFT

SPRINT - 400 METERS

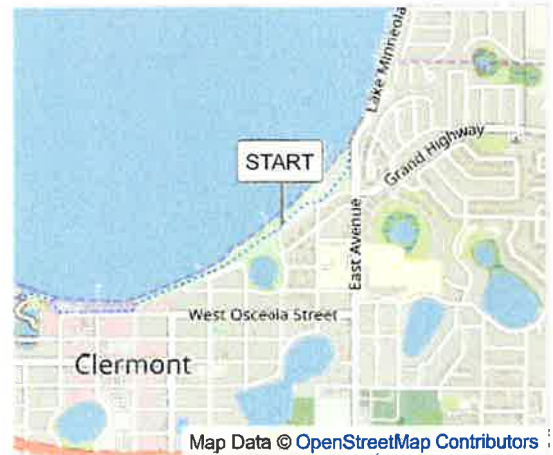


RACEJOY SPRINT BIKE COURSE

ROUTE INFORMATION

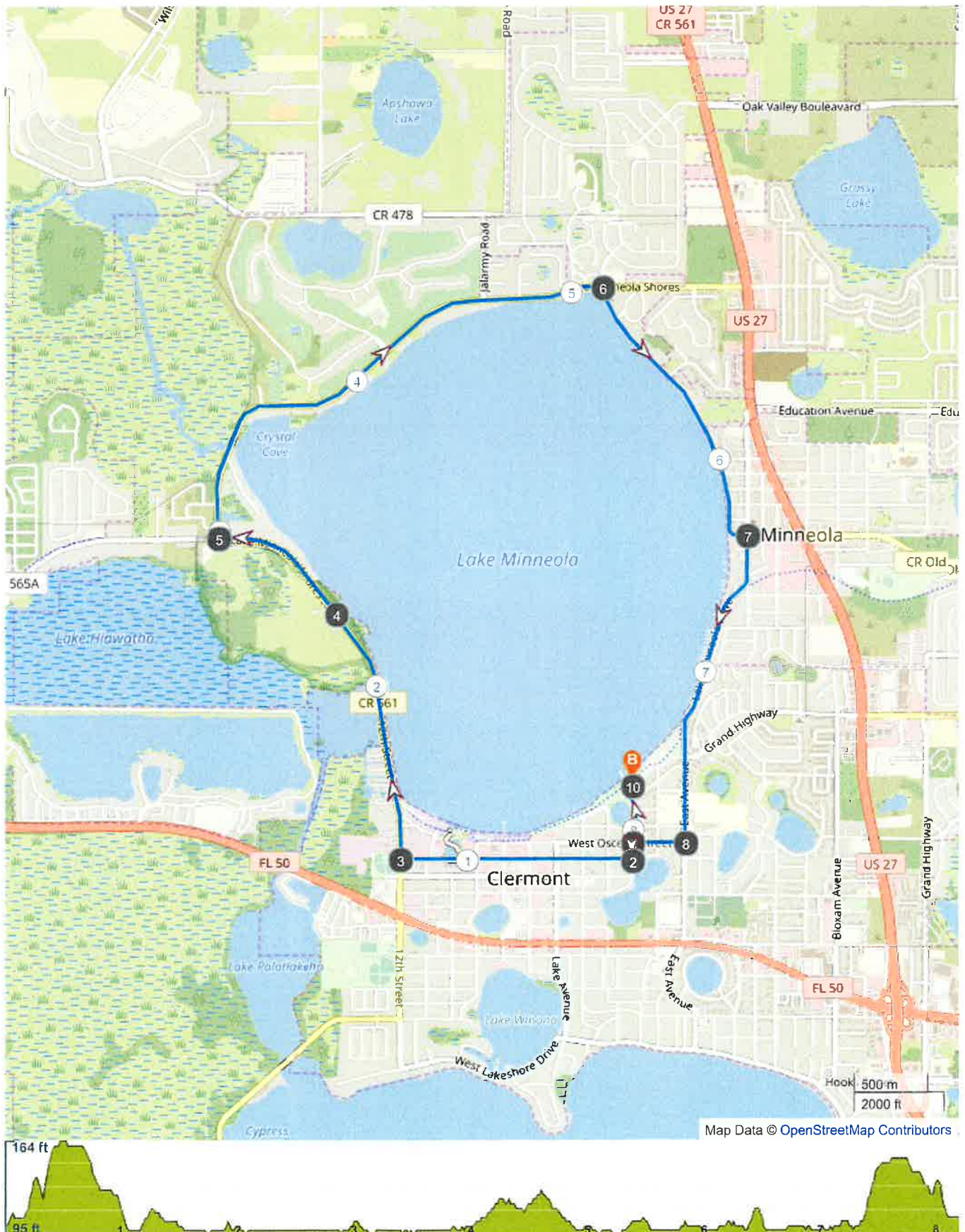


ROUTE LENGTH	8.179 miles
ASCENT	275 ft
DESCENT	272 ft
HILLS	⬆ 31.5% ⬇ 31.5% ➡ 37.0%
TERRAIN	Road A
START	LAT: 28.560712, LNG: -81.759817



NOTES

RACEJOY SPRINT BIKE COURSE



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on Palm Street
2	0.311	➔	Turn right onto W Minneola Ave
3	1.270	➔	Turn right onto 12th Street
4	2.343	⤵	At roundabout, take exit 1 onto Lake Minneola Shores
5	2.965	➔	Turn right onto CR 561
6	5.138	➔	Turn right onto Lake Drive
7	6.391	➔	Turn right onto South Main Avenue
8	7.727	➔	Turn right onto West Osceola Street
9	7.942	➔	Turn right onto 3rd Street
10	8.179		FINISH



Cool Sommer Mornings 5K Run Course

ROUTE INFORMATION



ROUTE LENGTH 3.091 miles

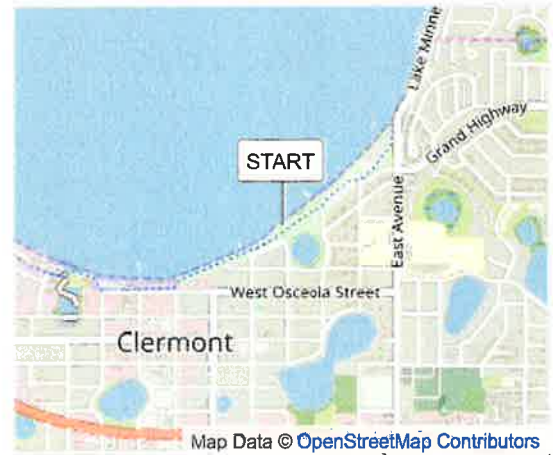
ASCENT 42 ft

DESCENT 45 ft

HILLS ⬆ 23.6% | ⬇ 23.6% | ➡ 52.7%

TERRAIN Mixed

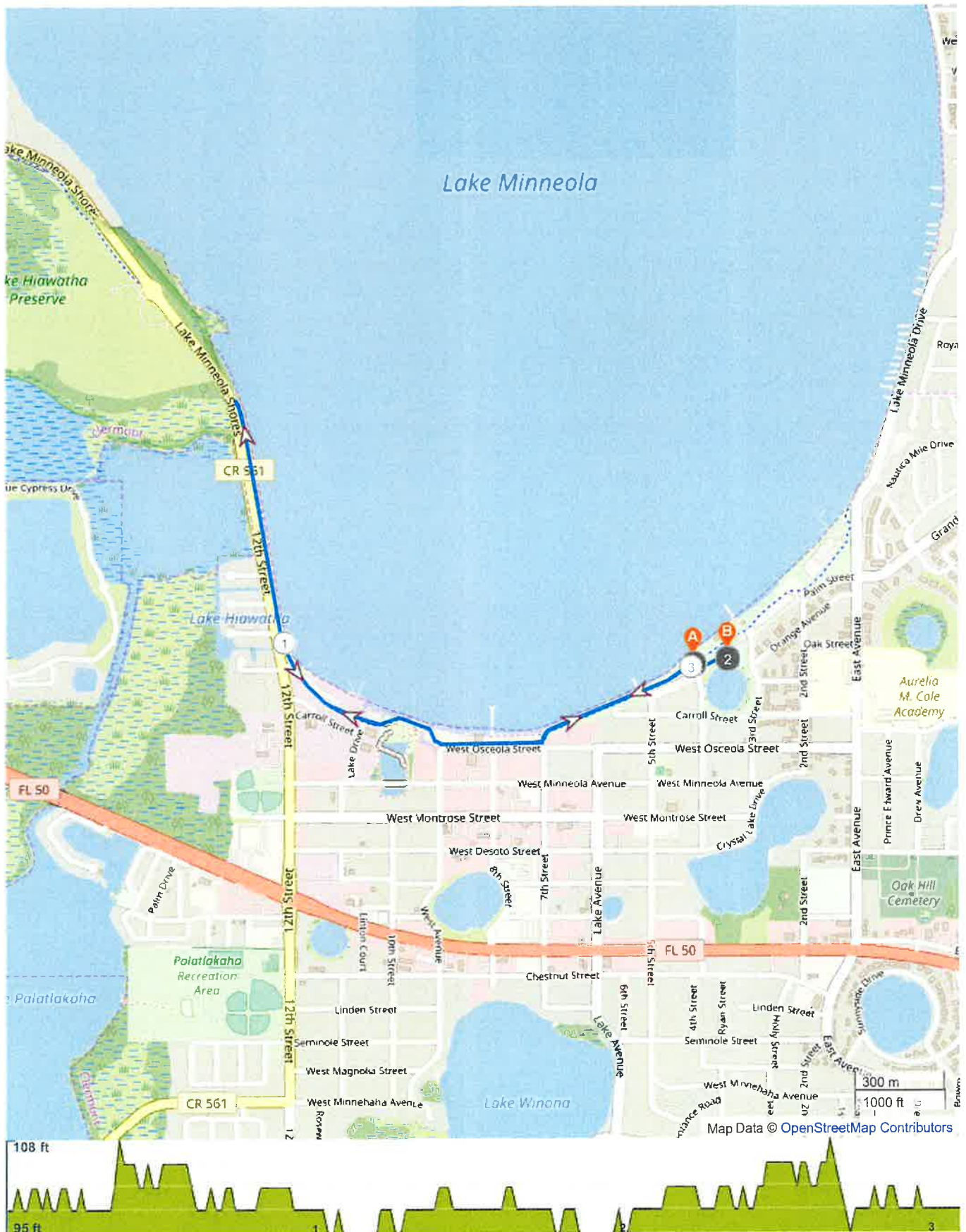
START **LAT:** 28.559830, **LNG:** -81.761810



NOTES

The 5K run course for the Cool Sommer Mornings Series

Cool Sommer Mornings 5K Run Course



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start near 436 Lake Minneola Dr, Clermont, FL 34711, USA
2	3.091		FINISH



OUTDOOR VENUE LAYOUT





BEACH AREA USED FOR THE SWIM PORTION OF THE TRIATHLON

SETUP OF THE BARICADES AND FINISH LINE ARE SETUP THE DAY BEFORE EVENT (AFTERNOON)





**Stage is used for the
Awards
Presentation**

**Highlander
Building is
used for Packet
Pickup**





EVENT DATE:

SUNDAY, JULY 12, 2026

Permit Dates:

Friday July 10, 2026 - Sunday July 12, 2026





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date MAY 30, 2025
Name of Event ADVENTHEALTH COOL SOMMER MORNINGS TRI/5K #2
Date(s) of Event SUNDAY JULY 12, 2026 Estimated Attendance: 1000
Event Start Time: 7AM Event End Time: 1PM
Before Event Setup Time: FRIDAY 7/10/26 9AM After Event Cleanup Time: SUNDAY 7/12/26 4PM
Name of Organization/Applicant SOMMER SPORTS EVENTS

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 # 87-1801360

Event Contact MICHELLE CRASKE Email MICHELLE@SOMMERSPORTS.COM

Day Phone 352-394-1320 Cell Phone 352-988-9485

Address 1271 COMMONS COURT City CLERMONT State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: The 40th Year of the Summer Triathlon Series
featuring an international (Olympic) distance triathlon, Sprint Triathlon and
5K

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

Please choose (See Pages 5-6) A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

Please be sure to attach a Site Plan - Failure to do so results in incomplete application and will not be reviewed.

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* 10x10

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

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

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

Fire Inspectors will be required for food vendors at the cost of the event organizer.

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

Law Enforcement Stand-by Requested: ☒ Yes ☐ No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Fire Department Support Requested: ☒ Fire Boat ☒ Fire / EMS Cart ☐ Public Education

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

Describe: Announcer

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

If Yes, please provide a water safety plan for review by the Clermont Fire Department.

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 COOL SOMMER MORNINGS TRI/5K #2
 DATE OF EVENT: JULY 12, 2026
 EVENT CONTACT: MICHELLE CRASKE
 REFUND MAILING ADDRESS: 1271 COMMONS COURT
 Street Address
 CLERMONT FL 34711
 City ST Zip
 CELL PHONE: 352-988-9485

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				
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$56.25	\$56.25	4 hr. min, Per Officer	
Fire/ EMS Med Cart	\$150	\$150	4 hr. min, 2 staff min	
Fire Boat in the Water	\$300	\$300	Per Hour	
Fire Inspector	\$75	\$75	3 hr. min	
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.



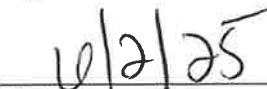
Applicant's Signature



Title



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.

MAP 1



MAP 2



MAP 3



APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.*
- *Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.*
- *Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.*
- *Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.*
- *Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.*
- *Applicant may be required to submit a list of participating vendors.*

South Lake Trail

- *It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.*

FOOD SERVICE REQUIREMENTS

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.*
- *No glass containers are allowed.*
- *Health and Safety: Vendors selling **any** food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporarevents.html>.*
- *Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.*
- *Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).*

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- *Valid liquor license*
- *Valid liquor liability insurance*
- *Customer identification method for alcohol distribution*
- *City of Clermont alcohol application*
- *For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.*
- *Alcohol must be stopped from serving half hour before the event end time.*

SECURITY REQUIREMENTS

- *For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.*
- *Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.*
- *The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.*

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☐ 9. Site Plan
- ☐ 10. FLDEP Approval *(if applicable)*
- ☐ 11. Lake County Application *(if applicable)*

THE FOLLOWING ITEMS MUST BE NOTED ON YOUR SITE PLAN

Maximum Size of 8 ½ x 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms

5' Tetrahedron Buoys ▲
2' Cylindrical Buoy ●



SummerSportsEvents.com

100 Meters

150 Meters

150 Meters

65 METERS
TURN FOR SUPER SPRINT

70 METERS

65 METERS
TURN FOR SUPER SPRINT

START

EXIT

LAP 2
INTERMEDIATE

BE INSPIRING
summer sports events

.25 MILE SWIM COURSE

COUNTERCLOCKWISE SWIM - SWIMMERS KEEP ALL BUOYS ON THEIR LEFT

SPRINT - 400 METERS



RACEJOY SPRINT BIKE COURSE

ROUTE INFORMATION



ROUTE LENGTH 8.179 miles

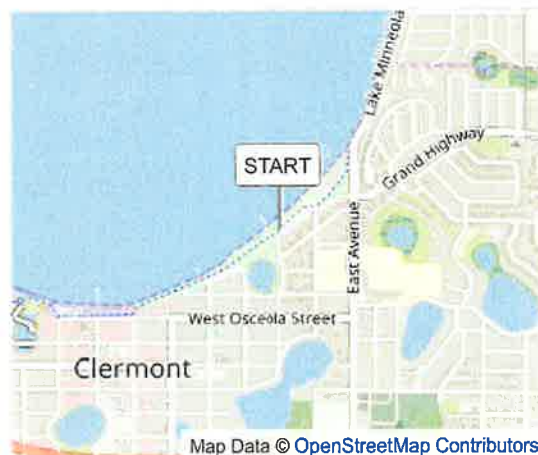
ASCENT 275 ft

DESCENT 272 ft

HILLS ⬆ 31.5% | ⬇ 31.5% | ➡ 37.0%

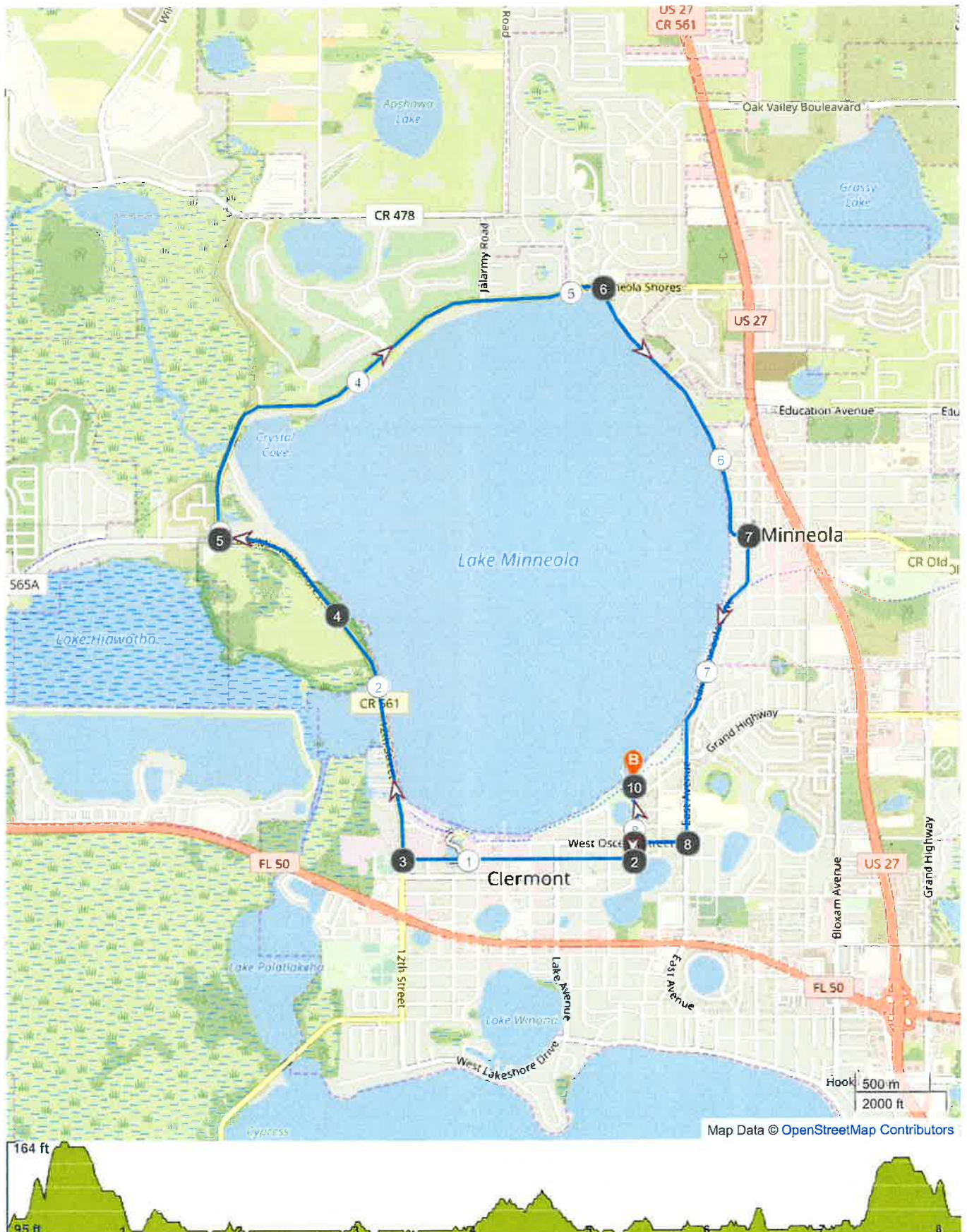
TERRAIN Road **A**

START **LAT: 28.560712, LNG: -81.759817**



NOTES

RACEJOY SPRINT BIKE COURSE



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on Palm Street
2	0.311	➔	Turn right onto W Minneola Ave
3	1.270	➔	Turn right onto 12th Street
4	2.343	↗	At roundabout, take exit 1 onto Lake Minneola Shores
5	2.965	➔	Turn right onto CR 561
6	5.138	➔	Turn right onto Lake Drive
7	6.391	➔	Turn right onto South Main Avenue
8	7.727	➔	Turn right onto West Osceola Street
9	7.942	➔	Turn right onto 3rd Street
10	8.179		FINISH



Cool Sommer Mornings 5K Run Course

ROUTE INFORMATION



ROUTE LENGTH 3.091 miles

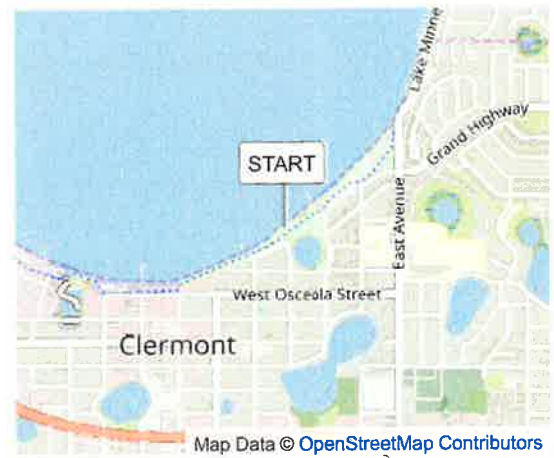
ASCENT 42 ft

DESCENT 45 ft

HILLS ⬆ 23.6% | ⬇ 23.6% | ➡ 52.7%

TERRAIN Mixed 

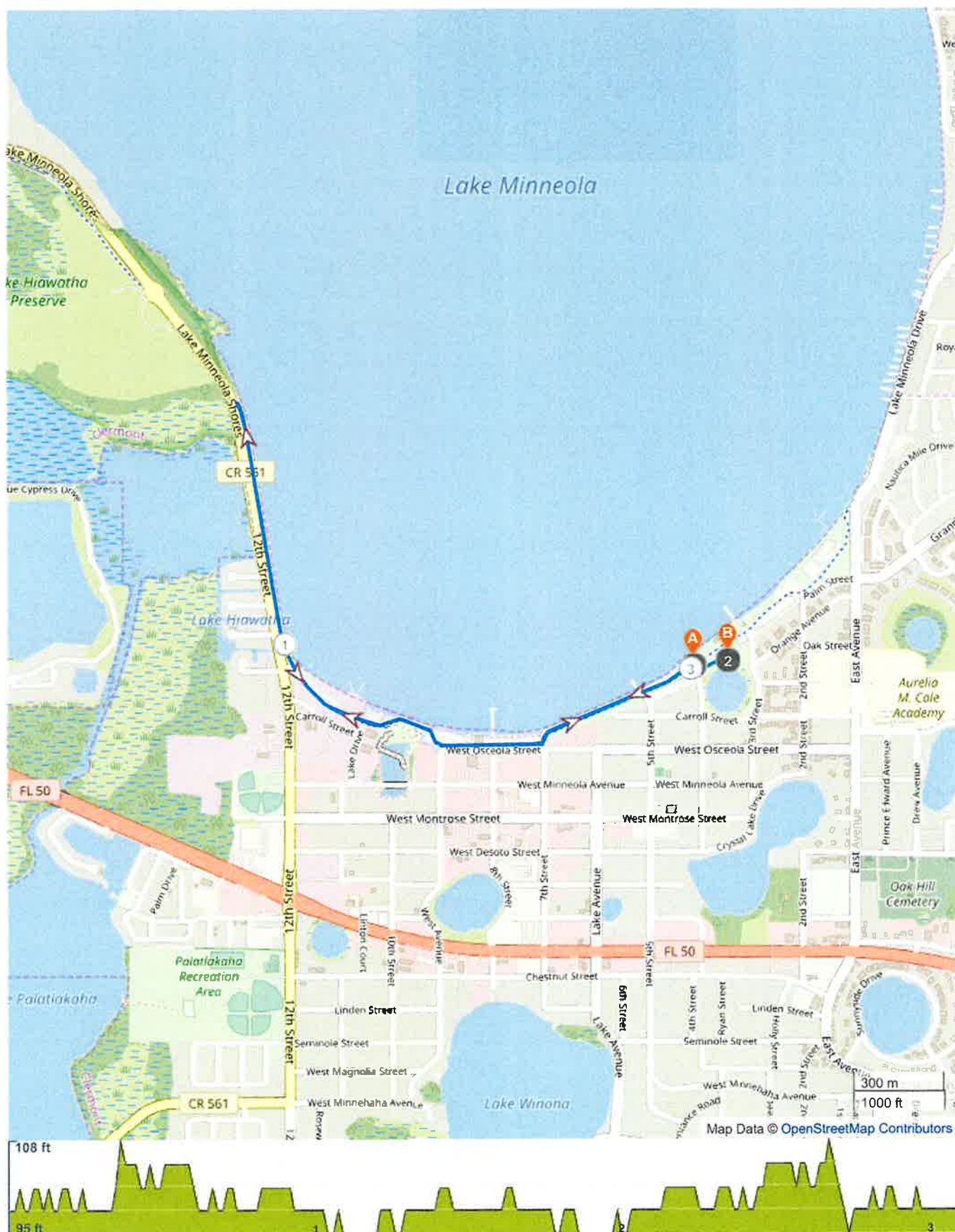
START **LAT: 28.559830, LNG: -81.761810**



NOTES

The 5K run course for the Cool Sommer Mornings Series

Cool Sommer Mornings 5K Run Course



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start near 436 Lake Minneola Dr, Clermont, FL 34711, USA
2	3.091		FINISH



HIGHLANDER BUILDING RENTAL APPLICATION

Today's Date June 2, 2026
Name of Event AdventHealth Cool Summer Mornings Triathlon/Ste #2
Date(s) of Rental Fri 7/10 - Sun 7/12/26 Estimated Attendance: 1000
Rental Start Time: 9AM (Friday) Rental End Time: 2pm (Sunday 7/12/26)
Name of Organization/Applicant SOMMER SPORTS EVENTS

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

Check Type of Organization ☐ Not for Profit ☐ Resident ☐ Non Resident ☒ Business

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 # _____ Website www.sommersportsevents.com
Event Contact 352-394-1320 Email MICHELLE@SOMMERSPORTS.COM
Day Phone 352-394-1320 Cell Phone 352-988-9485
Address 1271 COMMONS COURT City Clermont State FL Zip 34711
Secondary Contact Fred Sommer Phone # 352-636-2942
Briefly Describe Event: Endurance event at Waterfront Park. Highlander Building used for packet

pickup/registration

Will there be any outside vendors, businesses, groups, etc. participating/involved? ☐ Yes ☒ No

If yes, please list each company: _____

All vendors must provide a valid Certificate of Insurance and License prior to rental.

Will there be food at the event? ☒ Yes ☐ No Admission Fee: ☒ Yes ☐ No

Will there be alcohol at the event? ☒ Yes* ☐ No **If yes, an alcohol request form must be submitted and approved prior to your event. Violation of this policy will result in forfeiture of your deposit and immediate cancellation of your rental.*

Clermont Police Officer time requirement: 530AM to 930AM.

ITEM	RESIDENT / NON PROFIT	NON RESIDENT	COMMENTS	TOTAL
Application Fee	\$10	\$10	Non-refundable	\$10
Security Deposit	\$150	\$150	Refundable	\$150
Highlander Rental-Per Hour	\$60	\$125	2 hour minimum	
Extra Detail Clermont Police *When Required.	Rate of \$52.00 per hour.		4 hour minimum	
			Subtotal	
			Tax Sales	
			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 (501c3)*

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.

CERTIFICATE OF INSURANCE

A Certificate of Insurance is required from the Applicant as follows:

- For any event or facility rental by a business or organization, both for-profit and non-profit
- For any event or facility rental that is open to the general public
- To serve alcohol in any city facility or property

A Certificate of Insurance may be requested:

- From a vendor that provides equipment (or similar items such as a tent, platform or stage, scissor lift, bounce house, etc.) to an event or facility
- Utilizing a generator or other potentially dangerous item
- Under any other condition the City determines reasonable and necessary

The COI must be submitted a minimum of 72 hours prior to the event date, listing the City of Clermont as additionally insured. If the COI is not submitted as required, the city reserves the right to cancel the rental.

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/Facility by the User, its agents, servants, invitees, and guests under this license.

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/facility.

There is no parking allowed at any place of business or residence near the park/facility unless written permission is granted by each individual owner in advance.

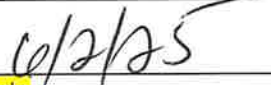
I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities,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

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

Name of User (printed): MICHELLE CRASKE

Group Representing: SOMMER SPORTS EVENTS


User Signature


Date

City of Clermont Employee Signature

Date

City of Clermont
Parks & Recreation Department
Clermont City Center
620 W Montrose St, Clermont, FL 34711
(352) 708-5915 Office
WWW.CLERMONTFL.GOV

City of Clermont

Alcohol Permit Request Form



Today's Date 6/2/2025
Name of Organization/Applicant Sommer Sports Events
Name of Event AdventHealth Cool Sommer Mornings Triathlon/5K #2 Date(s) of Event 7/12/26
Rental Location Waterfront park Anticipated attendance 1000
Event Start Time Sun 7AM Event End Time Sun 7/12/26 2pm
Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.
Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011 Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancellation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Craske Date 6/2/25

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED
Extra-Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



OUTDOOR VENUE LAYOUT





BEACH AREA USED FOR THE SWIM PORTION OF THE TRIATHLON

**SETUP OF THE
BARICADES AND FINISH
LINE ARE SETUP
THE DAY BEFORE EVENT
(AFTERNOON)**





**Stage is used for the
Awards
Presentation**

**Highlander
Building is
used for Packet
Pickup**





EVENT DATE:
SUNDAY, AUGUST 9, 2026

Permit Dates:
Friday August 7, 2026 - Sunday August 9, 2026





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date MAY 30, 2025
Name of Event ADVENTHEALTH COOL SOMMER MORNINGS TRI/5K #3
Date(s) of Event SUNDAY AUGUST 9, 2026 Estimated Attendance: 1000
Event Start Time: 7AM Event End Time: 1PM
Before Event Setup Time: FRIDAY 8/7/26 9AM After Event Cleanup Time: SUNDAY 8/9/26 2PM
Name of Organization/Applicant SOMMER SPORTS EVENTS

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 # 87-1801360

Event Contact MICHELLE CRASKE Email MICHELLE@SOMMERSPORTS.COM

Day Phone 352-394-1320 Cell Phone 352-988-9485

Address 1271 COMMONS COURT City CLERMONT State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: The 40th Year of the Summer Triathlon Series
featuring an international (Olympic) distance triathlon, Sprint Triathlon and
5K

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

Please choose (See Pages 5-6) A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

Please be sure to attach a Site Plan - Failure to do so results in incomplete application and will not be reviewed.

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* 10x10

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

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

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

Fire Inspectors will be required for food vendors at the cost of the event organizer.

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

Law Enforcement Stand-by Requested: ☒ Yes ☐ No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Fire Department Support Requested: ☒ Fire Boat ☒ Fire / EMS Cart ☐ Public Education

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

Describe: Announce

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

If Yes, please provide a water safety plan for review by the Clermont Fire Department.

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 COOL SOMMER MORNINGS TRI/5K #3		
DATE OF EVENT:	AUGUST 9, 2026		
EVENT CONTACT:	MICHELLE CRASKE		
REFUND MAILING ADDRESS:	1271 COMMONS COURT		
	Street Address		
	CLERMONT	FL	34711
	City	ST	Zip
CELL PHONE:	352-988-9485		

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				
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$56.25	\$56.25	4 hr. min, Per Officer	
Fire/ EMS Med Cart	\$150	\$150	4 hr. min, 2 staff min	
Fire Boat in the Water	\$300	\$300	Per Hour	
Fire Inspector	\$75	\$75	3 hr. min	
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.



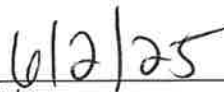
Applicant's Signature



Title



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.

MAP 1



MAP 2



MAP 3



APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.*
- *Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.*
- *Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.*
- *Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.*
- *Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.*
- *Applicant may be required to submit a list of participating vendors.*

South Lake Trail

- *It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.*

FOOD SERVICE REQUIREMENTS

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.*
- *No glass containers are allowed.*
- *Health and Safety: Vendors selling **any** food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporarevents.html>.*
- *Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.*
- *Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).*

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- *Valid liquor license*
- *Valid liquor liability insurance*
- *Customer identification method for alcohol distribution*
- *City of Clermont alcohol application*
- *For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.*
- *Alcohol must be stopped from serving half hour before the event end time.*

SECURITY REQUIREMENTS

- *For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.*
- *Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.*
- *The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.*

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☐ 9. Site Plan
- ☐ 10. FLDEP Approval *(if applicable)*
- ☐ 11. Lake County Application *(if applicable)*

THE FOLLOWING ITEMS MUST BE NOTED ON YOUR SITE PLAN

Maximum Size of 8 ½ x 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms



HIGHLANDER BUILDING RENTAL APPLICATION

Today's Date

Name of Event

Date(s) of Rental

Rental Start Time:

Rental End Time:

Name of Organization/Applicant

SOMMER SPORTS EVENTS

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

Check Type of Organization

☐

Not for Profit

☐

Resident

☐

Non Resident

☒

Business

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 #

Website

www.sommersportsevents.com

Event Contact

352-394-1320

Email

MICHELLE@SOMMERSPORTS.COM

Day Phone

352-394-1320

Cell Phone

352-988-9485

Address

1271 COMMONS COURT

City

Clermont

State

FL

Zip

34711

Secondary Contact

Fred Sommer

Phone #

352-636-2942

Briefly Describe Event:

Endurance event at Waterfront Park. Highlander Building used for packet

pickup/registration

Will there be any outside vendors, businesses, groups, etc. participating/involved?

☐

Yes

☒

No

If yes, please list each company:

All vendors must provide a valid Certificate of Insurance and License prior to rental.

Will there be food at the event?

☒

Yes

☐

No

Admission Fee:

☒

Yes

☐

No

Will there be alcohol at the event?

☒

Yes*

☐

No

**If yes, an alcohol request form must be submitted and approved prior to your event. Violation of this policy will result in forfeiture of your deposit and immediate cancellation of your rental.*

Clermont Police Officer time requirement:

530AM to 930AM.

ITEM	RESIDENT / NON PROFIT	NON RESIDENT	COMMENTS	TOTAL
Application Fee	\$10	\$10	<i>Non-refundable</i>	\$10
Security Deposit	\$150	\$150	<i>Refundable</i>	\$150
Highlander Rental-Per Hour	\$60	\$125	<i>2 hour minimum</i>	
Extra Detail Clermont Police *When Required.	Rate of \$52.00 per hour.		<i>4 hour minimum</i>	
			Subtotal	
			Tax Sales	
			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 (501c3)*

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.

CERTIFICATE OF INSURANCE

A Certificate of Insurance is required from the Applicant as follows:

- For any event or facility rental by a business or organization, both for-profit and non-profit
- For any event or facility rental that is open to the general public
- To serve alcohol in any city facility or property

A Certificate of Insurance may be requested:

- From a vendor that provides equipment (or similar items such as a tent, platform or stage, scissor lift, bounce house, etc.) to an event or facility
- Utilizing a generator or other potentially dangerous item
- Under any other condition the City determines reasonable and necessary

The COI must be submitted a minimum of 72 hours prior to the event date, listing the City of Clermont as additionally insured. If the COI is not submitted as required, the city reserves the right to cancel the rental.

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/Facility by the User, its agents, servants, invitees, and guests under this license.

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/facility.

There is no parking allowed at any place of business or residence near the park/facility unless written permission is granted by each individual owner in advance.

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

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

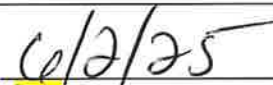
Name of User (printed): MICHELLE CRASKE

Group Representing: SOMMER SPORTS EVENTS

User Signature



Date



City of Clermont Employee Signature

Date

City of Clermont
Parks & Recreation Department
Clermont City Center
620 W Montrose St, Clermont, FL 34711
(352) 708-5915 Office
WWW.CLERMONTFL.GOV

City of Clermont

Alcohol Permit Request Form



Today's Date 6/2/25

Name of Organization/Applicant Sommer Sports Events

Name of Event Adventhealth Cool Sommer Mornings Tri/5K #3 Date(s) of Event Sunday 8/9/2026

Rental Location Waterfront Park Anticipated attendance 1000

Event Start Time 7AM Event End Time 2pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011 Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancellation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Clarke Date 6/2/25

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED
Extra-Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711

5' Tetrahedron Buoys ▲ ▲
2' Cylindrical Buoy ●



SummerSportsEvents.com

100 Meters

150 Meters

150 Meters

65 METERS
TURN FOR SUPER SPRINT

70 METERS

65 METERS
TURN FOR SUPER SPRINT

START

EXIT

LAP 2
INTERMEDIATE

BE INSPIRING
summer sports events

.25 MILE SWIM COURSE

COUNTERCLOCKWISE SWIM - SWIMMERS KEEP ALL BUOYS ON THEIR LEFT

SPRINT - 400 METERS

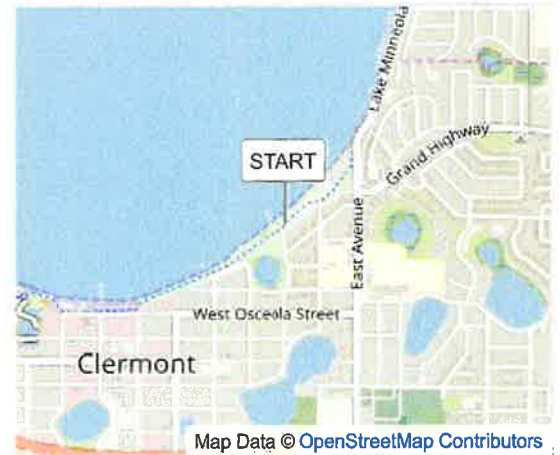


RACEJOY SPRINT BIKE COURSE

ROUTE INFORMATION

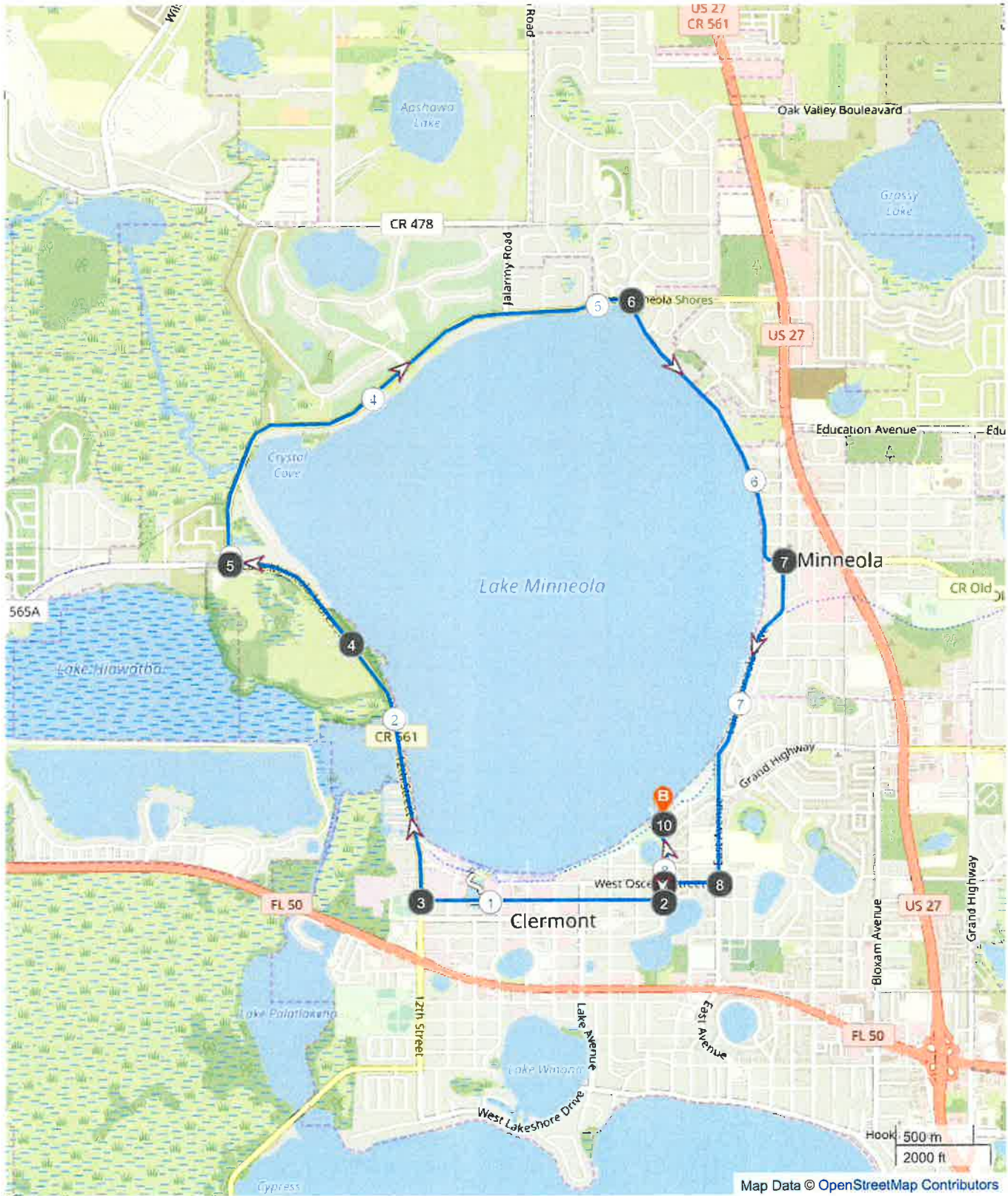


ROUTE LENGTH 8.179 miles
ASCENT 275 ft
DESCENT 272 ft
HILLS ⬆ 31.5% | ⬇ 31.5% | ➡ 37.0%
TERRAIN Road **A**
START **LAT: 28.560712, LNG: -81.759817**



NOTES

RACEJOY SPRINT BIKE COURSE



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on Palm Street
2	0.311	➔	Turn right onto W Minneola Ave
3	1.270	➔	Turn right onto 12th Street
4	2.343	↗	At roundabout, take exit 1 onto Lake Minneola Shores
5	2.965	➔	Turn right onto CR 561
6	5.138	➔	Turn right onto Lake Drive
7	6.391	➔	Turn right onto South Main Avenue
8	7.727	➔	Turn right onto West Osceola Street
9	7.942	➔	Turn right onto 3rd Street
10	8.179		FINISH

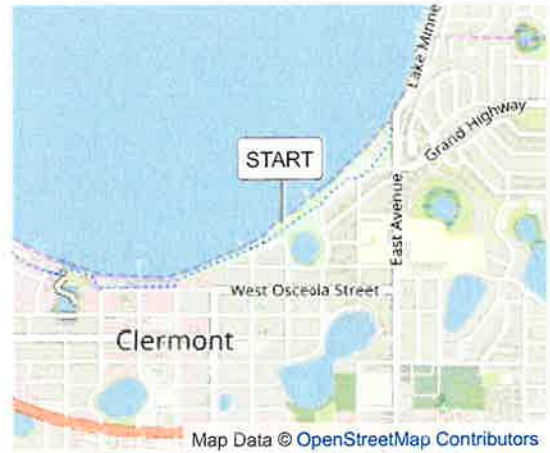


' Cool Sommer Mornings 5K Run Course

ROUTE INFORMATION



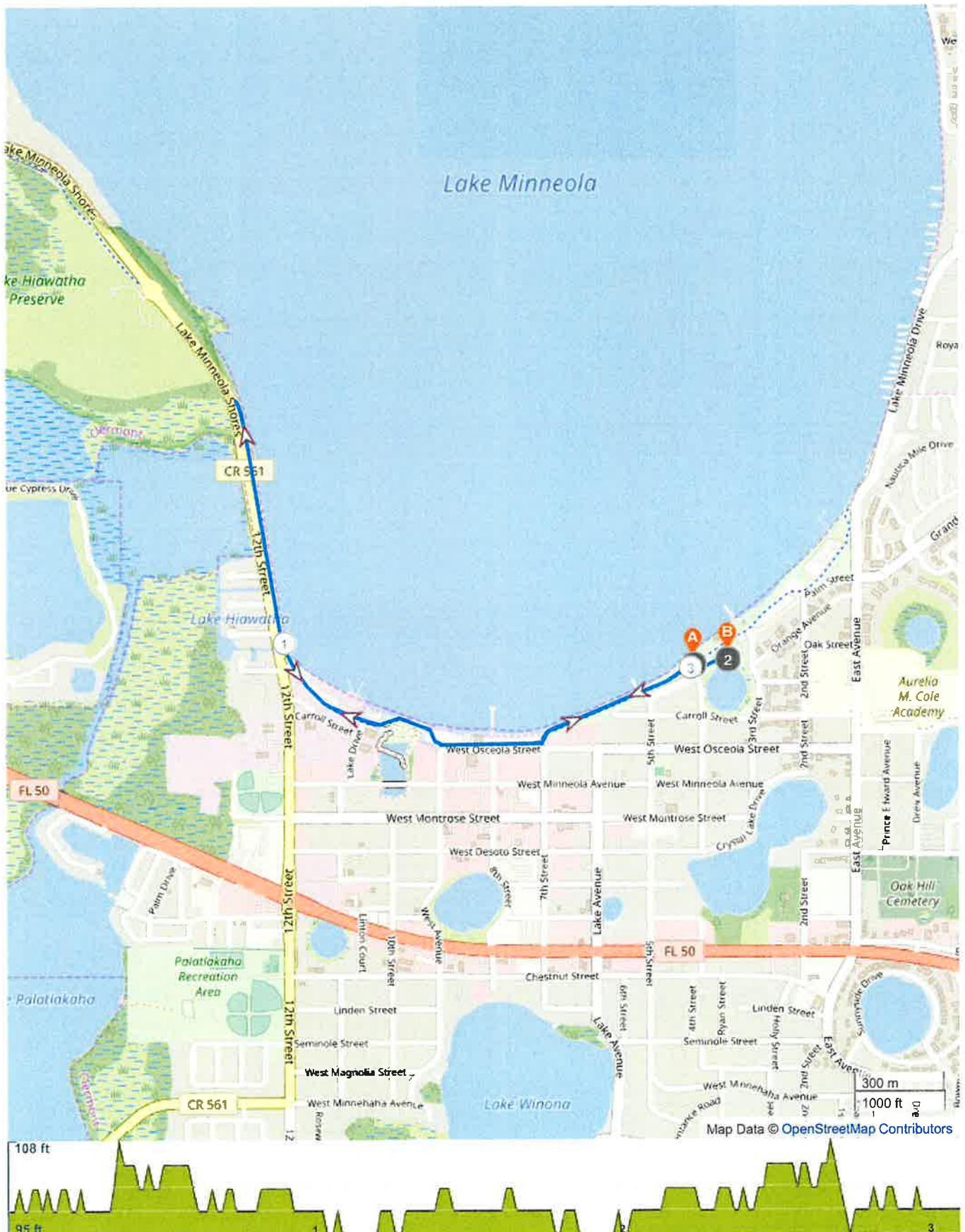
ROUTE LENGTH 3.091 miles
ASCENT 42 ft
DESCENT 45 ft
HILLS ⬆ 23.6% | ⬇ 23.6% | ➡ 52.7%
TERRAIN Mixed
START **LAT:** 28.559830, **LNG:** -81.761810



NOTES

The 5K run course for the Cool Sommer Mornings Series

Cool Sommer Mornings 5K Run Course



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start near 436 Lake Minneola Dr, Clermont, FL 34711, USA
2	3.091		FINISH



OUTDOOR VENUE LAYOUT





BEACH AREA USED FOR THE SWIM PORTION OF THE TRIATHLON

SETUP OF THE BARICADES AND FINISH LINE ARE SETUP THE DAY BEFORE EVENT (AFTERNOON)





**Stage is used for the
Awards
Presentation**

**Highlander
Building is
used for Packet
Pickup**





EVENT DATE:
SUNDAY, SEPTEMBER 13, 2026

Permit Dates:
Friday September 11, 2026 - Sunday September 13, 2026





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date MAY 30, 2025
Name of Event ADVENTHEALTH COOL SOMMER MORNINGS TRI/5K #4
Date(s) of Event SUNDAY SEPTEMBER 13, 2026 Estimated Attendance: 1000
Event Start Time: 7AM Event End Time: 1PM
Before Event Setup Time: FRIDAY 9/11/26 9AM After Event Cleanup Time: SUNDAY 9/13/26 2PM
Name of Organization/Applicant SOMMER SPORTS EVENTS

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 # 87-1801360

Event Contact MICHELLE CRASKE Email MICHELLE@SOMMERSPORTS.COM

Day Phone 352-394-1320 Cell Phone 352-988-9485

Address 1271 COMMONS COURT City CLERMONT State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: The 40th Year of the Summer Triathlon Series

featuring an international (Olympic) distance triathlon, Sprint Triathlon and 5K

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

Please choose (See Pages 5-6) A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

Please be sure to attach a Site Plan - Failure to do so results in incomplete application and will not be reviewed.

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* 10x10

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

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

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

Fire Inspectors will be required for food vendors at the cost of the event organizer.

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

Law Enforcement Stand-by Requested: ☒ Yes ☐ No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Fire Department Support Requested: ☒ Fire Boat ☒ Fire / EMS Cart ☐ Public Education

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

Describe: Announcer

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

If Yes, please provide a water safety plan for review by the Clermont Fire Department.

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 COOL SOMMER MORNINGS TRI/5K #4
 DATE OF EVENT: SEPTEMBER 13, 2026
 EVENT CONTACT: MICHELLE CRASKE
 REFUND MAILING ADDRESS: 1271 COMMONS COURT
 Street Address
 CLERMONT FL 34711
 City ST Zip
 CELL PHONE: 352-988-9485

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				
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$56.25	\$56.25	4 hr. min, Per Officer	
Fire/ EMS Med Cart	\$150	\$150	4 hr. min, 2 staff min	
Fire Boat in the Water	\$300	\$300	Per Hour	
Fire Inspector	\$75	\$75	3 hr. min	
				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.

M. Craske

Applicant's Signature

V.P.

Title

Michelle Craske

Printed Name

6/2/25

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.

MAP 1



MAP 2



MAP 3



APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.*
- *Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.*
- *Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.*
- *Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.*
- *Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.*
- *Applicant may be required to submit a list of participating vendors.*

South Lake Trail

- *It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.*

FOOD SERVICE REQUIREMENTS

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.*
- *No glass containers are allowed.*
- *Health and Safety: Vendors selling **any** food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporarevents.html>.*
- *Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.*
- *Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).*

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- *Valid liquor license*
- *Valid liquor liability insurance*
- *Customer identification method for alcohol distribution*
- *City of Clermont alcohol application*
- *For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.*
- *Alcohol must be stopped from serving half hour before the event end time.*

SECURITY REQUIREMENTS

- *For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.*
- *Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.*
- *The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.*

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☐ 9. Site Plan
- ☐ 10. FLDEP Approval *(if applicable)*
- ☐ 11. Lake County Application *(if applicable)*

THE FOLLOWING ITEMS MUST BE NOTED ON YOUR SITE PLAN

Maximum Size of 8 ½ x 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms



HIGHLANDER BUILDING RENTAL APPLICATION

Today's Date

6/2/2025

Name of Event

AdventHealth Cool Summer Mornings Tripsk #4

Date(s) of Rental

Fri 9/11/26 - Sun 9/13/26

Estimated Attendance:

1000

Rental Start Time:

Fri 9am

Rental End Time:

Sun 2pm

Name of Organization/Applicant

SOMMER SPORTS EVENTS

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

Check Type of Organization

☐

Not for Profit

☐

Resident

☐

Non Resident

☒

Business

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 #

Website

www.sommersportsevents.com

Event Contact

352-394-1320

Email

MICHELLE@SOMMERSPORTS.COM

Day Phone

352-394-1320

Cell Phone

352-988-9485

Address

1271 COMMONS COURT

City

Clermont

State

FL

Zip

34711

Secondary Contact

Fred Sommer

Phone #

352-636-2942

Briefly Describe Event:

Endurance event at Waterfront Park. Highlander Building used for packet

pickup/registration

Will there be any outside vendors, businesses, groups, etc. participating/involved?

☐ Yes

☒ No

If yes, please list each company:

All vendors must provide a valid Certificate of Insurance and License prior to rental.

Will there be food at the event?

☒

Yes

☐

No

Admission Fee:

☒

Yes

☐

No

Will there be alcohol at the event?

☒

Yes*

☐

No

**If yes, an alcohol request form must be submitted and*

approved prior to your event. Violation of this policy will result in forfeiture of your deposit and immediate cancellation of your rental.

Clermont Police Officer time requirement: 530AM to 930AM.

ITEM	RESIDENT / NON PROFIT	NON RESIDENT	COMMENTS	TOTAL
Application Fee	\$10	\$10	Non-refundable	\$10
Security Deposit	\$150	\$150	Refundable	\$150
Highlander Rental-Per Hour	\$60	\$125	2 hour minimum	
Extra Detail Clermont Police *When Required.	Rate of \$52.00 per hour.		4 hour minimum	
			Subtotal	
			Tax Sales	
			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 (501c3)*

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.

CERTIFICATE OF INSURANCE

A Certificate of Insurance is required from the Applicant as follows:

- For any event or facility rental by a business or organization, both for-profit and non-profit
- For any event or facility rental that is open to the general public
- To serve alcohol in any city facility or property

A Certificate of Insurance may be requested:

- From a vendor that provides equipment (or similar items such as a tent, platform or stage, scissor lift, bounce house, etc.) to an event or facility
- Utilizing a generator or other potentially dangerous item
- Under any other condition the City determines reasonable and necessary

The COI must be submitted a minimum of 72 hours prior to the event date, listing the City of Clermont as additionally insured. If the COI is not submitted as required, the city reserves the right to cancel the rental.

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/Facility by the User, its agents, servants, invitees, and guests under this license.

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/facility.

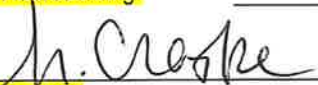
There is no parking allowed at any place of business or residence near the park/facility unless written permission is granted by each individual owner in advance.

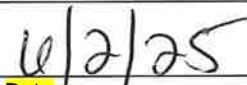
I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities,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

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

Name of User (printed): MICHELLE CRASKE

Group Representing: SOMMER SPORTS EVENTS


User Signature


Date

City of Clermont Employee Signature

Date

City of Clermont
Parks & Recreation Department
Clermont City Center
620 W Montrose St, Clermont, FL 34711
(352) 708-5915 Office
WWW.CLERMONTFL.GOV

City of Clermont

Alcohol Permit Request Form



Today's Date 6/2/2025

Name of Organization/Applicant Sommer Sports Events

Name of Event Adventureath Cool Summer Mornings Tri/5k #4 Date(s) of Event Sun 9/13/26

Rental Location Waterfront Park Anticipated attendance 1000

Event Start Time 7AM Event End Time 2pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011 Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancellation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Craske Date 6/2/25

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED
Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711

5' Tetrahedron Buoys ▲
2' Cylindrical Buoy ●



SummerSportsEvents.com

100 Meters

150 Meters

150 Meters

65 METERS
TURN FOR SUPER SPRINT

70 METERS

65 METERS
TURN FOR SUPER SPRINT

START

EXIT

LAP 2
INTERMEDIATE

BE INSPIRING
summer sports events

.25 MILE SWIM COURSE

COUNTERCLOCKWISE SWIM - SWIMMERS KEEP ALL BUOYS ON THEIR LEFT

SPRINT - 400 METERS

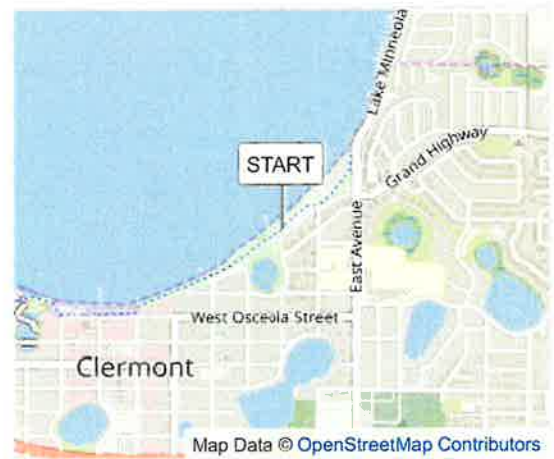


RACEJOY SPRINT BIKE COURSE

ROUTE INFORMATION

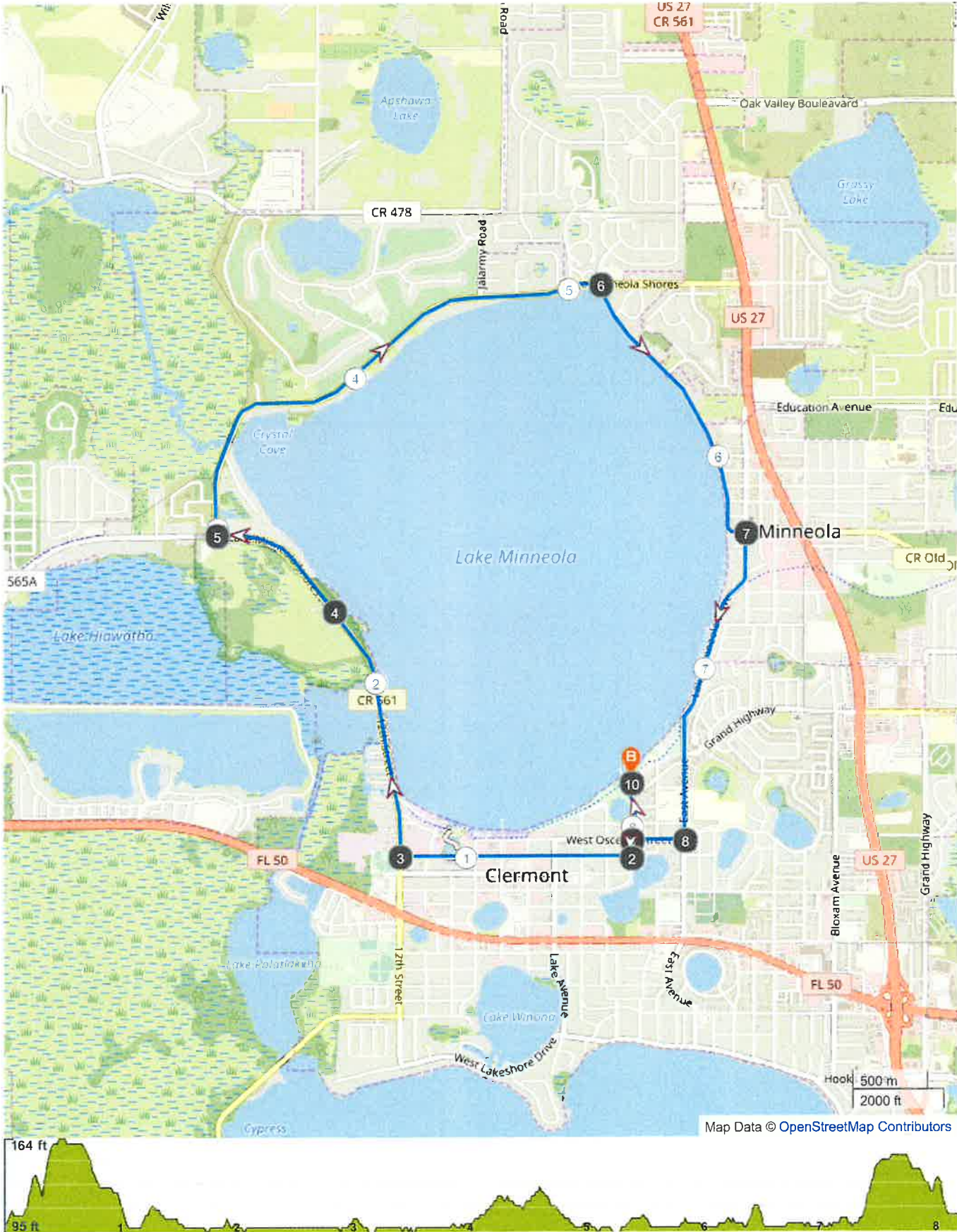


ROUTE LENGTH	8.179 miles
ASCENT	275 ft
DESCENT	272 ft
HILLS	⬆ 31.5% ⬇ 31.5% ➡ 37.0%
TERRAIN	Road A
START	LAT: 28.560712, LNG: -81.759817



NOTES

RACEJOY SPRINT BIKE COURSE



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on Palm Street
2	0.311	➔	Turn right onto W Minneola Ave
3	1.270	➔	Turn right onto 12th Street
4	2.343	⤵	At roundabout, take exit 1 onto Lake Minneola Shores
5	2.965	➔	Turn right onto CR 561
6	5.138	➔	Turn right onto Lake Drive
7	6.391	➔	Turn right onto South Main Avenue
8	7.727	➔	Turn right onto West Osceola Street
9	7.942	➔	Turn right onto 3rd Street
10	8.179		FINISH

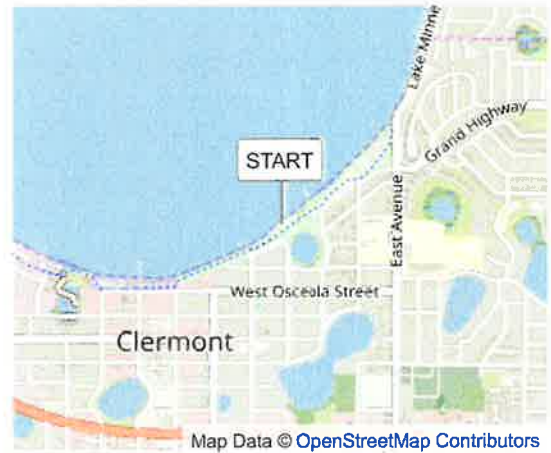


Cool Sommer Mornings 5K Run Course

ROUTE INFORMATION



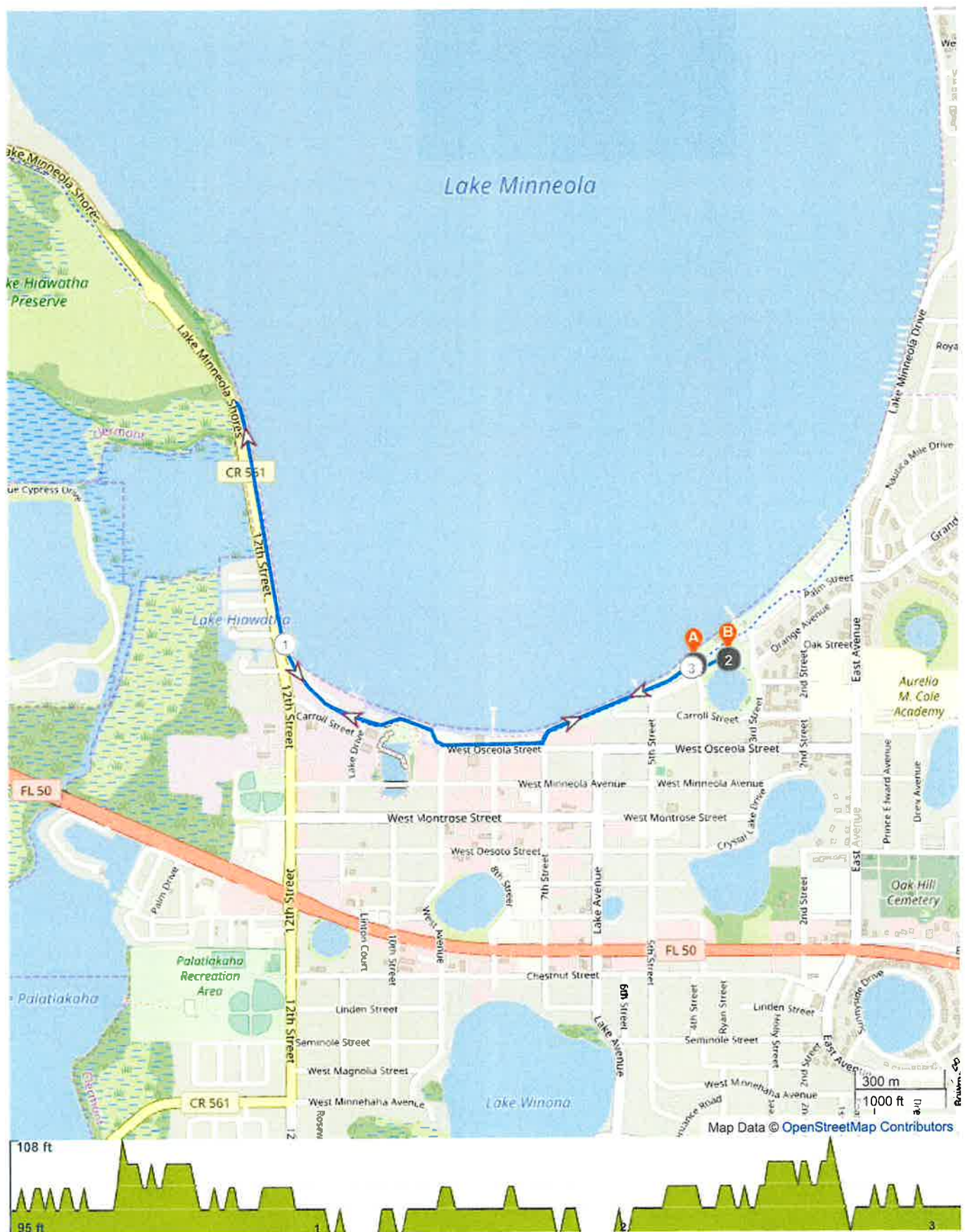
ROUTE LENGTH 3.091 miles
ASCENT 42 ft
DESCENT 45 ft
HILLS ⬆ 23.6% | ⬇ 23.6% | ➡ 52.7%
TERRAIN Mixed 
START **LAT:** 28.559830, **LNG:** -81.761810



NOTES

The 5K run course for the Cool Sommer Mornings Series

Cool Sommer Mornings 5K Run Course



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start near 436 Lake Minneola Dr, Clermont, FL 34711, USA
2	3.091		FINISH



OUTDOOR VENUE LAYOUT





BEACH AREA USED FOR THE SWIM PORTION OF THE TRIATHLON

SETUP OF THE BARICADES AND FINISH LINE ARE SETUP THE DAY BEFORE EVENT (AFTERNOON)





**Stage is used for the
Awards
Presentation**

**Highlander
Building is
used for Packet
Pickup**





EVENT DATE:

SUNDAY, OCTOBER 18, 2026

Permit Dates:

Thursday October 18, 2026 – Sunday October 18, 2026





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date MAY 30, 2025
Name of Event ADVENTHEALTH GREAT FLORIDIAN TRIATHLON
Date(s) of Event OCTOBER 18, 2026 Estimated Attendance: 700
Event Start Time: 7AM Event End Time: 2PM
Before Event Setup Time: FRI 10/16/26 9AM After Event Cleanup Time: SUN 10/18/26 10PM
Name of Organization/Applicant SOMMER SPORTS EVENTS

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 # 87-1801360

Event Contact MICHELLE CRASKE Email MICHELLE@SOMMERSPORTS.COM

Day Phone 352-394-1320 Cell Phone 352-988-9485

Address 1271 COMMONS COURT City CLERMONT State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: Season ending Triathlon event. The Great Floridian was created by athletes, for athletes of all abilities, and has always been known as the people's race. Featuring a Triple Sprint Triathlon as well as Sprint Distance

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

Please choose (See Pages 5-6) A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

Please be sure to attach a Site Plan - Failure to do so results in incomplete application and will not be reviewed.

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* 10x10

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

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

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

Fire Inspectors will be required for food vendors at the cost of the event organizer.

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

Law Enforcement Stand-by Requested: ☒ Yes ☐ No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Fire Department Support Requested: ☒ Fire Boat ☒ Fire / EMS Cart ☐ Public Education

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

Describe: Amplifier

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

If Yes, please provide a water safety plan for review by the Clermont Fire Department.
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 GREAT FLORIDIAN TRIATHLON		
DATE OF EVENT:	October 18, 2026		
EVENT CONTACT:	MICHELLE CRASKE		
REFUND MAILING ADDRESS:	1271 COMMONS COURT		
	Street Address		
	CLERMONT	FL	34711
	City	ST	Zip
CELL PHONE:	352-988-9485		

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				
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$56.25	\$56.25	4 hr. min, Per Officer	
Fire/ EMS Med Cart	\$150	\$150	4 hr. min, 2 staff min	
Fire Boat in the Water	\$300	\$300	Per Hour	
Fire Inspector	\$75	\$75	3 hr. min	
				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.

	
Applicant's Signature	Title
	
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.

MAP 1



MAP 2



MAP 3



APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.*
- *Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.*
- *Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.*
- *Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.*
- *Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.*
- *Applicant may be required to submit a list of participating vendors.*

South Lake Trail

- *It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.*

FOOD SERVICE REQUIREMENTS

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.*
- *No glass containers are allowed.*
- *Health and Safety: Vendors selling **any** food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>.*
- *Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.*
- *Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).*

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- *Valid liquor license*
- *Valid liquor liability insurance*
- *Customer identification method for alcohol distribution*
- *City of Clermont alcohol application*
- *For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.*
- *Alcohol must be stopped from serving half hour before the event end time.*

SECURITY REQUIREMENTS

- *For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.*
- *Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.*
- *The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.*

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☐ 9. Site Plan
- ☐ 10. FLDEP Approval *(if applicable)*
- ☐ 11. Lake County Application *(if applicable)*

THE FOLLOWING ITEMS MUST BE NOTED ON YOUR SITE PLAN

Maximum Size of 8 ½ x 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms



HIGHLANDER BUILDING RENTAL APPLICATION

Today's Date

6/2/2025

Name of Event

AdventHealth Great Floridian Triathlon

Date(s) of Rental

Fri 10/16/26 - 10/18/26

Estimated Attendance:

700

Rental Start Time:

Friday 10/16/26 9am

Rental End Time:

Sunday 10/18/26 4pm

Name of Organization/Applicant

SOMMER SPORTS EVENTS

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

Check Type of Organization

☐

Not for Profit

☐

Resident

☐

Non Resident

☒

Business

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 #

Website

www.sommersportsevents.com

Event Contact

352-394-1320

Email

MICHELLE@SOMMERSPORTS.COM

Day Phone

352-394-1320

Cell Phone

352-988-9485

Address

1271 COMMONS COURT

City

Clermont

State

FL

Zip

34711

Secondary Contact

Fred Sommer

Phone #

352-636-2942

Briefly Describe Event:

Endurance event at Waterfront Park. Highlander Building used for packet

pickup/registration

Will there be any outside vendors, businesses, groups, etc. participating/involved?

☐ Yes

☒ No

If yes, please list each company:

All vendors must provide a valid Certificate of Insurance and License prior to rental.

Will there be food at the event?

☒

Yes

☐

No

Admission Fee:

☒

Yes

☐

No

Will there be alcohol at the event?

☒

Yes*

☐

No

**If yes, an alcohol request form must be submitted and*

approved prior to your event. Violation of this policy will result in forfeiture of your deposit and immediate cancellation of your rental.

Clermont Police Officer time requirement:

10:00 AM to 12:00 PM

ITEM	RESIDENT / NON PROFIT	NON RESIDENT	COMMENTS	TOTAL
Application Fee	\$10	\$10	<i>Non-refundable</i>	\$10
Security Deposit	\$150	\$150	<i>Refundable</i>	\$150
Highlander Rental-Per Hour	\$60	\$125	<i>2 hour minimum</i>	
Extra Detail Clermont Police *When Required.	Rate of \$52.00 per hour.		<i>4 hour minimum</i>	
			Subtotal	
			Tax Sales	
			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 (501c3)*

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.

CERTIFICATE OF INSURANCE

A Certificate of Insurance is required from the Applicant as follows:

- For any event or facility rental by a business or organization, both for-profit and non-profit
- For any event or facility rental that is open to the general public
- To serve alcohol in any city facility or property

A Certificate of Insurance may be requested:

- From a vendor that provides equipment (or similar items such as a tent, platform or stage, scissor lift, bounce house, etc.) to an event or facility
- Utilizing a generator or other potentially dangerous item
- Under any other condition the City determines reasonable and necessary

The COI must be submitted a minimum of 72 hours prior to the event date, listing the City of Clermont as additionally insured. If the COI is not submitted as required, the city reserves the right to cancel the rental.

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/Facility by the User, its agents, servants, invitees, and guests under this license.

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/facility.

There is no parking allowed at any place of business or residence near the park/facility unless written permission is granted by each individual owner in advance.

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

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

Name of User (printed):

MICHELLE CRASKE

Group Representing:

SOMMER SPORTS EVENTS

User Signature

M. Craske

Date

10/2/25

City of Clermont Employee Signature

Date

City of Clermont
Parks & Recreation Department
Clermont City Center
620 W Montrose St, Clermont, FL 34711
(352) 708-5915 Office
WWW.CLERMONTFL.GOV

City of Clermont

Alcohol Permit Request Form



Today's Date 6/2/2025

Name of Organization/Applicant Sommer Sports Events

Name of Event Adventure Health great Florida Triathlon Date(s) of Event 10/18/2026

Rental Location Waterfront Park Anticipated attendance 700

Event Start Time 7am Event End Time 4pm

Briefly describe the event Athletes receive a drink coupon with their race entry to enjoy a beverage after the Triathlon/5K event.

Name of Licensed beverage caterer: Premier Bartending Services

Phone 407-457-8011

Primary email address victor.premierbar@gmail.com

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☒ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancellation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.

Applicant's Initials MC

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature M. Crane Date 6/2/25

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED
Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes:

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711



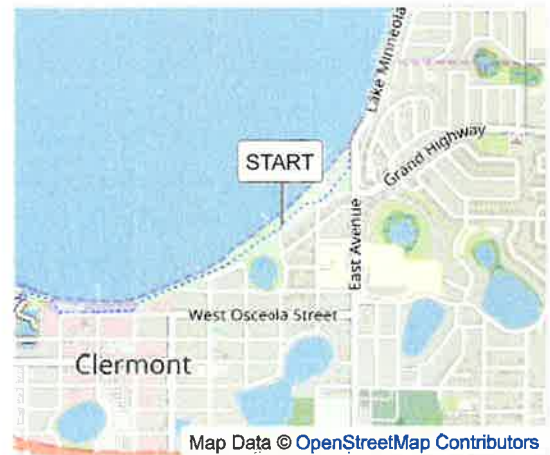


RACEJOY SPRINT BIKE COURSE

ROUTE INFORMATION

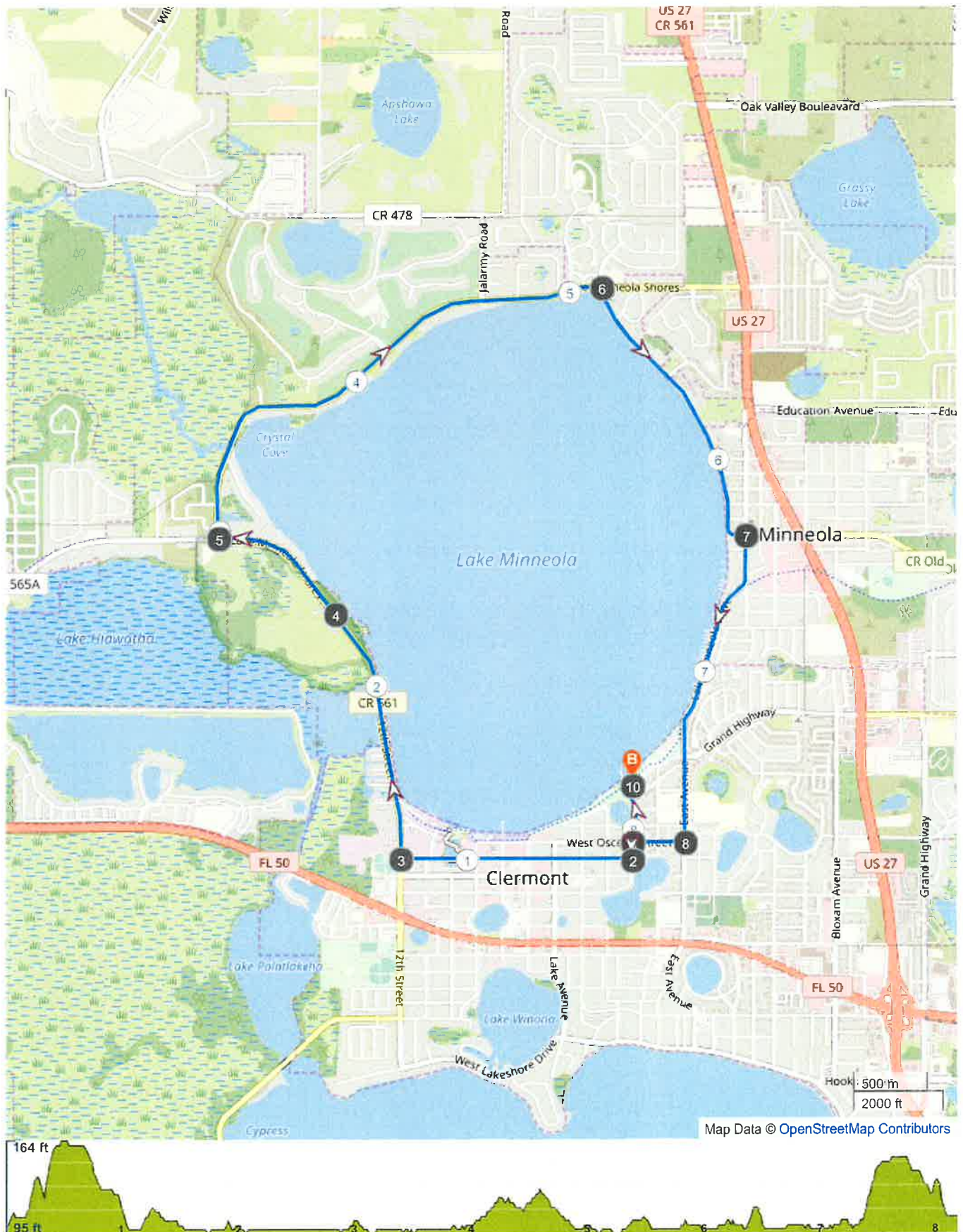


ROUTE LENGTH	8.179 miles
ASCENT	275 ft
DESCENT	272 ft
HILLS	⬆ 31.5% ⬇ 31.5% ➡ 37.0%
TERRAIN	Road A
START	LAT: 28.560712, LNG: -81.759817



NOTES

RACEJOY SPRINT BIKE COURSE



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on Palm Street
2	0.311	➔	Turn right onto W Minneola Ave
3	1.270	➔	Turn right onto 12th Street
4	2.343	⤵	At roundabout, take exit 1 onto Lake Minneola Shores
5	2.965	➔	Turn right onto CR 561
6	5.138	➔	Turn right onto Lake Drive
7	6.391	➔	Turn right onto South Main Avenue
8	7.727	➔	Turn right onto West Osceola Street
9	7.942	➔	Turn right onto 3rd Street
10	8.179		FINISH



ROUTE INFORMATION



ROUTE LENGTH 3.091 miles

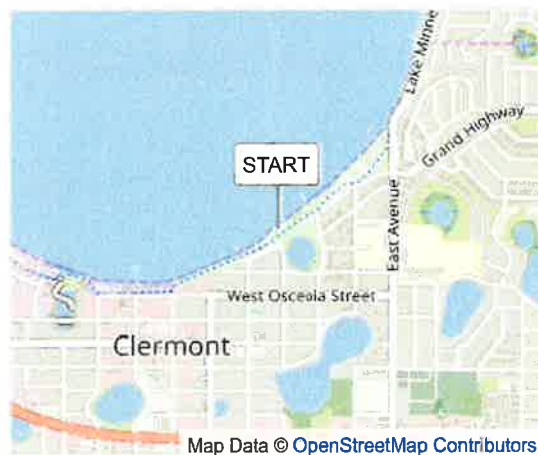
ASCENT 42 ft

DESCENT 45 ft

HILLS ⬆ 23.6% | ⬇ 23.6% | ➡ 52.7%

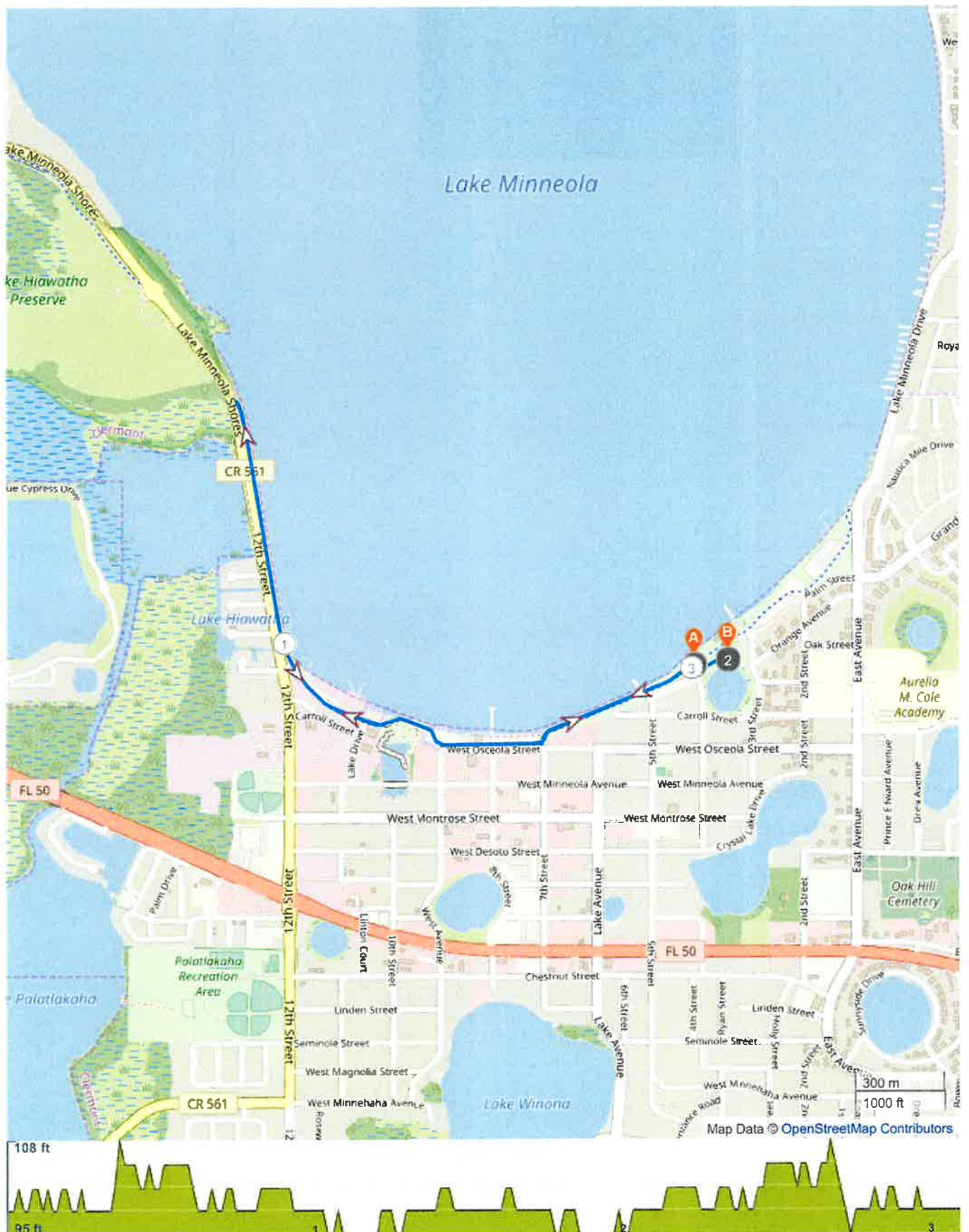
TERRAIN Mixed

START **LAT: 28.559830, LNG: -81.761810**



NOTES

The 5K run course



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start near 436 Lake Minneola Dr, Clermont, FL 34711, USA
2	3.091		FINISH



OUTDOOR VENUE LAYOUT





BEACH AREA USED FOR THE SWIM PORTION OF THE TRIATHLON

SETUP OF THE
BARICADES AND FINISH
LINE ARE SETUP
THE DAY BEFORE EVENT
(AFTERNOON)





**Stage is used for the
Awards
Presentation**

**Highlander
Building is
used for Packet
Pickup**





CITY OF CLERMONT

TEMPORARY STRUCTURE, SPECIAL EVENT, OR OPEN AIR SALES PERMIT
APPLICATION

PROJECT OR BUSINESS NAME (if applicable)

Nightmare on the Clermont Trails 5k

Date: 10/31/2026

APPLICANT/CONTACT INFORMATION

Name SOMMER SPORTS EVENTS - FRED SOMMER

Address 1271 COMMONS COURT

City CLERMONT

State FL

Zip 34711

Telephone 352-394-1320

Fax

Email MICHELLE@SOMMERSPORTS.COM

OWNER INFORMATION

Owner's Name SOMMER SPORTS EVENTS

Owner Address 1271 COMMONS COURT

City CLERMONT

State FL

Zip 34711

Telephone 352-394-1320

Fax

PERMIT INFORMATION

Type of Structure & Size (tent, etc.):

10 x 10 Tents

Proposed location of structure, event, or open air sale (attach site plan, map, aerial, etc. as needed to demonstrate proposal):

Victory Point

Description of operation or event (attach additional information as necessary):

Food + Registration Tents

Date(s) for which permit is requested:

Hours of operation:

I/We, the undersigned property owner/applicant, do hereby state the I/we have read the City of Clermont's regulations for Open Air Sales and will abide by these regulations. By signing below, applicant and/or property owner understands that should the Open Air Sales not occur on the date specified above, subsequent requests may be denied.

Michelle Craske

Applicant Name (print)

M. Creshe

Applicant Name (signature)

Owner Name (print)

Owner Name (signature)

NOTE: The desired dates requested for the Temporary Structure or Event Permit must extend from the date the structure is proposed to be erected through the date the structure is proposed to be removed. Temporary Structure Permits more than 10 days or for more than one (1) time/year, must be scheduled on the agenda and requested of the Clermont City Council, and shall be considered at a public meeting.

Approved by the City of Clermont

Date

Certificate of Flame Resistance

This is to certify that the materials described have been flame-retardant treated (or are inherently nonflammable)

Issued By:

Celina Tent, Inc.
5373 State Route 29
Celina, Ohio 45822-9210
www.CelinaTent.com

MANUFACTURER OF FINISHED TENT PRODUCTS DESCRIBED HEREIN

Celina Tent, Inc. certifies that the fabrics used in its tent products are flame resistant. All tent, canopy, structure, and shelter products manufactured and distributed by Celina Tent, Inc. will display a "Tent Identification and Warning label" certifying that it has been made of a flame resistant material.

Tent fabrics have been independently tested to meet or exceed one or more of the following flammability specifications:

NFPA-701	CPAI-84	ASTM D 6413
BS 5438	BS 7837 (1996)	DIN 4102-B1

Certification is hereby made that: The articles described on this Certificate have been treated with flame-retardant approved chemicals and that the application of said chemical was done in conformance with California Fire Marshal Code, and is equal to or exceeds Specification: **NFPA-701**

Method of Application: **IMPREGNATED**

Description of Item Certified: **PRESTO SERIES POLE CANOPY**

The Application Of Any Foreign Substantance To The Tent Fabric May Render The Flame Resistant Properties Inneffective.

This item is certified flame resistant or nonflammable, NOT FIRE PROOF.

The fabric will burn if left in continuous contact with any flame source.

Open flames should never be used under any tent, canopy, structure, or shelter.

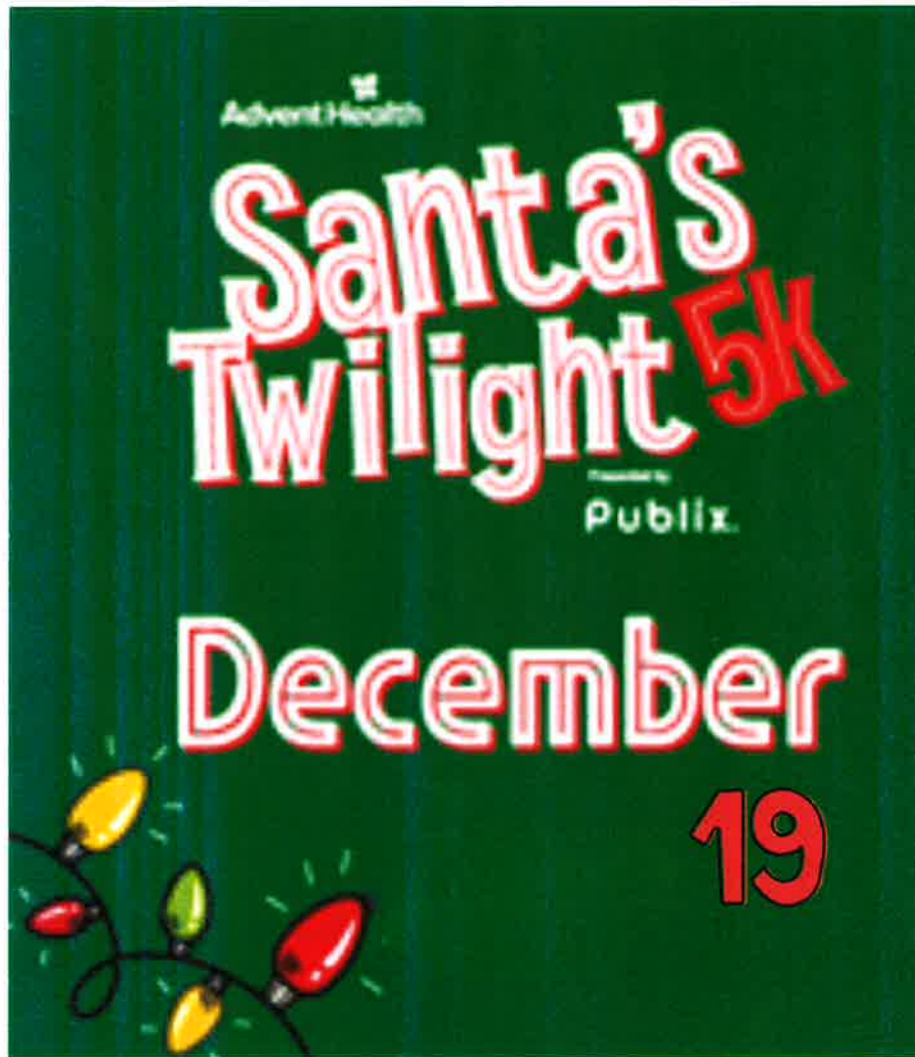


CELINA TENT™

Tent Products Division – Celina Tent, Inc.

Signed: _____

Rev. 20150709



Event Timetable*:

Saturday, December 19, 2026

Buildout begins at 9am

4:00pm - 6:00pm Packet Pick-up at
Clermont City Hall Park,
corner of Montrose & 7th Streets,

Clermont 6:00pm START of 5K





APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date MAY 30, 2025
Name of Event ADVENTHEALTH SANTA'S TWILIGHT 5K
Date(s) of Event DECEMBER 19, 2026 Estimated Attendance: 1000
Event Start Time: 6PM Event End Time: 9PM
Before Event Setup Time: SAT 12/19/26 9AM After Event Cleanup Time: SAT 12/19/26 10PM
Name of Organization/Applicant SOMMER SPORTS EVENTS

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 # 87-1801360

Event Contact MICHELLE CRASKE Email MICHELLE@SOMMERSPORTS.COM

Day Phone 352-394-1320 Cell Phone 352-988-9485

Address 1271 COMMONS COURT City CLERMONT State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: Holiday themed 5K night run in Downtown Clermont .

All participants will receive a really cool long-sleeved shirt, holiday themed finisher medal, cookies, hot cocoa and photos with Santa

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

Please choose (See Pages 5-6) A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

Please be sure to attach a Site Plan - Failure to do so results in incomplete application and will not be reviewed.

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* 10x10

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

Electrical Use: ☐ Yes ☒ No Describe the need: _____

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

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

Fire Inspectors will be required for food vendors at the cost of the event organizer.

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

Law Enforcement Stand-by Requested: ☒ Yes ☐ No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Fire Department Support Requested: ☐ Fire Boat ☒ Fire / EMS Cart ☐ Public Education

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

Describe: Announcer

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

If Yes, please provide a water safety plan for review by the Clermont Fire Department.

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 SANTA'S TWILIGHT 5K
 DATE OF EVENT: december 19, 2026
 EVENT CONTACT: MICHELLE CRASKE
 REFUND MAILING ADDRESS: 1271 COMMONS COURT
 Street Address
 CLERMONT FL 34711
 City ST Zip
 CELL PHONE: 352-988-9485

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				
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$56.25	\$56.25	4 hr. min, Per Officer	
Fire/ EMS Med Cart	\$150	\$150	4 hr. min, 2 staff min	
Fire Boat in the Water	\$300	\$300	Per Hour	
Fire Inspector	\$75	\$75	3 hr. min	
				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.



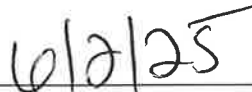
Applicant's Signature



Title



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.

MAP 1



MAP 2



MAP 3



APPLICATION PROCESS

GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a **maximum** of 12-months in advance and a **minimum** of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) **30-days prior to the event**.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

NON-PROFIT REQUIREMENTS

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

CITY STAFFING REQUIREMENTS

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY

Deposits

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

Payments

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

Insurance

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

Vendors

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.*
- *Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.*
- *Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.*
- *Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.*
- *Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.*
- *Applicant may be required to submit a list of participating vendors.*

South Lake Trail

- *It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.*

FOOD SERVICE REQUIREMENTS

- *A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.*
- *No glass containers are allowed.*
- *Health and Safety: Vendors selling any food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporarevents.html>.*
- *Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.*
- *Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).*

ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY

In order to serve alcoholic beverages, the following is required:

- *Valid liquor license*
- *Valid liquor liability insurance*
- *Customer identification method for alcohol distribution*
- *City of Clermont alcohol application*
- *For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.*
- *Alcohol must be stopped from serving half hour before the event end time.*

SECURITY REQUIREMENTS

- *For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.*
- *Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.*
- *The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.*

NOISE LEVEL

[Sec. 54-120. - Noise and other conduct. (a)

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

PERFORMERS

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

ROAD CLOSURE NOTIFICATION

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

TRASH AND DUMPSTERS

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

GREASE RECEPTACLES

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

TOILET FACILITIES

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

EVENT CLEANUP – IF HELD ON CITY PROPERTY

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

FIRE SAFETY/EMS COVERAGE

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

POLICE DEPARTMENT COVERAGE

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

SITE PLANS

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

PERMITS AND LICENSES

All permits and licenses relating to events in the City of Clermont will be applicable.

ELECTRICAL POWER

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

LAKE COUNTY PERMIT

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

TENTS

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

TENT PERMIT

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

SIGNS

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

PARKING

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

WIFI

WiFi is not guaranteed during event times.

MARKETING

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

MEETING

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

CHANGES

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

COMMUNICATION

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

REFUNDS AND CANCELLATIONS

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

Rental Cancellation and Refund Policy (application fees are non-refundable)	
If you cancel within:	You will receive:
60 calendar days or more from the rental date	100% of the rental cost
59-31 calendar days from the rental date	50% of the rental cost
30 calendar days or less from the rental date	No refund of the rental cost

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☐ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☐ 9. Site Plan
- ☐ 10. FLDEP Approval *(if applicable)*
- ☐ 11. Lake County Application *(if applicable)*

THE FOLLOWING ITEMS MUST BE NOTED ON YOUR SITE PLAN

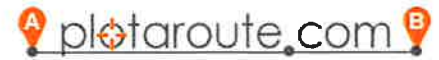
Maximum Size of 8 ½ x 11" including the following information:

✓	N/A	
☐	☐	Location of food vendor area(s)
☐	☐	Canopy/Tent Locations w/ sizes
☐	☐	Fuel storage/dispensing areas
☐	☐	Emergency Access Route for EMS & Fire
☐	☐	Location of vendor booths & games
☐	☐	Location of fire extinguishers and other safety equipment
☐	☐	Location of fire extinguishers & other required life safety equipment
☐	☐	Description of sound amplification facilities or equipment to be utilized
☐	☐	Location and description of Attention Getting Devices (Balloons, etc.)
☐	☐	Location of generators
☐	☐	Location of temporary power drop
☐	☐	Rides with descriptions
☐	☐	Identify any fences/gates around event
☐	☐	Stage locations
☐	☐	Table, chair, and equipment layout
☐	☐	Traffic routing, road closures, separation of parking area from event
☐	☐	City facilities or equipment to be utilized
☐	☐	Location and description of banners or signage (not permitted in ROW)
☐	☐	Location of portable restrooms



Santa's Twilight 5k 2025

ROUTE INFORMATION

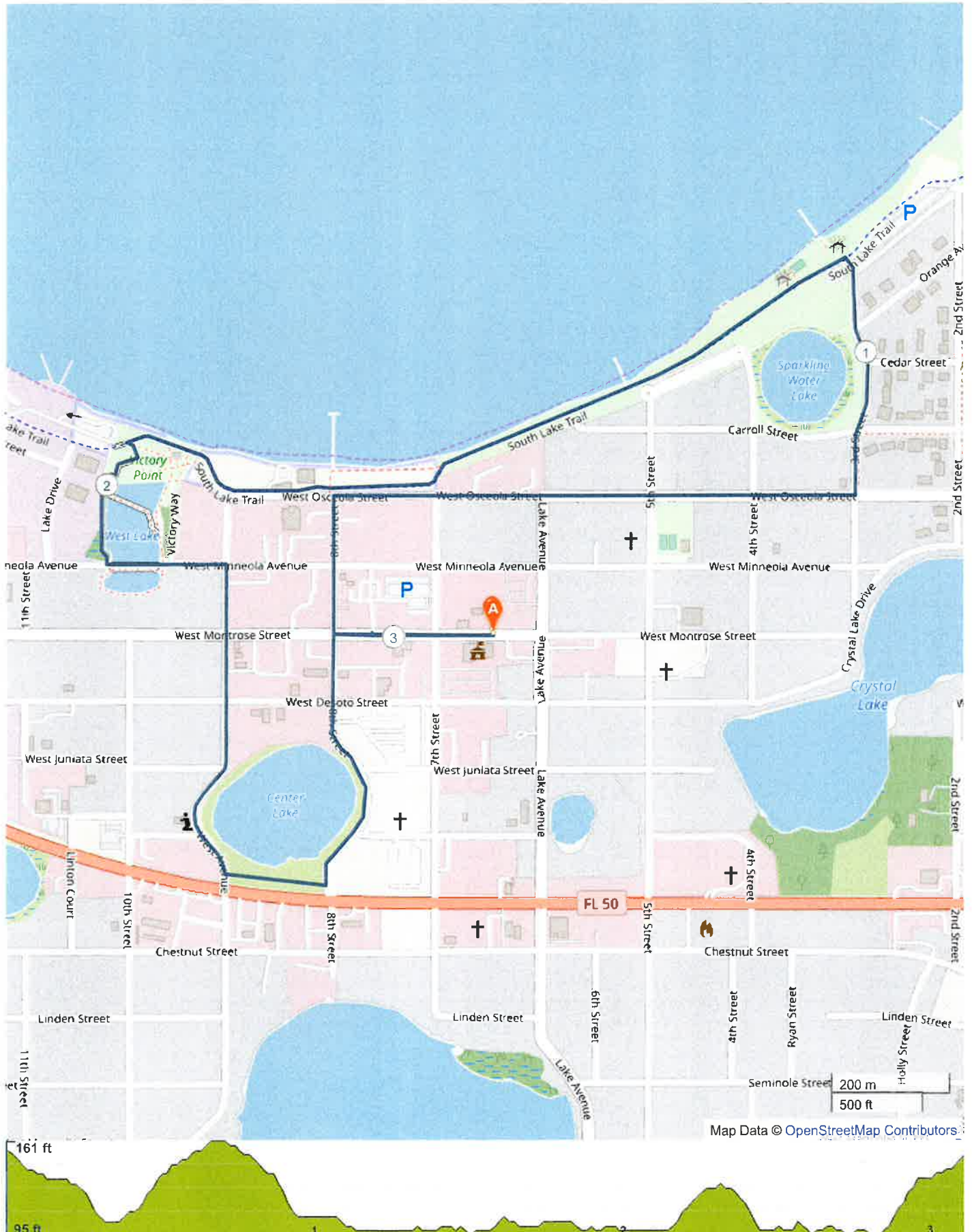


ROUTE LENGTH	3.107 miles
ASCENT	157 ft
DESCENT	164 ft
HILLS	⬆ 36.4% ⬇ 36.4% ➡ 27.3%
TERRAIN	Mixed
START	LAT: 28.555257, LNG: -81.765924



NOTES

Santa's Twilight 5k 2025



ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.166	➔	Turn right onto 8th Street
2	0.308	➔	Turn right onto West Osceola Street
3	0.741	➔	Turn right onto 4th Street
4	0.743	➔	Turn right onto West Osceola Street
5	0.849	⬅	Turn left onto 3rd Street
6	1.566	↖	Keep left onto South Lake Trail
7	1.929	⬅	Turn sharp left
8	1.937	➔	Turn right
9	1.952	➔	Turn right
10	2.086	⬅	Turn left onto West Minneola Avenue
11	2.209	➔	Turn right onto West Avenue
12	2.934	➔	Turn right onto West Montrose Street
13	2.976	⬅	Turn left
14	2.980	⬅	Turn left onto West Montrose Street
15	3.103	⬅	Turn left
16	3.107		FINISH

Sommer Sports, Inc.

Clermont, Florida

July 30, 2025

Clermont City Council

Clermont City Hall

685 West Montrose Street

Clermont, FL 34711

Dear Honorable Members of the Clermont City Council,

On behalf of Sommer Sports Events, I would like to extend our heartfelt gratitude to the City of Clermont for your unwavering support over the past 42 years. Your continued partnership has been instrumental in the success of our events, which simply would not be possible without the collaboration and backing of the city and the incredible Clermont community.

Over the decades, Sommer Sports events have welcomed hundreds of thousands of athletes and visitors to Clermont, representing all 50 states and more than 40 countries. These events have not only fueled local tourism and commerce but have also elevated Clermont to international recognition as a world-class triathlon destination. In fact, it is through these very events that Clermont earned its distinguished reputation as the “Choice of Champions.”

The City’s support has always played a pivotal role in allowing us to host high-quality, community-centered events. However, the increasing logistical and financial challenges of producing these events make that support more essential than ever. In 2025 alone, we anticipate contributing over \$25,000 directly to local nonprofit and community groups. Furthermore, the influx of athletes and spectators provides a tremendous economic boost to South Lake County—supporting local hotels, restaurants, and small businesses, especially in downtown Clermont.

As a proud, locally grown company, Sommer Sports remains deeply committed to giving back. We regularly assist with other City-sponsored events by donating the use of crowd control barricades and other event equipment upon request. Despite this mutual cooperation, we continue to shoulder significant expenses—nearly \$50,000 this year alone—for required traffic control and medical support within the Clermont city limits.

We are aware of concerns regarding potential revenue loss from city facility rentals during our events. However, we believe the positive economic impact of bringing an average of 1,200 – 1,500 out-of-town visitors to Clermont per an event far outweighs the short-term gains from smaller private rentals. That said, for 2026, we have proactively reduced our event footprint to better accommodate rentals on non-race days.

With this in mind, we respectfully request that the City of Clermont waive venue and facility rental fees for our approved 2026 events in exchange for being recognized as a Premier Sponsor. The sponsorship package we are offering has a retail value exceeding \$40,000 and reflects the mutual value of our long-standing partnership.

Thank you again for four decades of steadfast support. We look forward to continuing our shared mission of promoting health, tourism, and economic vitality in Clermont for many years to come.

With sincere appreciation,

Fred Sommer

President, Sommer Sports Events, Inc.



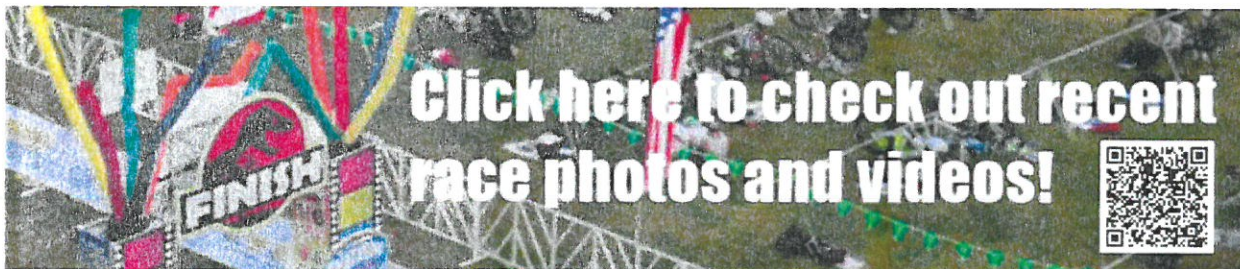
1271 Commons Court, Clermont, FL 34711 • Ph 352-394-1320 • SommerSportsEvents.com • SommerSports.com

Projected 2025 Costs & Contributions - Sommer Sports Clermont Events



NOTES:

- Traffic control costs listed are the minimum expected in 2025. Additional costs may occur due to the need to raise rates or bring in FHP. CPD also subs out positions due to staffing shortages.
- Complimentary race entry total reflects full retail value. Many gifted entries to the City go unused.



<https://sites.google.com/sommersports.com/photos/>









Cory Cody

From: Shelly Linder <Shelly@sommersports.com>
Sent: Thursday, July 17, 2025 4:10 PM
To: Cory Cody
Cc: Michelle Craske; Fred Sommer; Brian Forman; Shelly Linder
Subject: Sommer Sports - Updated 2026 Permit Application Information

Hi Cory,

I've scaled back the areas requested on our initial permit applications for the 2026 events. The updated requests for each event are outlined below. Please let me know if you have any questions or need additional information.

GREAT CLERMONT - Event Date: 3/8/2026

Permit changes: EVENT DAY - MAP C - March 8, 2026

Buildout dates (Friday and Saturday) MAP B ONLY - (March 6th and March 7th)

LAKE MINNEOLA HALF MARATHON - Event Date: 3/22/2026

Permit changes: MAP A and MAP B on Event Day March 22, 2026

Buildout day (Saturday) Map B ONLY- (March 21, 2026)

GIRLZ ON FIRE - Event Date: 5/9/2026

Permit changes: EVENT DAY - MAP C - 5/9/2026

Buildout dates (Thursday and Friday) MAP B ONLY (May 7th and May 8th)

COOL SOMMER MORNINGS TRIATHLON SERIES #1 - Event Date: 6/14/2026

Permit changes: EVENT DAY - MAP C - 6/14/2026

Buildout dates (Friday and Saturday) MAP B ONLY (6/12 and 6/13/2026)

COOL SOMMER MORNINGS TRIATHLON SERIES #2 - Event Date: 7/12/2026

Permit changes: EVENT DAY - MAP C - 7/12/2026

Buildout dates (Friday and Saturday) MAP B ONLY (7/10 and 7/11/2026)

COOL SOMMER MORNINGS TRIATHLON SERIES #1 - Event Date: 8/9/2026

Permit changes: EVENT DAY - MAP C - 8/9/2026

Buildout dates (Friday and Saturday) MAP B ONLY (8/7 and 8/8/2026)

COOL SOMMER MORNINGS TRIATHLON SERIES #1 - Event Date: 9/13/2026

Permit changes: EVENT DAY - MAP C - 9/13/2026

Buildout dates (Friday and Saturday) MAP B ONLY (9/11 and 9/12/2026)

GREAT FLORIDIAN TRIATHLON - Event Date: 10/18/2026

Permit changes: EVENT DAY - MAP C - 10/18/2026

Buildout dates (Friday and Saturday) MAP B ONLY (10/16 and 10/17/2026)

NIGHTMARE ON THE CLERMONT TRAILS 5K - Event Date: 10/31/2026

Victory Pointe - Event Day only (no changes) 10/31/2026

SANTA'S TWILIGHT 5K - CITY HALL DOWNTOWN CLERMONT - Event Date: 12/19/2026

City Hall - Event Day only (no changes) 12/19/2026

Just a quick FYI — Fred will be sending over some supporting documentation and historical information next week regarding our long-running events. Thank you for your attention to this matter. We're looking forward to a great 2026!

Shelly - Office Administration

Sommer Sports Inc. | Great Floridian Triathlon

1271 Commons Court | P.O. Box 121236 | Clermont, Florida 34712

352.394.1320 (office) | 352.394.1702 (fax)

www.SommerSports.com



On Thu, Jul 17, 2025 at 2:10 PM Cory Cody <ccody@clermontfl.org> wrote:

Good afternoon,

I was informed that I should be expecting some updates to the previously submitted Sommer Sports applications – just following up on the ETA for this info as I'm hoping to submit this info soon for the 8/12/25 council meeting.

Additionally, if the major information is the same and changes are primarily date / time related you can simply update this in email / document – no need to resubmit each individual application.

Thank you!



Cory Cody, CPRP, CPO, MBA
Events & Performing Arts
Manager

620 West Montrose St, Clermont, FL 34711

Tel 352-708-5951 | Fax 352-394-2900

ccody@clermontfl.org

www.clermontfl.gov



Our mission: To preserve and enhance the quality of life for the

Clermont community by providing exceptional services.

Website: <https://www.clermontfl.gov/>

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

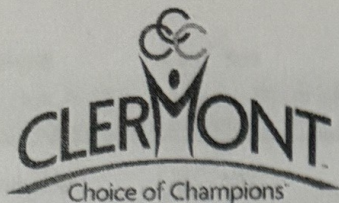


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 12, 2025		
Agenda Item Name		
Event and Open Container Request <i>Viva Clermont!</i>		
Requested Action		
Consider the request to have an open container area for the event on November 16, 2025 for Viva Clermont.		
Staff Report		
The special event applicant representing the Ohana Foundation is requesting to have a designated open container area at Waterfront Park on November 16, 2025 from 11 AM - 9 PM for their proposed event viva clermont. The open container area consists of a fenced in area at waterfront park on the grass area. The South Lake Trail will remain open for daily use by the public. The organization will be required to provide all necessary alcohol license documentation from the Alcohol Beverage and Tobacco Agency. They will be required to staff and pay for the proper number of police, medical, and public works staff as directed.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Application - Viva Clermont	Application - Viva Clermont.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 5/25/25
Name of Event VIVA Clermont!
Date(s) of Event November 16th 2025 Estimated Attendance: 300-400
Event Start Time: 11am Event End Time: 9pm
Before Event Setup Time: 7am After Event Cleanup Time: 9pm-11pm
Name of Organization/Applicant Ohana Foundation

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 # 84-4942185

Event Contact Dr. Hidalgo Email events@eventuresLtd.com

Day Phone _____ Cell Phone 305-515-0748

Address 8815 Conroy Windermere City Orlando State FL Zip 32835

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: _____

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

Please choose (See Pages 5-6) A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

Please be sure to attach a Site Plan - Failure to do so results in incomplete application and will not be reviewed.

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* 10'x10'

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

Electrical Use: ☒ Yes ☐ No Describe the need: for vendors, sound equipment

Additional permits may be required based on use

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

Gas Fueled Equipment: ☐ Yes ☒ No Describe Use: _____

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

Fire Inspectors will be required for food vendors at the cost of the event organizer.

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

Law Enforcement Stand-by Requested: ☒ Yes ☐ No

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Fire Department Support Requested: ☐ Fire Boat ☐ Fire / EMS Cart ☐ Public Education

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

Describe: DJ and band

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

If Yes, please provide a water safety plan for review by the Clermont Fire Department.
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: VIVA clermont!
 DATE OF EVENT: NOVember 10th 2025
 EVENT CONTACT: Dr. Hidalgo
 REFUND MAILING ADDRESS: 8815 Conroy windermere #227
 Street Address
Orlando FL 32835
 City ST Zip
 CELL PHONE: 305-515-0748

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				
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$56.25	\$56.25	4 hr. min, Per Officer	
Fire/ EMS Med Cart	\$150	\$150	4 hr. min, 2 staff min	
Fire Boat in the Water	\$300	\$300	Per Hour	
Fire Inspector	\$75	\$75	3 hr. min	
Sales Tax				
GRAND TOTAL				\$1,310.00

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

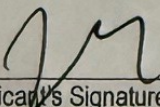
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

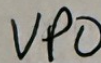
All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

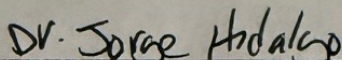
PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, 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.

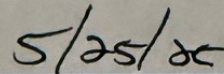
Indemnification, Insurance and Additional Costs

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.


Applicant's Signature


Title


Printed Name


Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

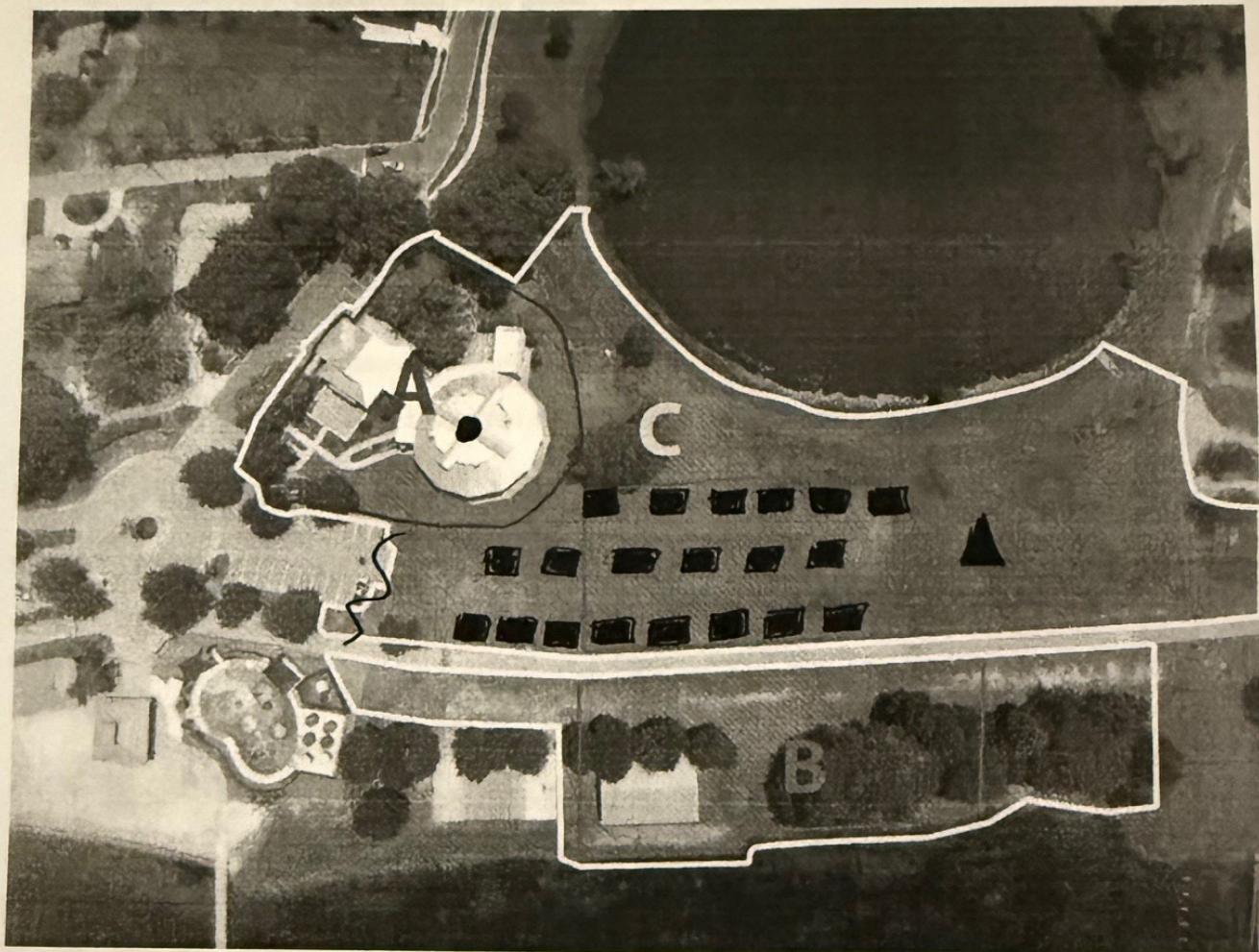
c) Fire Department

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.

MAP 1



- - stage
- - 10x10 tents (Food vendors and exhibitors)
- ▲ - Bounce house
- { - Main entry/exit



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 12, 2025		
Agenda Item Name		
Integra Development Agreement		
Requested Action		
Staff Report		
Earlier in 2025, a developer entity at Integra suggested that Clermont's requirements for its development were unconstitutional and forcing it to bear an unfair burden of expense for constructing sewer and water infrastructure including lift stations. Developer requested impact fee credits. The City denies any wrongdoing or illegal action. However, the City and Developer negotiated a resolution that would not lead to any impact fee credits and with Developer bearing the sole burden of the infrastructure cost, much of the infrastructure ultimately to be dedicated to the City. This agreement reflects the resolution of negotiations and the conditions and cost-sharing that neighboring properties will have to fulfill in order to use the infrastructure.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Memo to City of Clermont - Impact Fee Credits	Memo to City of Clermont - Impact Fee Credits.pdf	
2. Development Agreement	Development Agreement .pdf	



MEMORANDUM

TO: City of Clermont; City of Clermont Development Services Department; City of Clermont Public Services Department; City of Clermont City Attorney

FROM: Shutts & Bowen LLP; Dan O'Keefe; Alex S. Zehmer; Kyla E. Szubinski

DATE: March 25, 2025

RE: *Impact Fee Credits for Utility Infrastructure Improvements*

On behalf of Integra Land Company ("**Integra**"), we present this memorandum to the City of Clermont ("**City**") to present the legal basis for our position that the City is required by Florida law to issue water and sewer impact fee credits to Integra for certain utility infrastructure improvements that the City is requiring Integra to build in order to receive construction permits.

I. Factual Background

A. Advent Lines

Integra is developing an apartment project within the City known as Integra Wellness Way – The Sante (the "**Sante**"). When Integra submitted its permit application to the City for its construction of on-site utilities infrastructure to provide water and sewer service to the Sante, the City responded with comments conditioning Integra's permits on Integra constructing utility lines across its property to enable future service to a neighboring property to the west (the "**Advent Property**") owned by Adventist Health System/Sunbelt, Inc. ("**Advent**"). This condition from the City requires Integra to construct multiple segments of water lines and sanitary sewer lines that serve only the Advent Property (the "**Advent Lines**"). The Advent Lines do not in any way provide or allow for utility service for the Sante. The construction of the Advent Lines causes Integra incur significant additional costs, estimated to be over Two Hundred Thirty Thousand Dollars (\$230,000.00). Integra can provide documentation of the segregated additional expense for the Advent Lines. Integra attempted to negotiate a monetary contribution directly from Advent for the cost of the Advent Lines, but Advent has ultimately rebuffed our request.

B. Offsite Utilities

In addition to the Advent Lines described above, the City is also requiring Integra to privately fund the construction of various offsite utility facilities that will be dedicated to the City, including water lines, sewer lines and a lift station (the "**Offsite Utilities**"). The Offsite Utilities are designed and permitted to provide enough water and sewer capacity to serve numerous users in the area, including but not limited to Integra, Advent and Olympus Orlando Holdings, LLC

(“**Olympus**”). Integra and Olympus entered into an agreement to fund the construction of the Offsite Utilities, but Integra’s efforts to negotiate a contribution from Advent to fund Advent’s share of the Offsite Utilities were refused by Advent. The total cost of constructing the Offsite Utilities is estimated to be over Two Million Six Hundred Thousand Dollars (\$2,600,000.00). We can offer a general estimate of the usage of the Offsite Utilities; Olympus will utilize roughly 50% of the capacity and each of Integra and Advent will utilize roughly 25% of the capacity. Advent’s refusal to contribute to the cost of facilities that it will benefit from results in Integra incurring a disproportionate amount of the cost of the Offsite Utilities relative to its eventual use of the Offsite Utilities (the “**Integra Offsite Excess Cost**”).

II. Florida Law on Impact Fees; Impact Fee Credits

The City requires, when applicable, a developer to make certain contributions in order to mitigate anticipated negative impacts of new development. See the Florida Impact Fee Act, Fla. Stat. §163.31801; *see also* City of Clermont Code §111-2 (requiring payment of impact fees). Sanitary sewer, solid waste, drainage, and potable water are such public facilities and services subject to concurrency on a statewide basis. Fla. Stat. §1631.3180(1). In conjunction with the overall development of the Sante and the Advent Parcel, the City will require Integra and Advent to provide contribution for utility services before any development begins as a form of concurrency or impact fee.

Local governments who adopt an impact fee must comply with the Florida Impact Fee Act. See Fla. Stat. §163.31801. The Florida Impact Fee Act provides that “any contribution, whether identified in a proportionate share agreement *or other form of exaction*, related to public facilities or infrastructure, including land dedication, site planning and design, or *construction... must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.*” Fla. Stat. §163.31801(5)(a).

III. Exactions and the Unconstitutional Condition Doctrine

The City is requiring Integra to fund the full cost of constructing the Advent Lines and bear the Integra Offsite Excess Cost, both of which have been considered a monetary exaction under Florida law and could be challenged as an unconstitutional condition. The City’s requirement that Integra disburse funds for the construction of Advent Lines and the Offsite Utilities operates upon Integra receiving approval to develop its property. Monetary exactions, as a condition of a land use approval or permit, must satisfy requirements that the local government’s mitigation demand have an essential nexus and rough proportionality to the impacts of a proposed development. *Koontz v. St. Johns River Water Mgmt. Dist.*, 570 U.S. 595, 133 S. Ct. 2586, 186 L. Ed. 2d 697 (2013); quoting *Nollan v. California Coastal Commission*, 483 U.S. 825, 837, 107 S.Ct. 3141, 97 L.Ed.2d 677 (1987); and *Dolan v. City of Tigard*, 512 U.S. 374, 384, 114 S.Ct. 2309, 129 L.Ed.2d 304 (1994). This doctrine also applies to impact fees imposed by a local government to pay for public facilities. Local governments can impose a condition on the issuance of the permit without effecting a taking requiring just compensation if the condition “serves the same governmental purpose as the developmental ban.” *Id* at 590. There must be an “essential nexus” between a legitimate interest of the government, the impact of a landowner’s actions on the attainment of that

interest, and the fee or condition imposed on the landowner to protect or achieve that legitimate interest. The Florida Impact Fee Act codifies the requirement in Fla. Stat. 163.31801(4)(f), which states that “impact fees must be proportional and reasonably connected to, or ha[ve] a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.”

A. Monetary Exactions - Case Examples

In *Koontz*, the developer was asked to fund off-site improvements as a condition of being granted a land use permit. The City conditioned approval on the developer agreeing to hire contractors and make substantial improvements to district-owned land several miles away. The court held that conditioning approval of land use permit on developer’s funding of offsite mitigation projects on public land was an exactions taking. *Koontz*, 570 U.S. at 595; *see also Murphy Auto Grp., Inc. v. Fla. Dep’t of Transportation*, 310 So. 3d 1066, 1067–68 (Fla. Dist. Ct. App. 2020) (spending money to reconstruct FDOT’s drainage collection system and certain drainage improvements exacted by FDOT constituted a taking rather than a legitimate exercise of FDOT’s regulatory power because the required improvements were not roughly proportional to the project’s drainage impacts); *see* U.S. Const. Amend. 5; *Anderson Creek Partners, L.P. v. County of Harnett*, 2022 -NCSC- 93, 876 S.E.2d 476 (N.C. 2022) (One-time impact fees that county charged developers as monetary exactions for water and sewer services, as precondition for county’s concurrence in developers’ water and sewer permit applications, were required to have essential nexus and rough proportionality with costs that proposed developments imposed on county’s water and sewer infrastructure in order for fees not to constitute takings; each fee was linked to specific parcel of land proposed for development, and allowing county to increase fees or use fee proceeds for non-development-related purposes would enable county to pressure developers to give up property without just compensation).

IV. Analysis

A. Rough Proportionality - Advent Lines

The City can only require Integra to pay for utility improvements to serve the public or third parties if there is a rough proportionality between such utility improvements to the impacts of Integra’s proposed development. Integra will be required to pay water and sewer impact fees for the Sante at full par value according to the City’s residential impact fee schedule. In addition to Integra’s payment of impact fees, the City is requiring Integra to bear the full cost of constructing the Advent Lines to solely service the Advent Property. The construction of the Advent Lines, in addition to the payment of impact fees, is not roughly proportionate to the impact of the Sante on the City. Integra is fully compensating the City for the impacts of the Sante with impact fees, and the additional cost of constructing the Advent Lines shatters any semblance of a rough proportionality between the Sante and its impacts. Thus, the rough proportionality test is not met by the City’s permitting condition to require Integra to construct the Advent Lines.

B. Rational Nexus - Advent Lines

There is no rational nexus between Integra's development of the Sante and the Advent Lines. A substantial portion of the Advent Lines are fully independent of the water and sewer system being installed to serve the Sante. The remaining lines are connected to the Sante's utility system, but are extraneous and do not contribute to the functioning of the Sante's utility system. Integra constructing the Advent Lines simply has no rational nexus to its development of the Sante. If the City has a legitimate interest to cause the construction of utility lines to accommodate future development on neighboring properties, then the City should use its powers appropriately by either requiring the end user to bear the cost of installing the infrastructure or by appropriately compensating Integra for doing so.

The City's permitting condition to require construction of the Advent Lines does not meet the rough proportionality and rational nexus test, thus this condition could be challenged as an unconstitutional condition. The City's demand that Integra spend money to make improvements to benefit third-party-owned land implicates the concern underlying the **unconstitutional conditions doctrine**: "the risk that the government may use its substantial power and discretion in land-use permitting to pursue governmental ends that lack an essential nexus and rough proportionality to the effects of the proposed new use of the specific property at issue." *Koontz*, 570 U.S. at 614. Such permitting condition to construct the Advent Lines presents an unreasonable condition by the City constituting a taking without just compensation and further, poses a risk that the City may use substantial unlimited discretion in land-use permitting to pursue governmental ends that lack an essential nexus and rough proportionality to the effects of the proposed new use of the specified property at issue.

Additionally, Fla. Stat. §163.31801(5)(a) requires that "any contribution... related to public facilities or infrastructure... must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made." Thus, because the City's permitting condition is likely an unconstitutional condition, Florida Law requires the City to reduce Integra's impact fee liability on a dollar-for-dollar basis at fair market value for the cost of constructing the Advent Lines in the form of an offset or impact fee credit.

A. Rough Proportionality – Offsite Utilities

As stated above, the City can only require Integra to pay for utility improvements to serve the public or third parties if there is a rough proportionality between such utility improvements to the impacts of Integra's proposed development. In addition to Integra's payment of impact fees, the City is requiring Integra to bear an objectively disproportionate portion of the cost of constructing the Offsite Utilities. The full payment of project impact fees in addition to funding the Integra Offsite Excess Cost is not roughly proportionate to the impact of the Sante on the City. Integra is fully compensating the City for the impacts of the Sante with impact fees, and Integra additionally bearing the Integra Offsite Excess Cost dispels any notion of rough proportionality between the Sante and its impacts. Thus, the rough proportionality test is not met by the City's permitting condition to require Integra to fund construction of the Offsite Utilities.

B. Rational Nexus – Offsite Utilities

Although the Offsite Utilities will allow utility service to the Sante, there is no rational nexus between requiring Integra to fund a disproportionate amount of the Offsite Utilities and Integra's development of the Sante. Integra has no issue with funding a portion of the cost of the Offsite Utilities that is commensurate with the Sante's estimated utilization of the overall capacity of the Offsite Utilities. The Offsite Utilities have been sized to ensure there is sufficient capacity to serve numerous third-party users in the area. Integra is being required to fund 50% of the cost for the Offsite Utilities, where its actual usage of the overall capacity will be 25% at the most. Again, the City should use its powers appropriately by either requiring the end users to bear the cost of installing the infrastructure or by appropriately compensating Integra for doing so. The City requiring Integra to disproportionately fund the Offsite Utilities simply has no rational nexus to Integra's development of the Sante.

The City's permitting condition to fund the Integra Offsite Excess Cost does not meet the rough proportionality and rational nexus test, thus this permitting condition could be challenged as an unconstitutional condition under the above-mentioned unconstitutional conditions doctrine. Accordingly, Florida Law requires the City to reduce Integra's impact fee liability on a dollar-for-dollar basis at fair market value for the cost of the Integra Offsite Excess Cost in the form of an offset or impact fee credit.

V. Relief Requested

We formally request that the City grant Integra water and sewer impact fee credits in the amount of the cost of constructing the Advent Lines and the Integra Offsite Excess Cost. Integra is willing to accommodate the City by initially funding and constructing the Offsite Utilities and Advent Lines while the Sante is under construction in order to efficiently ensure utility service to future users, however requiring Integra to construct the Advent Lines and fund the Integra Offsite Excess Cost without any form of offset or compensation to Integra is unconstitutional, punitive, and illegal. City representatives, whether it be the Mayor, the City Council, or the Public Services Department, must decide how they wish to facilitate development in the City today and in the future. This obvious unfairness and hardship imposed on Integra, a developer providing much-needed housing development projects within the City, will only serve to dissuade future high-quality development in the City and jeopardize the long-term sustainability of the City's growth. We ask that you make a sensible and fair decision and grant impact fee credits to Integra.

Once impact fee credits are granted to Integra, the City can then appropriately require Advent, as users of the Advent Lines and Offsite Utilities, and other users of the Offsite Utilities to pay impact fees upon commencing development of their respective properties. By doing this the City will be fully compensated for the impact fee credits granted by Integra while also ensuring that the property owners in the area pay their fair share for utility facilities that greatly increase the value of their properties. If the City acts illegally by requiring Integra to construct the Advent Lines and incur the Integra Offsite Excess Cost without the statutorily-required offset or compensation it is entitled to, then Integra may be compelled to initiate legal action against the City. We look forward to discussing the topic of this memorandum with the City and hope to reach a solution that is fair to all parties and ensures high-quality, efficient and sustainable growth within the City.

Prepared by and return to:
Alex S. Zehmer, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, FL 32801

Parcel ID #s: 212326000400000900
212326000400001100

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of August __, 2025 (the “**Effective Date**”), by and between **PRM CLERMONT/WELLNESS WAY OWNER LLC**, a Delaware limited liability company (“**PRM**”), and **CITY OF CLERMONT, FLORIDA**, a Florida municipal corporation (“**City**”). PRM and City are each individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

A. PRM is the owner of land located in Lake County, Florida (the “**County**”), as more particularly described in **Exhibit A** attached hereto and incorporated herein (the “**PRM Parcel**”);

B. Adventist Health System/Sunbelt, Inc., a Florida Not-For-Profit Corporation (“**Advent**”) is the owner of land located in the County with parcel number 212326000400001100, which is located adjacent to the PRM Parcel (the “**Adjacent Parcel**”), as used herein, the current and/or future owner(s) of the Adjacent Parcel shall be referred to herein as the “**Adjacent Parcel Owner**”;

C. The PRM Parcel and the Adjacent Parcel (or any portions or future subdivisions thereof) are sometimes referred to individually as a “**Parcel**” and collectively as the “**Parcels**”.

D. In conjunction with overall development of the Parcels and in accordance with certain permitting requirements of the City and/or the County, certain utility facilities improvements must be constructed and installed on the PRM Parcel and other offsite parcels in order to provide water and sewer service to the Adjacent Parcel as follows (collectively, the “**Utility Facilities**”):

(a) Sewer infrastructure facilities, including a Lift Station (defined below) and sewer lines (the “**Sewer Facilities**”) as generally described and in the locations generally set forth in the Plans (as defined below).

(b) Potable water facilities (the “**Water Facilities**”) as generally described and in the locations generally set forth in the Plans.

(c) Electrical conduit facilities necessary for the operation of the Lift Station (the “**Electrical Facilities**”) as generally described and in the locations generally set forth in the Plans

E. The Parties desire and intend to hereby agree upon certain terms and provisions for the construction, funding and use of the Utility Facilities by the Adjacent Parcel Owner.

THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals and Definitions.** The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. **Definitions.** In addition to those capitalized terms defined elsewhere in this Agreement, as used in this Agreement, the following terms have the following meanings:

(a) **“Applicable Legal Requirements”** means, collectively, all laws, rules, statutes, ordinances, regulations and codes of the City or any other governmental or quasi-governmental body, authority, department or agency, including, but not limited to, the terms of all permits and other governmental or quasi-governmental approvals required to legally carry out and complete the Utility Facilities or any other work contemplated hereunder, as applicable.

(b) **“Completion”** means full construction of the Utility Facilities is achieved, as evidenced by issuance of (i) a certificate of completion or its equivalent issued by the applicable governmental authorities, and (ii) final lien waivers have been obtained from the contractor (as used herein, it being understood that such defined term shall include other grammatical variations thereof, e.g., **“Complete”**).

(c) **“Construction Costs”** means all of the hard and soft costs actually incurred in connection with the design, development and construction of the Utility Facilities, as applicable, through the date of completion and acceptance thereof by the City or other applicable governmental authority including, without limitation, the costs for work, labor and materials required to construct and complete such improvements, general conditions costs, the contractor fee, architectural and engineering fees, consultant fees, legal and professional fees, taxes (other than as is attributable to income derived by a party), permitting fees, bonding costs or premiums, municipal inspection fees and costs and, as to the Utility Facilities.

3. **Utility Facilities Plans.** The construction plans and specifications for the Utility Facilities are identified in **Exhibit B** and incorporated herein (the **“Plans”**). For the avoidance of doubt, the Utility Facilities shall only include water and sewer utility facilities that are necessary to provide service to the Adjacent Parcel. The lift station to be dedicated to the City and identified on the Plans shall be referred to herein as the **“Lift Station”**.

4. **Utility Facilities Cost.**

(a) The cost to Complete the Utility Facilities (the **“Utility Facilities Cost”**) shall be determined by the actual Construction Costs incurred by PRM to construct the Utility Facilities. Upon Completion of the Utility Facilities, PRM may record an addendum to this Agreement memorializing the final actual Utility Facilities Cost.

(b) Adjacent Parcel Share. The portion of the Utility Facilities Cost attributable to the Adjacent Parcel (the “**Adjacent Parcel Share**”) shall be calculated as follows:

(i) For portions of the Utility Facilities that solely serve the Adjacent Parcel – 100% of the cost is attributable to the Adjacent Parcel Share.

(ii) For portions of the Utility Facilities on the PRM Parcel that serve both the Adjacent Parcel and the PRM Parcel – 50% of the cost is attributable to the Adjacent Parcel Share.

(iii) For the Electrical Facilities that serve the Lift Station – 33.33% of the cost is attributable to the Adjacent Parcel Share.

(iv) For the Lift Station – 25% of the cost is attributable to the Adjacent Parcel Share.

(v) For portions of the Utility Facilities outside of the PRM Parcel that serve both the Adjacent Parcel and the PRM Parcel – 25% of the cost is attributable to the Adjacent Parcel Share.

Based on the current estimate of the Utility Facilities Cost, the Adjacent Parcel Share is currently estimated to be Nine Hundred Seventy Six Thousand Eight Hundred Fifty Eight and 53/100 Dollars (\$976,858.53).

5. **Utility Facilities Construction.** PRM shall cause the Utility Facilities to be constructed in accordance and compliance with the Plans and all Applicable Legal Requirements.

6. **Connection to Utility Facilities.**

(a) Except as expressly provided herein, the Adjacent Parcel Owner shall not be permitted to connect to and use the Utility Facilities to provide utility service to the Adjacent Parcel. The City shall not allow such connection to the Utility Facilities to occur unless the Construction and Connection Fee (defined below) is paid and the Utility Easement (defined below) is recorded.

(b) Upon and after Completion of the Utility Facilities, in the event the Adjacent Parcel Owner desires to connect to the Utility Facilities in order to provide water and sewer service to the Adjacent Parcel, Adjacent Parcel Owner shall deliver notice to PRM stating its desire to connect to the Utility Facilities (a “**Connection Notice**”). Within ten (10) business days of PRM’s receipt of such Connection Notice, PRM shall provide to the Adjacent Parcel Owner a statement of the Construction and Connection Fee (as defined in Section 7 below) (a “**Connection Invoice**”). The Adjacent Parcel Owner shall have no right to object to the Construction and Connection Fee in a Connection Invoice. Within thirty (30) days of its receipt of a Connection Invoice, Adjacent Parcel Owner shall pay the Construction and Connection Fee to PRM. Within ten (10) days of its receipt of the full Construction and Connection Fee, PRM shall cause to be recorded in the Public Records of Lake County a permanent utility easement in favor of Adjacent Parcel Owner and benefitting the Adjacent Parcel in the form attached hereto as **Exhibit C**, which shall allow for Adjacent Parcel Owner to connect to and use the Utility Facilities

(the “**Utility Easement**”). If PRM no longer owns the PRM Parcel, the Utility Easement shall be granted by the then-current owner of the PRM Parcel (“**PRM Successor Owner**”).

7. **Payment for Connection to Utility Facilities.** The amount that Adjacent Parcel Owner shall pay PRM for connection to the Utility Facilities (the “**Construction and Connection Fee**”) shall be the Adjacent Parcel Share (as determined by actual costs incurred by PRM to Complete the Utility Facilities) plus an escalator of fifteen percent (15%) per annum (the “**Escalator**”) which Escalator shall commence accruing as of the date this Agreement is recorded in the Public Records of Lake County and continue until the Construction and Connection Fee is fully paid by Adjacent Parcel Owner to PRM as provided in Section 6(b) hereof. By way of example, if the Construction and Connection Fee is paid to PRM fourteen (14) months after the recording of this Agreement, the Construction and Connection Fee shall be the Adjacent Parcel Share plus an escalator of 30%. If the Construction and Connection Fee is paid within one (1) year of recording this Agreement, there shall be no Escalator applied to determine the Construction and Connection Fee. For the avoidance of doubt, the Construction and Connection Fee shall be paid to PRM in all events regardless of whether PRM is the then-owner of the PRM Parcel.

8. **Cooperation.** The Parties shall reasonably cooperate with each other with respect to the matters in this Agreement. The Parties shall execute such further assurances of the purposes and undertakings of this Agreement as may be reasonably required to effectuate the purpose of this Agreement. Upon reasonable request from time to time by any Party, the other Parties, without any additional compensation therefor, shall perform, execute, acknowledge, join in, consent, and deliver any and all such further acts, assurances, documents, and/or instruments as may be reasonably necessary for the fulfillment of the purposes, undertakings, and intentions of this Agreement, in order to permit or allow: (i) any Party to exercise its rights, benefits, and privileges under this Agreement; and/or (ii) any Party to fulfill its duties and obligations under this Agreement. In no event, however, shall any Party be required to incur any material expense or liability pursuant to this Section. This provision shall survive termination of this Agreement.

9. **Maintenance.** Upon completion of the Utility Facilities, PRM and its successors and assigns shall maintain, repair and replace the Utility Facilities located on the PRM Parcel in conformity with all permit requirements and applicable rules and regulations and keep the Utility Facilities in good working condition (the “**Maintenance Obligations**”). The Utility Easement shall provide for Adjacent Parcel Owner’s contribution to PRM for its share of the cost of such Maintenance Obligations. The obligation of PRM to perform the Maintenance Obligations and Adjacent Parcel Owner’s obligation to contribute to the cost of the Maintenance Obligations shall terminate upon the dedication and acceptance of the Utility Facilities and assumption of maintenance responsibilities by the City, County or other public body.

10. **Indemnity.** PRM agrees to defend, indemnify and hold harmless City from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney’s fees whether at trial, on appeal or in bankruptcy, of any kind or nature whatsoever related to this Agreement (i) arising directly out of or caused by the default of the PRM under this Agreement, or (ii) to the extent arising as a result of the negligence or willful misconduct of PRM or its employees, agents, contractors, or subcontractors. City agrees to defend, indemnify and hold harmless PRM and PRM from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney’s fees whether at trial, on appeal or in bankruptcy, of any kind or

nature whatsoever related to this Agreement (i) arising directly out of or caused by the default of the City under this Agreement; or (ii) the negligence or willful misconduct of City or its employees, agents, contractors, or subcontractors.

11. **City Covenants.** In connection with and as consideration for the PRM entering into this Agreement, the City shall not directly or indirectly require PRM or any owner of the PRM Parcel to grant to Adjacent Parcel Owner any easement for connection to and use of the Utility Facilities to provide utility service to the Adjacent Parcel, unless and until PRM certifies to the City that the Construction and Connection Fee has been received.

12. **Remedies.**

(a) Except as otherwise provided by this Agreement, no breach, failure to comply with any term or provision of this Agreement, or failure of a covenant, warranty, or representation contained herein, shall be considered a “Default” until a non-breaching Party has provided written notice of the breach to the breaching Party and the breach has gone uncured for a period of thirty (30) days; provided, however, that if such breach is of a nature that it cannot reasonably be cured within thirty (30) days, then the breaching Party shall have thirty (30) days from the receipt of written notice from the non-breaching Party to commence said required cure, and the amount of time reasonably necessary to complete said required cure, which reasonable time shall in no event exceed ninety (90) days from the receipt of written notice from the non-breaching Party, unless otherwise extended by the non-breaching Party in writing. The thirty (30) day cure period shall in no event be extended for a monetary default.

(b) In the event of a Default by any Party of any of the terms or conditions hereof, subject to the limitation set forth in Section 8(d), the other Parties shall be entitled to full and adequate relief by any and all remedies provided for by this Agreement, together with any and all remedies permitted at law or in equity, including without limitation award of damages, injunction, and specific performance.

(c) Subject to the limitations set forth in Section 8(d), any remedies specifically provided by this Agreement shall be cumulative with and in addition to all other remedies permitted at law or in equity; provided however, notwithstanding any other provision of this Agreement, the City does not waive any sovereign immunity rights it has.

(d) NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE PARTIES EACH WAIVE CLAIMS AGAINST THE OTHER FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, EXEMPLARY DAMAGES AND PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST INCOME, LOST REVENUES, BUSINESS INTERRUPTION, OR LOST BUSINESS ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES, INCLUDING ALL PRIOR DEALINGS AND AGREEMENTS, OR THE CONDUCT OF BUSINESS UNDER, OR BREACH OF, OR THE TERMINATION OF, THIS AGREEMENT, OR BUSINESS RELATIONS BETWEEN THE PARTIES, REGARDLESS OF WHETHER ANY PARTY SEEKS DAMAGES UNDER ANY THEORY OF LAW AND EVEN IF SUCH PARTY ADVISED THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

ADDITIONALLY, NO PARTY MAY TERMINATE THIS AGREEMENT AS A REMEDY UPON THE OCCURRENCE OF A DEFAULT EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

13. **Attorney's Fees and Costs.** In the event of any litigation between the Parties hereto to enforce any provision and right hereunder, the unsuccessful Party to such litigation covenants and agrees to pay the successful Party therein all costs and expenses, expressly including, but not limited to, reasonable attorneys' fees actually incurred therein by such successful Party (including through any appeal), which costs, expenses and reasonable attorneys' fees shall be included in and as a part of any judgment rendered in such litigation.

14. **Notices.** All notices, demands, consents, approvals, requests or other communications which any of the Parties to this Agreement may desire or be required to give hereunder shall be in writing and delivered by (a) hand, (b) nationally-recognized overnight express delivery service, or (c) by e-mail of a letter in "pdf" format to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

To PRM: PRM Clermont/Wellness Way Owner LLC
300 Trade Center, Suite 7700
Woburn, Massachusetts 01801
Attention: Louis F. Karger
Telephone: (781) 935-4500
E-Mail: lkarger@pantherrm.com

With a copy to: Integra Land Company
1525 International Parkway, Suite 2001
Lake Mary, FL 32746
Attention: David G. McDaniel, President
Telephone: (407) 833-3927
E-Mail: dmcdaniel@integralandcompany.com

With a copy to: Seyfarth Shaw LLP
Seaport East, Two Seaport Lane, Suite 1200
Boston, Massachusetts 02210-2028
Attention: Catherine Burns, Esq.
E-mail: cburns@seyfarth.com

With a copy to: Shutts & Bowen LLP
300 S. Lake Avenue, Suite 1600
Orlando, FL 32801
Attn: Daniel T. O'Keefe, Esq. and
Stephen E. Cook, Esq.
Telephone: 407-423-3200
E-mail: dokeefe@shutts.com and
scook@shutts.com

To City:

City Manager
c/o Rick Van Wagner
685 West Montrose Street
Clermont, FL 34711
rwanwagner@clermontfl.org;
dmatthys@clermontfl.org;
drybarczyk@clermontfl.org

With a copy to:

Waugh PLLC
c/o Christian W. Waugh, City Attorney
201 E. Pine Street, Suite 315
Orlando, FL 32801
Telephone: 321-800-6008
E-Mail: cwaugh@waugh.legal

Each notice or other communication shall be deemed to have been delivered, given, and received for all purposes as of the date so delivered at the applicable address (so long as delivery is evidenced by the customary courier or U.S. mail receipt or confirmation of receipt of email, as applicable); provided that notices or such other communication received on a day that is not a business day shall be deemed received on the next business day. The inability to deliver a notice because of a changed address of which no notice was given in accordance with this Section or any rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

15. **Binding Effect; Assignment.**

(a) Except as set forth in this Section 15, this Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and shall run with title to each of the Parcels.

(b) No Party hereto shall have any right to assign its obligations hereunder (such Party being an “**Assignor**” for purposes of this Section) without the prior written consent of each of the other Parties hereto.

16. **Entire Agreement; Amendments.** This Agreement constitutes the final and complete agreement, and supersedes all prior correspondence, memoranda, or agreements among the Parties relating to the subject matter hereto, and no oral statements, representations or prior written agreements relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. This Agreement cannot be changed or modified other than by a written agreement executed by all the Parties. No purported alteration, amendment, change, waiver, termination or other modification of this Agreement shall be binding upon any of the Parties hereto or have any other force or effect in any respect or particular, unless the same shall be in writing and signed by or on behalf of the Parties to be charged therewith.

17. **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or

against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

18. **No Waiver.** Neither the failure of any Party to exercise any power or right given such Party hereunder or to insist upon strict compliance by any other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of any Party's right to demand exact compliance with the terms hereof.

19. **Governing Law.** This Agreement shall be governed, interpreted, and construed under the substantive laws of the State of Florida. The Parties agree that the venue of any action to enforce any rights hereunder shall be Lake County, Florida.

20. **Waiver of Jury Trial.** The Parties hereby knowingly, irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any action or proceeding brought by any Party against another Party under this Agreement. This provision will survive the termination or expiration of this Agreement for any reason.

21. **Counterparts.** This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

22. **No Joint Venture.** Nothing contained in this Agreement shall create any partnership, joint venture relationship, or other similar legal relationship between the Parties under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the Parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the Parties as to a new, specifically defined legal relationship.

23. **Interpretation.** Whenever the words "including," "include" or "includes" are used in this Agreement, they shall be interpreted as if followed by the phrase "without limitation". Unless the context otherwise requires, references herein to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement.

[Signatures appear on the following page(s)]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the Effective Date.

PRM:

WITNESSES:

**PRM CLERMONT/WELLNESS WAY
OWNER LLC, a Delaware limited liability
company**

Print Name: _____

Address: _____

BY: Panther Residential Investments LLC,
a Massachusetts limited liability company, its
Manager

Print Name: _____

Address: _____

By: _____
Louis F. Karger, Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2025, by Louis F. Karger, as Manager of Panther Residential Investments LLC, a Massachusetts limited liability company, as Manager of PRM CLERMONT/WELLNESS WAY OWNER LLC, a Delaware limited liability company, on behalf of said company, who ____ is personally known to me OR ____ has produced _____ as identification and did/did not take an oath.

[AFFIX NOTARY SEAL]

Notary Public

Print Name: _____

My Commission Expires: _____

(signatures continue on next page)

WITNESSES:

Print Name: _____
Address: _____

**CITY OF CLERMONT, FLORIDA, A
FLORIDA MUNICIPAL CORPORATION**

Print Name: _____
Address: _____

By: _____
Tim Murry, Mayor

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2025, by _____, as _____ of CITY OF CLERMONT, FLORIDA, a Florida municipal corporation, who ____ is personally known to me OR ____ has produced _____ as identification and did/did not take an oath.

[AFFIX NOTARY SEAL]

Notary Public

Print Name

My Commission Expires: _____

Exhibit Schedule

Exhibit A – PRM Parcel

Exhibit B – Plans

Exhibit C – Form Utility Easement

Exhibit A
PRM Parcel

A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE RUN S00°13'39"E, A DISTANCE OF 433.99 FEET; THENCE RUN S44°56'39"W, A DISTANCE OF 56.40 FEET; THENCE RUN N89°53'03"W, A DISTANCE OF 297.15 FEET; THENCE RUN S00°06'56"W, A DISTANCE OF 771.53 FEET; THENCE RUN N89°54'20"W, A DISTANCE OF 724.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 78°50'54", A CHORD BEARING OF N69°17'53"W AND A CHORD DISTANCE OF 114.31 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 123.85 FEET TO THE END OF SAID CURVE; THENCE RUN N08°32'51"W, A DISTANCE OF 386.51 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51", A CHORD BEARING OF N01°29'26"W AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N05°33'59"E, A DISTANCE OF 126.40 FEET; THENCE RUN N06°57'50"E, A DISTANCE OF 633.68 FEET; THENCE RUN N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1137.72 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT COUNTY MAINTAINED NORTH BRADSHAW ROAD;

AND

LESS AND EXCEPT ANY PORTION OF UNVACATED RIGHT OF WAY DEPICTED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SAID ROADWAY LESS OUT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF MAINTAINED NORTH BRADSHAW ROAD AND A PORTION OF UNVACATED PLATTED RIGHT OF WAY AS DEPICTED ON THE PLAT OF MONTE VISTA PARK FARMS AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID LANDS LYING SOUTH OF SCHOFIELD ROAD AND NORTH OF AND ADJACENT TO THE NORTHERLY LIMITS OF SAID

PLATTED RIGHT OF WAY, VACATED IN RESOLUTION 2019-15 AND RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172, LYING IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1097.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°30'42"W, A DISTANCE OF 39.80 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5969, PAGE 647 OF SAID PUBLIC RECORDS; THENCE RUN SOUTHERLY ALONG SAID EAST LINE THE FOLLOWING THREE COURSES AND DISTANCES: S06°57'50"W, A DISTANCE OF 633.68 FEET; THENCE RUN S05°33'59"W, A DISTANCE OF 126.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51", A CHORD BEARING OF S01°29'26"E AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN S08°32'51"E, A DISTANCE OF 109.94 FEET TO THE NORTH LINE OF THE VACATED PLATTED RIGHT OF WAY RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172 OF SAID PUBLIC RECORDS; THENCE RUN N89°22'45"E, ALONG SAID NORTH LINE, A DISTANCE OF 13.96 FEET TO THE EAST RIGHT OF WAY LINE OF SAID UNVACATED PLATTED RIGHT OF WAY; THENCE RUN N00°18'14"W ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 202.17 FEET TO A POINT ON THE EAST MAINTAINED RIGHT OF WAY LINE OF SAID NORTH BRADSHAW ROAD; THENCE RUN NORTHERLY ALONG SAID MAINTAINED RIGHT OF WAY LINE THE FOLLOWING SIX COURSES AND DISTANCES: N06°05'35"E, A DISTANCE OF 267.41 FEET; THENCE RUN N06°23'23"E, A DISTANCE OF 103.82 FEET; THENCE RUN N06°35'04"E, A DISTANCE OF 149.67 FEET; THENCE RUN N08°20'51"E, A DISTANCE OF 90.41 FEET; THENCE RUN N10°17'58"E, A DISTANCE OF 55.91 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.63 FEET; A CENTRAL ANGLE OF 28°47'52", A CHORD DISTANCE OF 47.06 FEET AND A CHORD BEARING OF N20°47'39"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.56 FEET TO THE POINT OF BEGINNING.

Exhibit B
Plans

Master Utility Plan for Integra Wellness Way – Clonts Property prepared by Poulos & Bennett dated September 20, 2024 under job number 22-009.

AND

Construction Plans for Olympus CDD Phase 3, City of Clermont prepared for Olympus Community Development District prepared by Matthews/DCCM dated 08/25/23 under Job No. 20002.03, Revision No. 1 dated 10/11/23.

Exhibit C
Form Utility Easement

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING
SHOULD BE RETURNED TO:

Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801
Attn: Stephen E. Cook, Esq.

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 20__ (the “**Effective Date**”), by _____, whose address is _____ (hereinafter “**Grantor**”) and _____, whose address is _____ (“**Grantee**”), and (Grantor and Grantee are sometimes referred to herein collectively as the “**Parties**”, and individually as a “**Party**”).

RECITALS

WHEREAS, Grantor is the owner of that certain real property located in Lake County, Florida, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Grantor Property**”);

WHEREAS, Grantee is the owner of that certain real property located in Lake County, Florida located adjacent to Grantor Property, as more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the “**Grantee Property**”); and

WHEREAS, Grantor desires to grant in favor of Grantee, and Grantee desires to accept from Grantor, a permanent, non-exclusive utility easement on, upon, over, under, across and through the area as more particularly described on **Exhibit C** attached hereto and incorporated herein by this reference (the “**Utility Easement Area**”) for the benefit of the Grantee’s Property, subject to the provisions set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Utility Easement.** Grantor does hereby grant, bargain and convey to Grantee, its successors and assigns, a perpetual, non-exclusive easement on, upon, over, under,

across and through the Utility Easement Area (the “**Utility Easement**”), for purposes including but not limited to operation, flow, passage, use, and connection of sanitary sewer lines, water lines, and lift stations and related facilities necessary to service the Grantee Property (the “**Utility Facilities**”). Grantee shall utilize the Utility Facilities and the Utility Easement Area in compliance with applicable laws, rules, regulations and ordinances and the terms of this Agreement.

3. **Maintenance.** Grantor shall maintain, repair and replace the Utility Facilities in conformity with all permit requirements and applicable rules and regulations and keep the Utility Facilities in good working condition (the “**Maintenance Obligations**”). Grantor shall have the right to contract for the performance of the Maintenance Obligations with unaffiliated third-party vendors of its own reasonable selection. Grantee shall be obligated to share in fifty percent (50%) of the total actual costs and expenses incurred by Grantor to perform the Maintenance Obligations (the “**Grantee Maintenance Share**”); provided, however, Grantee shall not be required to reimburse Grantor for any Maintenance Obligations that were incurred prior to the commencement of site work for the construction of a building on any part of the Grantee Parcel. Grantor shall send reasonably satisfactory evidence (i.e. an invoice, paid receipts, or other evidence) to Grantee on a quarterly basis (or other basis selected by Grantor, but not more frequently than monthly) for the Grantee Maintenance Share, and based upon actual expenditures paid for the time period covered by such invoice (a “**Maintenance Assessment**”). Payment shall be due to Grantor within thirty (30) days after delivery of each such Maintenance Assessment (the “**Maintenance Assessment Deadline**”). If Grantee fails to make such payment in full by the Maintenance Assessment Deadline, then: (i) the amount owing shall commence to bear interest at eighteen percent (18%) per annum; and (ii) Grantor shall have the right to commence legal proceedings in the appropriate court to recover the amount due. The obligation of Grantor to perform the Maintenance Obligations and Grantee’s obligation to pay the Grantee Maintenance Share shall terminate upon the dedication and acceptance of the Utility Facilities and assumption of maintenance responsibilities by the City, County or other public body. Notwithstanding anything contained in this Agreement to the contrary, any damage to the Utility Facilities shall be repaired at the expense of the Party or Parties causing the damage.

4. **Grantor’s Reservation of Use.** Grantee acknowledges and agrees that the easements granted under this Agreement are not exclusive easements, and that Grantor shall have the right to use and enjoy the Utility Easement Area in any manner not inconsistent with the easement rights created herein. Notwithstanding anything to the contrary, Grantor shall have the right to pave, erect and maintain curbs, landscaping, fences, light poles and signage or similar above ground improvements, install underground utility lines, and to connect to, access and utilize the Utility Facilities and the Utility Easement Area.

5. **Indemnity.** Grantee agrees to the fullest extent permitted by law to defend, indemnify and hold harmless Grantor from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney’s fees whether at trial, on appeal or in bankruptcy, of any kind or nature whatsoever related to this Agreement arising directly out of or caused by the negligence or willful misconduct of Grantee, but such indemnity shall not include indemnification for any loss, damage, or expense to the extent caused by the negligence or willful misconduct of Grantor. Grantor agrees to defend, indemnify and hold harmless Grantee from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney’s fees whether at trial, on appeal or in bankruptcy, of any kind or nature whatsoever related to this Agreement arising

directly out of or caused by the negligence or willful misconduct of Grantor, but such indemnity shall not include indemnification for any loss, damage, or expense to the extent caused by the negligence or willful misconduct of Grantee.

6. **Beneficiaries of Easement Rights / Binding Effect.** The rights and obligations set forth in this Agreement shall be easements appurtenant to the Grantee's Property, for the benefit and use of Grantee, and its successors and assigns, and their agents, employees, consultants, and representatives, and shall be binding upon the Utility Easement Area and shall be covenants running with the title to the Utility Easement Area. The easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Utility Easement Area for its intended purpose. Nothing contained herein shall create any rights with respect to the Utility Easement Area in the general public or any person or entity other than Grantor and Grantee, all pursuant to the terms and conditions hereof.

7. **Enforcement; Attorneys' Fees.** If either Party hereto fails to perform or breaches any obligation, requirement, duty, or covenant contained herein (after any applicable cure periods as may be provided for herein), the non-defaulting Party shall have the right, at its option, in addition to any of its other rights, privileges, or remedies otherwise stated elsewhere herein to: (i) bring an action for the recovery of actual damages; and/or (ii) bring an action for specific performance or other equitable relief. Other than the payment of a Maintenance Assessment, there shall be a 10 day notice and cure period for all defaults hereunder. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring subsequent thereto. If any legal action is commenced by either Party to enforce or interpret any provision of this Agreement, the Party which does not prevail shall pay to the prevailing Party all costs and expenses of suit, including, without limitation, attorney, paralegal and expert fees, incurred by the prevailing Party in all judicial and administrative proceedings and at all levels of such proceedings. Notwithstanding any other term or provision of this Agreement to the contrary: (i) no breach hereunder shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement, (ii) under no circumstances shall any Party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of default by such Party hereunder, and (iii) under no circumstances shall Grantor be liable for any claims or damages resulting from a temporary disconnection of utility services to the Grantee Property.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the addresses set forth above or to such other address that a party may otherwise designate in the manner prescribed herein.

9. **Dedication.** Upon dedication of any of the Utility Easement Area for the use of the public, this Agreement shall automatically partially terminate as to such dedicated Utility Easement Area. At Grantor's request after such dedication, and Grantee shall join Grantor in executing a full or partial termination of this Agreement, as applicable.

10. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in Lake County or Orange County, Florida.

11. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantee, Grantor, and their respective successors and assigns.

[Exhibit, do not execute]



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 12, 2025		
Agenda Item Name		
Ordinance No. 2025-029 <i>Final</i> Plats		
Requested Action		
Staff Report		
City staff is proposing this amendment to the Land Development Code to align with new state laws regarding platting. On June 20, 2025, Senate Bill 784 was signed by the Governor, amending section 177.071, Florida Statutes, effective July 1, 2025. Section 177.071, Florida Statutes, was amended to require that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances and requiring the governing body of a municipality to designate an administrative authority to receive, review, and process plat or replat submittals.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2025-029 Approval of Plats (07.16.2025)	Ord. 2025-029 Approval of Plats (07.16.2025).pdf	
2. 2025-029 Legal Ad Code - Plats_11500125_Rev	2025-029 Legal Ad Code - Plats_11500125_Rev.pdf	
3. 2025-029 Plats BIE	2025-029 Plats BIE.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-029

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 119, SECTION 119-123, TO ESTABLISH AN EXPEDITED BUILDING PERMIT ISSUANCE PROCESS FOR RESIDENTIAL SUBDIVISION PLATS PURSUANT TO SECTION 173.073, FLORIDA STATUTES; AMENDING CHAPTER 119 OF THE CITY CODE TO REQUIRE APPROVAL OF PLAT SUBMITTALS WITHIN THE CITY LIMITS BY AN ADMINISTRATIVE AUTHORITY, AND TO INCORPORATE OTHER STATUTORY REQUIREMENTS PURSUANT TO SECTION 177.071, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, on May 20, 2024, Senate Bill 812 was signed by the Governor, creating section 177.073, Florida Statutes, effective July 1, 2024, requiring that local governments establish a process to expedite the issuance of building permits for residential subdivisions prior to recording a final plat; and

WHEREAS, on June 20, 2025, Senate Bill 784 was signed by the Governor, amending section 177.071, Florida Statutes, effective July 1, 2025. Section 177.071, Florida Statutes, was amended to require that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances and requiring the governing body of a municipality to designate an administrative authority to receive, review, and process plat or replat submittals; and

WHEREAS, Chapter 119 of the city code currently conflicts with the sections 177.071 and 177.073, Florida Statutes; and

WHEREAS, the passage of this ordinance is intended to ensure that the City of Clermont is in compliance with section 177.071 and 177.073, Florida Statutes.

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2: AMENDING SECTION 119-1

The Land Development Code Chapter 119, “Subdivisions,” Article I “In General,” Sec 119-1 “Definitions,” is hereby amended to read as follows:

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



CITY OF CLERMONT
ORDINANCE NO. 2025-029

Architect means a qualified person registered and currently licensed to practice architecture in the state.

Engineer means a registered professional engineer licensed to practice civil engineering in the state.

~~Plan~~ Plat, *preliminary*, means the material which comprises the first official submission of a subdivision scheme.

Plat, final, means the material which comprises the second and the last official submission.

Roadway means the portion of the street right-of-way which contains the street pavement, curb and gutter, and is used primarily for vehicular movement and secondarily for stormwater drainage. The pavement width is measured from the back of the curb.

Subdivision means any division or redivision of a parcel of land, whether improved or unimproved, into two or more lots or parcels of land, each of five acres or less, or any division of a parcel of land if a new street or the establishment or dedication of lands for public use is involved. The sale or exchange of small parcels of land to or between adjoining property owners where such sale or exchange does not create additional lots or building sites shall not be considered a subdivision of land.

Subdivision, Class I, means a subdivision requiring no public improvements that involve dedications or easements, except dedication of easements as required by the city, and requiring no public improvements except survey (permanent reference) monuments required by this chapter, sidewalks and street trees.

Subdivision, Class II, means any subdivision which is not a Class I subdivision.

Subdivision advisory committee (SAC) means a committee consisting of the city manager, the city engineer, the city attorney, the director of public services and the director of planning, or their representatives.

Surveyor means a registered professional land surveyor licensed in the state and engaged by the developer.

Utility company means any public or private utility, such as, but not limited to, storm drainage, sanitary sewers, electric power, water service, gas service, or telephone line, whether underground or overhead.

SECTION 3: AMENDING SECTION 119-120, 119-121, 119-122, and 119-123.

The Land Development Code Chapter 119, “Subdivisions,” Article III “Plats and Plans,” Division 2 “Preliminary Plan,” Sec. 119-120, 119-121, 119-122, 119-123 are hereby amended to read as follows:



CITY OF CLERMONT
ORDINANCE NO. 2025-029

DIVISION 2 – PRELIMINARY ~~PLAN~~ PLAT

Sec. 119-120. – Procedure for review and approval

- (a) A subdivision plan shall receive its first official consideration as a preliminary ~~plan~~ plat.
- (b) ~~Six copies of the~~ The preliminary ~~plan plat~~ and supplemental material specified in section 119-121 shall be submitted ~~to the subdivision advisory committee at least 14 days prior to the meeting at which it is to be considered~~ electronically to the city's project software. To cover the direct administrative costs of reviewing the plan, the developer shall pay to the city a fee as adopted by resolution of the city council and on file in the city clerk's office.
- (c) ~~The city manager~~ Planning and Development Director shall be the agent for receiving these materials and preparation for reporting to the subdivision advisory committee.
- (d) If the proposed subdivision is to be of substantial magnitude and the developer plans to construct it in phases, the nature and extent of such phases shall be clearly delineated; however, the developer must show the full extent of the development and submit plans and data for the entire development as required by this division.
- (e) ~~At a scheduled meeting, the~~ The subdivision advisory committee will receive reports on and review the preliminary ~~plan plat~~ and other required supplementary materials to determine compliance with applicable regulations. The developer and other persons interested in or affected by the proposed subdivision shall have a right to be heard in person, by letter, or by agent or attorney before action is taken by the subdivision advisory committee.
- (f) The subdivision advisory committee will act for preliminary approval, conditional approval with conditions noted, postponement, or disapproval. ~~The city manager~~ Planning and Development Director shall notify the developer of the subdivision advisory committee action in writing.
 - (1) *Preliminary approval.* Preliminary approval means that the developer is now authorized to proceed with the preparation of the required improvement plans, outlined in detail under section 119-144. No developer shall proceed with any construction or any other work in or pertaining to the proposed subdivision before obtaining preliminary approval of these improvements in writing. Lots shall not be sold nor shall building construction begin at this time except as provided in Sec. 119-123. Preliminary ~~plan plat~~ and improvement plan approval grants the developer a maximum time period of 12 months within which to submit the final plat for approval, unless a time extension is granted by the subdivision advisory committee. Within this period no substantial changes shall be made in the approved preliminary ~~plan~~ plat.



CITY OF CLERMONT
ORDINANCE NO. 2025-029

- (2) *Conditional approval.* Conditional approval means the developer may proceed after written notice from the ~~city manager~~ Planning and Development Director, as outlined under subsection (f)(1) of this section, but only after the developer has submitted ~~at least five copies of~~ electronically to the city's project software, the corrected preliminary ~~plan~~ plat and improvement ~~plan to the city staff for distribution to the concerned agencies~~⁴⁴. The ~~city manager~~ Planning and Development Director will notify the developer in writing when conditions are met. Conditional approval grants the developer a maximum time period of 12 months within which to submit the final plat for approval, unless a time extension is granted by the subdivision advisory committee. Within this period, no substantial changes shall be made in the approved preliminary ~~plan~~ plat.
- (3) *Postponement.* Postponement means action is delayed for specific reasons, which shall be noted and transmitted in writing to the developer by the ~~city manager~~ Planning and Development Director. Certain specific changes may have to be made in the plans, but no completely new resubmission of the plan is required for the developer.
- (4) *Disapproval.* Disapproval means denial of the application for the subdivision because the submitted plans are not in compliance with this chapter. For further consideration, the developer must revise and resubmit development plans as though they were a completely new preliminary ~~plan~~ plat.

Sec. 119-121. Format and required information.

The preliminary ~~plan~~ plat shall be at a minimum scale of 100 feet to one inch. The required plans shall show the following information:

- (1) Proposed subdivision name or identifying title preceded by the words "Preliminary ~~Plan~~ Plat of _____."
- (2) The section, township and range in which the property is located, and the description of the boundary survey.
- (3) The complete name, mailing address and telephone number of the property owner, the developer, the engineer, the surveyor and other persons directly involved in the proposed subdivision.
- (4) North arrow, with north being at the top of the map, when practical, date of preparation, and any other pertinent legend data.
- (5) A summary list containing the total acres, number of lots, minimum lot area, linear feet in streets and zoning.



CITY OF CLERMONT
ORDINANCE NO. 2025-029

- (6) A sketch or key map at a scale of not more than 500 feet to one inch showing the position of the subdivision with relation to surrounding streets and properties, and showing other important features such as zoning, railroads, corporate limits, etc.
- (7) Zoning of adjacent land and plat name of the adjacent subdivisions with plat book and page number, typical lot size, streets and easements or public dedications of such adjacent subdivisions.
- (8) Certified boundary, surveyed by a surveyor, meeting the requirements of F.A.C. ch. 61G17-6.
- (9) Conditions on the tract, including all existing watercourses, drainage ditches and bodies of water, marshes, floodprone areas (including elevations), surrounding physical features affecting the site, isolated preservable trees and other significant features.
- (10) Existing property lines, buildings, transmission lines, sewers, bridges, culverts and drainpipes, water mains, city limit lines and utility easements.
- (11) Utilities on or adjacent to the tract.
- (12) Drafts of protective covenants whereby the developer proposes to regulate land use in the subdivision and otherwise protect the proposed development.

Sec. 119-122.-Additional information for Class II subdivisions.

The following additional preliminary ~~plan~~ plat information is required for Class II subdivisions:

- (1) Location, name and width of all proposed streets, alleys, rights-of-way, easements and purpose of easements, proposed lot lines with dimensions, and lot numbers and block designations.
- (2) Typical sections showing street type and width, curb and gutter, sidewalks, storm drainage and designs of any proposed fences and entrance structures; and statements concerning stormwater disposition, method of water supply and waste disposal, all conforming to city specifications.
- (3) Contours on the tract, based on North American Vertical Datum, at not less than one-foot elevation intervals.
- (4) Subsurface conditions on the tract, including location and results of tests made to ascertain subsurface soil, rock, geotechnical and groundwater conditions.
- (5) Proposed public improvements, such as highways or other major improvements planned by public authorities for future construction on or near the tract.



CITY OF CLERMONT
ORDINANCE NO. 2025-029

- (6) Sites and improvements to be dedicated or reserved for public use.
- (7) Copies of any permits as may be necessary due to the nature of the project, such as, but not limited to, permits required by the U.S. Army Corps of Engineers, the St. Johns River Water Management District, the state department of community affairs, the state department of environmental protection, and other agencies.

Sec. 119-123.- Expedited Residential Subdivision Building Permits

A developer may choose to take advantage of the process established pursuant to section 177.073, Florida Statutes, as amended, to expedite issuance of building permits for residential subdivisions prior to final plat, subject to compliance with the following requirements:

- (a) Preliminary Plat Approval: Provide a signed copy of the approved preliminary plat for the residential subdivision or planned community;
- (b) Proof of Provision of Preliminary Plat to utilities: Provide proof that the applicant has provided a copy of the approved preliminary plat, along with the approved plans to the relevant electric, gas, water and wastewater utilities;
- (c) Site Engineering Approval: Provide a signed copy of the approved site engineering plans for the residential subdivision or planned community;
- (d) Valid Performance Bond: Provide a valid performance bond for up to 130% of the necessary improvements as defined in section 177.031(9), Florida Statutes, that have not been completed upon submission of the application. for purposes of a master planned community as defined in section 163.3202(5)(b), Florida Statutes, a valid performance bond is required on a phase-by-phase basis;
- (e) 911 Street Address and Temporary PIN Required: Establish and coordinate with the proper authorities for approval of street names, assignment of temporary address and temporary PIN;
- (f) Percentage or Number of Planned Homes: Identify the percentage of planned homes not to exceed 50% of the residential subdivision or planned community or the number of building permits that the county must issue for the residential subdivision or planned community. (section 177.073 (2)(a), Florida Statutes) complete the city's "Expedited Residential Building Permit Application" form and submit with the residential building permit application;
- (g) Master Building Permit Process Per Section 553.794, Florida Statutes: For the City's master building permit process contact the building services department to obtain a copy of the building permit process;



CITY OF CLERMONT
ORDINANCE NO. 2025-029

- (h) All Residential Buildings or Structures Shall Remain Unoccupied: The applicant may not obtain a temporary certificate of occupancy or final certificate of occupancy until the final plat is approved by the Subdivision advisory committee and recorded in the public records by the Lake County Clerk of Courts;
- (i) An Applicant May Contract to Sell, But May Not Transfer Ownership: An applicant may contract to sell but may not transfer ownership of a residential structure or building located in the residential subdivision or planned community until the final plat is approved by the governing body and recorded in the public records by the clerk of the circuit court per section 177.073(7)(a), Florida Statutes;
- (j) Fire Rescue Department Requirements: After permit issuance contact the Fire Rescue Department for the requirements for stabilized roadway to support fire apparatus and water availability at or near the home site, etc.;
- (k) Indemnification and Hold Harmless Agreement: An applicant shall submit an indemnification and hold harmless agreement.

SECTION 4: AMENDING SECTION 119-143

The Land Development Code Chapter 119, “Subdivisions,” Article III “Plats and Plans,” Division 3 “Improvement Plan,” Sec. 119-143, “Procedure for review and approval” is hereby amended to read as follows:

Sec. 119-143.- Procedure for review and approval.

- (a) Class II subdivision plans receive their second official consideration as improvement plans. These plans shall be approved by the city engineer, who shall certify that the plan is in conformance with the regulations and requirements of this chapter. Variance from the requirements shall be permitted only by city council action. No developer shall proceed with any construction work in the proposed subdivision before obtaining this approval. In subdivisions consisting of less than six lots, if in the opinion of the ~~city manager~~ Planning and Development Director and city engineer these requirements would create an unnecessary hardship, the city may waive improvement plan requirements.
- (b) When improvement plans are submitted to the ~~city manager~~ Planning and Development Director, the developer shall pay to the city a fee in accordance with the adopted schedule of fees, to cover direct administrative costs of reviewing the plan.
- (c) The developer shall have an engineer licensed and registered in the state prepare the improvement plans in conformance with the format, design and improvement standards required by this chapter. Utility companies and other concerned public agencies shall be consulted before the plans are prepared.



CITY OF CLERMONT
ORDINANCE NO. 2025-029

- (d) To secure formal action on the improvement plans, the developer shall file with the ~~city manager~~ Planning and Development Director ~~six certified white background prints of the improvement plans~~ electronically to the city's project software.
- (e) The city engineer shall review the proposed improvement plans and notify the subdivision advisory committee in writing of the engineer's recommendation for approval, conditional approval or denial.
- (1)Approval. The term "approval" means the developer is now authorized to proceed with the physical improvement in the subdivision after securing any required construction permits, and to proceed with preparation of the final plat.
- (2)Conditional approval. The term "conditional approval" means the developer may proceed as outlined in subsection (e)(1) of this section, but only after electronic submission of ~~six certified copies of the corrected improvement plans~~ to the ~~city manager~~ Planning and Development Director.
- (3)Denial. The term "denial" means disapproval of the improvement plans. For further consideration, the developer must modify the plans to conform to the requirements of this chapter, and then submit the revised plans to the ~~city manager~~ Planning and Development Director as though they were a completely new set of plans.
- (f) The developer shall submit a construction and maintenance agreement and bond assuming responsibility for construction and maintenance of streets, alleys and other improvements. Should the developer wish to proceed with the final plat prior to construction, or proceed with construction prior to the final plat, the bond shall be in the amount of 110 percent of a certified construction estimate prepared by the design engineer and approved by the city engineer. Prior to accepting municipal improvements, the city shall require a maintenance bond guaranteeing the satisfactory performance of streets, drainage facilities, water and sewer facilities and any other physical improvements for one year after construction is certified by the city engineer as having been completed. The amount of the bond shall be 20 percent of the total improvement cost. In lieu of the bond, a cashier's check made in an amount of 20 percent of the total improvement cost may be drawn in favor of the city. The amount will be placed in certificates of deposit with interest paid to the developer, until one year after construction is certified by the city engineer as having been completed. The bond, with interest, will be returned to the developer upon the city engineer's certification that the facilities need no repair and are performing satisfactorily.

SECTION 5: AMENDING SECTION 119-172

The Land Development Code Chapter 119, "Subdivisions," Article III "Plats and Plans," Division 4 "Final Plat," Sec. 119-172, "Procedure for review and approval," is hereby amended to read as follows:



CITY OF CLERMONT
ORDINANCE NO. 2025-029

DIVISION 4. FINAL PLAT SUBMITTALS AND RESUBMITTALS

Sec. 119-172.- Procedure for review and approval.

- (a) All subdivision plans shall receive written notice of their last official consideration as a final plat within 7 business days of the Planning and Development Director receiving the plat or replat submittal. The written notice must provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal. No developer shall sell any lot until after the plat has been recorded.
- (b) The plat and required supplemental material shall be submitted to the ~~subdivision advisory committee through the~~ Planning and Development Director. The plat shall be accompanied by an application fee in accordance with the adopted schedule of fees, ~~and two diskettes (in .DXF format with necessary index for the support files)~~ which provide a computer summary on the subdivision plat and actual subdivision data. Recording of the plat shall be accomplished upon the completion of requirements of this chapter.
- (c) The original ~~plus 15 copies of the~~ plat and required supplementary material shall be prepared as specified in section 119-173. and shall be submitted within 12 months after approval of the preliminary plan; otherwise, the plans shall not receive plat consideration, but may be resubmitted as a new preliminary plan, including required fees.
- (d) No plat shall be considered for final action by the ~~subdivision advisory committee~~ Planning and Development Director until it has been reviewed and certified by the city engineer to be in conformance with this chapter. The ~~subdivision advisory committee~~ Planning and Development Director will review plat certification and then act for approval or disapproval.
- (e) ~~After the subdivision advisory committee action, the~~ The Planning and Development Director shall mark two copies of the pertinent ~~final~~ plat materials in conformance with the ~~committee's~~ his or her action, keeping one set for the city's files and making the other available to the developer. The ~~city manager~~ Planning and Development Director shall then notify the developer of the ~~committee's~~ his or her action in writing acknowledging receipt of the plat or plat resubmittal and identifying any missing documents or information necessary to process the plat or replat submittal. The meaning of the ~~committee's~~ Planning and Development Director action shall be as follows:
 - (1) Approval. The term "~~subdivision advisory committee~~ Planning and Development Director approval" means a ~~recommendation to the city council at its next scheduled meeting~~ the final plat is approve and in compliance with this chapter.
 - (2) Disapproval. The term "disapproval" means denial of the present final plat as it is not in compliance with this chapter. The Planning and Development Director shall then notify the developer in writing the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet.



CITY OF CLERMONT
ORDINANCE NO. 2025-029

(3) Conditional approval. The term "conditional approval" means the developer may proceed as outlined in subsection (e)(1) of this section, but only after the satisfaction of the requirements listed in the written notice. The Planning and Development Director will notify the developer in writing when conditions are met. Conditional approval grants the developer a maximum time period of 12 months within which to submit the plat for approval, unless a time extension is requested by the developer. Within this period, no substantial changes shall be made in the approved preliminary plan.

~~(f) No plat shall be considered for action by the city council until it has met the requirements of this chapter.~~

~~(g)~~(f) No building shall be erected on a lot or parcel of land subject to this chapter, nor shall any building or development use permit be issued therefor, unless such lot or parcel is within a subdivision for which a plat has been recorded and the required improvements have been installed and approved by the ~~city~~ Planning and Development Director with the exception of model homes and model home centers permitted in conformance with chapter 125. Buildings may be constructed concurrently with the construction of the subdivision improvements required by this chapter if a bond acceptable to the city has been posted. Such buildings shall not be issued a certificate of occupancy until all the required improvements have been completed and approved by the ~~city~~ Planning and Development Director.

SECTION 6: AMENDING SECTION 119-229

The Land Development Code Chapter 119, "Subdivisions," Article IV "Design Standards," Division 2 "Roadway, Streets and Alleys," Sec 119-229 "Layout," is hereby amended to read as follows:

(4) A minimum of two points of access shall be provided into each subdivision of 25 lots or more. Where adjoining existing development or other land development code requirements preclude the development of two public street access points, an unobstructed drivable accessway may be substituted upon approval of the ~~subdivision advisory committee~~ Planning and Development Director.

SECTION 7: AMENDING SECTION 119-231

The Land Development Code Chapter 119, "Subdivisions," Article IV, "Design Standards," Division 2, "Roadway, Streets and Alleys," Sec. 119-231 "Road construction and design standards," is hereby amended to read as follows:

Basic construction and design requirements for roads shall incorporate the following listed items. See the adopted city construction standards for detailed specifications.



CITY OF CLERMONT
ORDINANCE NO. 2025-029

- (1) *Subbase, base and pavement.* Roadway pavement at a minimum shall consist of two inches of asphalt over a six-inch limerock base, over a 12-inch compacted subbase. Alternative concrete pavements may be approved pursuant to review and consent of the city engineer and ~~subdivision advisory committee~~ Planning and Development Director.

- (4) *Bikeways.* Bikeways shall be constructed on each side of all arterial or collector roads, or at other locations as designated by directive of the comprehensive plan and subsequent studies required pursuant thereto. Where the bikeways are not incorporated as a part of the physical road system, concrete bikeways may be utilized as an option when approved by the ~~subdivision advisory committee~~ Planning and Development Director.

SECTION 8: AMENDING SECTION 119-310

The Land Development Code Chapter 119, “Subdivisions,” Article V, “Required Improvements,” Sec. 119-310, “Sidewalks,” is hereby amended to read as follows:

- (a) Each sidewalk shall be located within, and in parallel alignment with, the street right-of-way, except in such instances where it is deemed advisable by the ~~subdivision advisory committee~~ Planning and Development Director that the sidewalk be relocated or realigned due to unusual circumstances existing on the site or in an effort to save trees from impacts of development. Sidewalks shall be constructed five feet wide and four inches thick, except through driveways, where six inches of material is required. Standard construction shall provide a one-quarter inch rise per one-foot run from the front of the sidewalk to the rear of the sidewalk.
- (b) Sidewalks, including attendant driveways, shall be constructed prior to issuance of a certificate of occupancy on family dwellings or other structural improvements on the lot.

SECTION 9: AMENDING SECTION 119-313

The Land Development Code Chapter 119, “Subdivisions,” Article V “Required Improvements,” Sec. 119-313 “Telephone service, television cable service and other utilities,” are hereby amended to read as follows:

The developer shall be responsible for the installation of telephone, television cable and any other utility lines, with all lines to be constructed underground, unless otherwise permitted upon review and approval of the ~~subdivision advisory committee~~ Planning and Development Director and city engineer. General criteria shall be as follows:



CITY OF CLERMONT
ORDINANCE NO. 2025-029

SECTION 10: CONFLICT

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

SECTION 11: 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 12: CODIFICATION

The text of Section 2 to 9 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 13: 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 14: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2025-029

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of August, 2025.

CITY OF CLERMONT, FLORIDA

Tim Murry, Mayor

ATTEST

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY

Christian W. Waugh, City Attorney

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	

Date:	07/17/2025
Order Number:	11500125
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	71.0000
Height in Inches:	5.8800

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	07/28/2025 - 07/28/2025	Govt Public Notices
LEE dailycommercial.com	1	07/28/2025 - 07/28/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$114.18
Tax Amount	\$0.00
Service Fee 3.99%	\$4.56
Cash/Check/ACH Discount	-\$4.56
Payment Amount by Cash/Check/ACH	\$114.18
Payment Amount by Credit Card	\$118.74

Order Confirmation Amount	\$114.18
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Ad Preview

LEGAL NOTICE

On Tuesday, August 12, 2025 at 3:00 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the City Code, Chapter 119, Article I; Article III, Divisions 2, 3, and 4; Article IV, Division 2; Article V.

ORDINANCE NO. 2025-029

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 119, SECTION 119-123, TO ESTABLISH AN EXPEDITED BUILDING PERMIT ISSUANCE PROCESS FOR RESIDENTIAL SUBDIVISION PLATS PURSUANT TO SECTION 173.073, FLORIDA STATUTES; AMENDING CHAPTER 119 OF THE CITY CODE TO REQUIRE APPROVAL OF PLAT SUBMITTALS WITHIN THE CITY LIMITS BY AN ADMINISTRATIVE AUTHORITY, AND TO INCORPORATE OTHER STATUTORY REQUIREMENTS PURSUANT TO SECTION 177.071, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This amendment is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 A/M and 5:00 P.M.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you 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
July 28, 2025

11500125 7/28/2025



CITY OF CLERMONT
ORDINANCE NO. 2025-029

BUSINESS IMPACT ESTIMATE

TO: Mayor Murry and Council Members

FROM: Planning and Development Services/ Curt Henschel

DATE: July 18, 2025

SUBJECT: Ordinance No. 2025-029 – Plat Ordinance

Section 166.041, *Florida Statutes*, effective July 1, 2023, requires the City prepare (or cause to be prepared) a business impact estimate prior to final consideration of an ordinance, subject to exemptions noted in the Law. The new law requires that the business impact estimate be posted on the City’s website at the time of the published notice of the City Council’s final consideration of the ordinance, or ten (10) days prior to the adoption public hearing, whichever is longer.

Ordinance No. 2025-029 is proposed to be adopted by the City on August 12, 2025, and is subject to this new requirement. Following are the categories required to be addressed for the proposed ordinance based on the new legislation:

1. Summary of proposed Ordinance 2025-029

The proposed ordinance is to amend the Platting process to add preliminary plat to the process to allow developers the choice for the expedited residential subdivision building permits as stated in F.S. 177.073.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city:

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

The only businesses that would be affected by the proposed ordinance are land development companies and housing development businesses who would be required to pay any costs associated with the additional process of preliminary plat, including the City’s fees and the outside Engineer’s reviewing fees.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

The developer or homebuilder will only acquire new charges if they choose to do the preliminary plat process in order to obtain expedited residential subdivision building permits.

c. An estimate of the City’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The proposed ordinance does not add enforcement requirements for City staff beyond that which are in the existing code, therefore there are no additional regulatory costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

Land development businesses will likely be the only businesses impacted by the ordinance. Many of these businesses are large national homebuilders whose corporate offices reside outside the City of Clermont. The exact number of businesses that will be impacted in the future is unknown.

4. Any additional information the board determines may be useful.

No additional information



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 12, 2025		
Agenda Item Name		
Board Appointments		
Requested Action		
Staff Report		
Please find attached the four applications submitted to the City for the Code Enforcement Board. Bill Kilburn is currently serving on the Board and is seeking reelection. Christopher Cornett, Elex Newsome and Peter Connelly are all new applicants. The City code requires applicants from the Code Enforcement Board to live within the city limits and be a registered elector of the city. The appointments are to fill Seat 6 and Seat 7, which both expire on March 31, 2028.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Code Board Appointment Requests 2025	Code Board Appointment Requests 2025.pdf	
2. Kilburn Application	Kilburn Application.pdf	
3. Cornett Application	Cornett Application.pdf	
4. Newsome Application	Newsome Application.pdf	
5. Connelly Application	Connelly Application.pdf	

Board Appointment Requests						
CODE ENFORCEMENT BOARD (2 Seats Available) (3 Year Terms ending 3/31/2028)	REQUESTOR	ADDRESS/SUBDIVISION	PRIOR SERVICE TO THE CITY	LIVES IN CITY	REGISTERED CITY VOTER	REQUESTING
	Bill Kilburn	660 Rob Roy Drive	YES	YES	YES	Reappointment
	Christopher Cornett	3324 White Blossom Lane	NO	YES	YES	Appointment
	Elex Newsome	582 E. Desoto Street	NO	YES	YES	Appointment
	Peter Connelly	2440 Rollins Avenue	NO	YES	YES	Appointment



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Bill Kilburn

Home Address: 660 Rob Roy Dr. Clermont, FL 34711

Phone: 518-495-9620 Alternate: _____

Email: bill@scrabblehollow.com Occupation: Senior Manager, Software Engineering

Provide a statement about yourself indicating background experience:

I have worked in software development for the last 29 years specializing in post-acute healthcare software
for the last 23. I have remained with the same company through acquisitions for all 23 years serving as
engineer, executive, and manager at various points.

Describe your understanding of what the Board of Interest does:

My understanding of the code enforcement board is that it serves as the judicial arm for code violations in
the city. Specifically, to resolve violations that have been identified by the code enforcement officer that they
have been unable to resolve with the party on their own.

Boards previously served on:

I have served a partial term on the Code Enforcement board for the last year.

Describe the importance of the Board of Interest to the City of Clermont:

I believe the board is important to both make the city the type of place we all want to live and also to maintain
the safety of both the residents and visitors. It is also likely going to be a key element of the city's rooster
prevention strategy.

Describe what you feel you could bring to the Board of Interest:

I have valued my time on the board for the last year and have continued to learn more about the role with
each meeting. Given the limited amount of bi-monthly meetings, I still feel like my time on the board has
been very brief. If the council allows, I would like to serve at least another full term and would continue to try
to serve the city and the residents as fairly as possible.



Board(s) of Interest: **Please check all that apply**

- ☐ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☐ Community Redevelopment Agency Board**
- ☐ Firefighters Pension Board of Trustees*
- ☐ Police Officers Pension Board of Trustees*

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

* Must be a registered elector of the City of Clermont.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency.

Questions?

Contact: City Clerk’s Office – 352-241-7330

Email: Cityclerk1@clermontfl.org

Please submit to:

- In person: City Clerk’s Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- Email: Cityclerk1@clermontfl.org
- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Christopher "Chris" Cornett
Home Address: 3324 White Blossom Lane, Clermont FL 34711
Phone: 352-801-3122 Alternate: _____
Email: chris@paragonpropertyservicesllc.com Occupation: Licensed Home Inspector / Licensed Mold Assessor

Provide a statement about yourself indicating background experience:

My name is Christopher Cornett and truthfully I have no background
experience in this specific field or area. I am a licensed home inspector and I
own my own business. I have lived in the city of Clermont since 2011 and have
witnessed the numerous changes, both good and bad.

Describe your understanding of what the Board of Interest does:

The purpose of the Code Enforcement Board is to assure that city codes are adhered to.
When those codes are violated, the board steps in and imposes appropriate penalties
based on the violation. The board is also responsible for the enforcement of these
penalties IE: assuring that individuals and / or businesses in violation are held to account
for these violations and the penalties levied against them.

Boards previously served on:

I have not served on any boards for the City of Clermont
However, I have been a member of my HOA board since 2017 and have served as the
Vice President since that time. I will assume the role of President during our next
scheduled meeting

Describe the importance of the Board of Interest to the City of Clermont:

A city must have a system of rules in order to be functional. The city must also have a
system of checks and balances in place to make sure that laws and ordinances are
being followed. This is the job of the board. To provide the "checks and balances"
component in order to assure the city remains a functional entity.

Describe what you feel you could bring to the Board of Interest:

I have been a resident of Clermont since 2011. My wife and I have raised our family here
and we are both small business owners with a vested interest in the City of Clermont. I
am a law-abiding citizen and believe strongly in the rule of law. I am also a fair individual,
and understand that not everyone who violates a rule necessarily has bad intentions.
Some people are simply ignorant to specific laws, rules or ordinances. I am a hard
worker and a realist, and I believe I would bring a level head and sincere thought to the
Board.



Board(s) of Interest: **Please check all that apply**

- ☐ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☐ Community Redevelopment Agency Board**
- ☐ Firefighters Pension Board of Trustees***
- ☐ Police Officers Pension Board of Trustees***

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

* Must be a registered elector of the City of Clermont for an uninterrupted period of 18 months prior to application.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation of other business entity so engaged, within the area of operation of the agency.

*** Must be a legal resident of the City of Clermont.

Questions?

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Email: Cityclerk@clermontfl.org

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- Email: Cityclerk@clermontfl.org
- Fax: 352-394-2394

CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: ELEX NEWSOME
Home Address: 582 EAST DESOTO ST
Phone: 904-887-3226 Alternate: _____
Email: Popsand3@gmail.com Occupation: RETIRED

Provide a statement about yourself indicating background experience:

BORN AND RAISED IN CLERMONT. AFTER GRADUATION I LEFT
FOR THE MILITARY 1978. MARRIED WITH 3 BOYS. AFTER RETIRING FROM
DUAL CAREERS I RETURNED BACK HOME. I AM WILLING AND ABLE
TO VOLUNTEER FOR THE BENEFIT OF THE CITY.

Describe your understanding of what the Board of Interest does:

TO ENSURE THE CODES AND REGULATIONS ARE FOLLOWED

Boards previously served on:

MILITARY BOARDS ONLY

Describe the importance of the Board of Interest to the City of Clermont:

TO HAVE A BOARD TO REPRESENT THE CITY. SO THEY CAN
ADDRESS ISSUES OF CODE VIOLATION AND CITY REGULATIONS

Describe what you feel you could bring to the Board of Interest:

I FEEL THAT I CAN BRING 40 YEARS OF MILITARY/GOVERNMENT
EXPERIENCE TO THE TABLE.

Board(s) of Interest: **Please check all that apply**

- ☐ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☐ Community Redevelopment Agency Board**
- ☐ Firefighters Pension Board of Trustees***
- ☐ Police Officers Pension Board of Trustees***

Please note:

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Questions?

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CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Peter Connelly

Home Address: 2440 Rollins Ave., Clermont, FL

Phone: 407-902-9451 Alternate: _____

Email: PFCONNELLY@AOL.COM Occupation: RETIRED

Provide a statement about yourself indicating background experience:

New Haven College, 1965, BS Business Admin; US Navy, 1965-68, Naval Air
Intelligence Officer; New Haven College, 1969-70 Admissions Counsellor;
FBI, 1970-97, Special Agent/Supervisor; 1997-02 SEPTA, Inspector General;
2002-09, State Child Support Enforcement Revenue Agent; (part-time)

Describe your understanding of what the Board of Interest does:

Adjudicate property owner code violations

Boards previously served on:

College Park Home Owners Association, 2020-23

Describe the importance of the Board of Interest to the City of Clermont:

Believe volunteer Board service would be a contribution to our community.
Inspired by attendance at Clermont Citizens Police Academy

Describe what you feel you could bring to the Board of Interest:

FBI investigative and supervisory experience; court room experience
as investigator and witness; case establishment for child support



Board(s) of Interest: **Please check all that apply**

- ☐ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☐ Community Redevelopment Agency Board**
- ☐ Firefighters Pension Board of Trustees***
- ☒ Police Officers Pension Board of Trustees***

Please note:

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*** Must be a legal resident of the City of Clermont.

Questions?

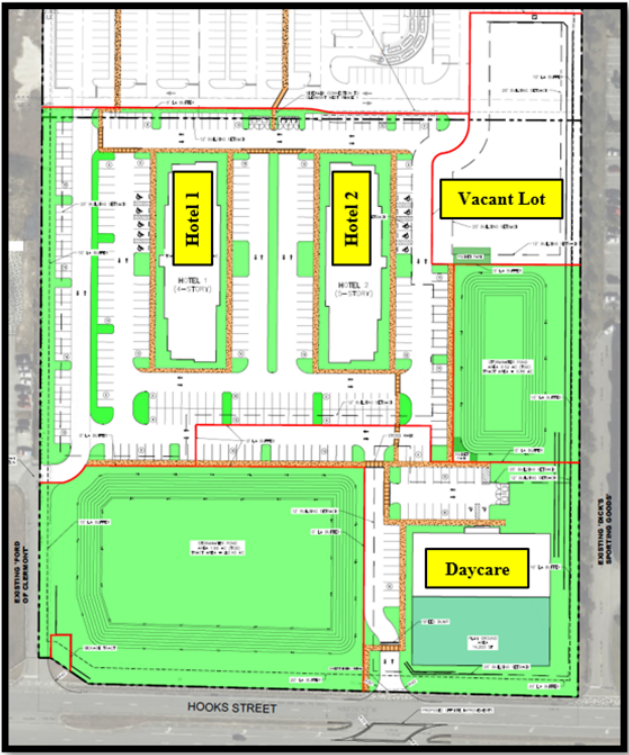
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AGENDA ITEM

Meeting Date	
Tuesday, August 12, 2025	
Agenda Item Name	
Resolution No. 2025-013R <i>Clermont West Phase 2 CUP</i>	
Requested Action	
Recommend approval of Resolution 2025-013R.	
Staff Report	
The applicant, Clermont West Investors, LLC, is requesting to develop the southern portion of a C-2 General Commercial zoned parcel fronting on Hooks Street, located south of Portillo's, between Hobby Lobby and Ford of Clermont. The property is approximately 10 +/- acres in size. The applicant is proposing two (2) hotels in the interior portion of the property, up to five-stories in height, with a maximum square footage of 70,000 square feet each and a total of 250 rooms collectively. The southernmost portion of the property will consist of a stormwater pond and a 12,500-square-foot daycare facility. An interior vacant lot (1.12 +/- acres) will be available for C-2 General Commercial uses. No user has been identified by the applicant at this time for the vacant lot. The applicant is required to seek a conditional use permit due to the proposed hotel building sizes of over 20,000 square feet, shared parking between the hotels, and two (2) special conditions: (1) to allow zero (0) foot internal landscape buffers between the internal lot line and (2) to allow a maximum grade within the perimeter landscape buffer up to 25%. Last year, the applicant previously applied for a similar project with hotel use, three-story self-storage, and daycare use that was not approved by the City Council, along with 6 special conditions. The applicant has revised the site plan by removing the self-storage component and reducing the number of special conditions.	
	

Access to the site will be from the existing western driveway access point on Hooks Street, serving the Ford of Clermont and this development. In addition, the site will be accessed from the existing SR 50 entrance and the Sandy Grove access point to the east. The secondary access point on Hooks Street between the stormwater pond and the proposed daycare site has been acknowledged by Lake County and will warrant improvements along Hooks Street, as indicated in the traffic impact analysis review memo.

Staff have reviewed the CUP application in accordance with Sec. 101-212 of the Land Development Code. With the revised changes, the project does not appear to conflict with the Comprehensive Plan. The future land use is commercial and the proposed uses, particularly the hotel use, are supported by Policy 1.9.3. The applicant has made some revisions to the original proposal to lessen the intensity along with other site changes that alleviate staff's concerns about the compatibility of the developments in the area. In addition, with the revision of parking areas within the development, pedestrian safety appears to have been improved. *The Planning and Zoning Commission recommended approval, 5 to 2, with an additional condition added for a tree inventory and replacement plan. The applicant provided a tree survey, dated July 22, indicating the existing trees were planted for silviculture use and would be exempt from tree mitigation.* Staff recommends approval of Resolution 2025-013R.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	2025-013R -Clermont West Ph 2 (07.15.2025)	2025-013R -Clermont West Ph 2 (07.15.2025).pdf
2.	Maps	Maps.pdf
3.	2025-04-21 Clermont West Phase 2 CUP - Conceptual Site Plan	2025-04-21 Clermont West Phase 2 CUP - Conceptual Site Plan.pdf
4.	Hotel Rendering 1	Hotel Rendering 1.pdf
5.	Hotel Rendering 2	Hotel Rendering 2.pdf
6.	Tree Preservation Letter Response	Tree Preservation Letter.pdf
7.	Clermont West South TIA Review Memo_2025.5.19	Clermont West South TIA Review Memo_2025.5.19.pdf
8.	CUP Application (Signed)	CUP Application (Signed).pdf
9.	Legal Ad - Clermont West Ph 2 CUP 2025 CC	Legal Ad - Clermont West Ph 2 CUP 2025 CC.pdf



CITY OF CLERMONT
RESOLUTION NO. 2025-013R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT (2025-013R), TO ALLOW FOR TWO HOTELS TO OCCUPY MORE THAN 20,000 SQUARE FEET OF FLOOR SPACE AND TO ALLOW SHARED PARKING AMONG THE HOTELS. IN ADDITION, THE APPLICANT IS REQUESTING THE FOLLOWING SPECIAL CONDITIONS TO BE INCLUDED IN THE CONDITIONAL USE PERMIT: (1) TO ALLOW ZERO (0) FOOT INTERNAL LANDSCAPE BUFFERS BETWEEN INTERNAL LOT LINES AND (2) TO ALLOW A MAXIMUM GRADING WITHIN THE PERIMETER LANDSCAPE BUFFERS UP TO 25% SLOPE; 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 July 1, 2025 recommended approval of this Conditional Use Permit to allow for two hotels to occupy more than 20,000 square feet of floor space and to allow shared parking among the hotels. In addition, the applicant is requesting the following special conditions to be included in the Conditional Use Permit: (1) to allow zero (0) foot internal landscape buffers between internal lot lines and (2) to allow a maximum grading within the perimeter landscape buffers up to 25% slope; at the following location:

LOCATION:

Vacant property located north of Hooks Street,
between Ford of Clermont and Dick's Sporting Goods
(Portion of Alternate Key 1103916)
10.61 +/- Acres

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 101-212 (c) 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.



CITY OF CLERMONT
RESOLUTION NO. 2025-013R

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

This application for a Conditional Use Permit to allow for two hotels to occupy more than 20,000 square feet of floor space and to allow shared parking among the hotels. In addition, the applicant is requesting the following special conditions to be included in the Conditional Use Permit: (1) to allow zero (0) foot internal landscape buffers between internal lot lines and (2) to allow a maximum grading within the perimeter landscape buffers up to 25% slope, 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. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
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. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
5. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
6. 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.



CITY OF CLERMONT
RESOLUTION NO. 2025-013R

7. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
8. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
9. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
10. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of issuance of this Conditional Use Permit. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

SECTION 2: LAND USE

HOTEL USE:

1. The property shall be developed to allow for two (2) hotels up to five-stories and up to 70,000 square feet each.
2. Total hotel guest rooms, combined between both hotels, shall not exceed 250 guest rooms overall.
3. The maximum building height will be 55 feet.
4. The hotels shall not be used for extended stay purposes, which is considered as 15 consecutive days per stay or more.
5. The building shall be constructed in substantial accordance with the conceptual elevations and style as shown in **Exhibit B**.

ENTIRE SITE:

6. The property shall be developed to allow for two (2) hotels up to five-stories and up to 70,000 square feet each in the C-2 General Commercial Zoning District. The project, Clermont West – Phase 2, shall be developed in substantial accordance with the Overall Site Plan, dated 12/26/2024 with a revised date of April 21, 2025, as prepared by Kimley-Horn and as identified as **Exhibit A**. Any new development on the property must be submitted for site plan review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.
7. The site may have zero (0) foot internal landscape buffers between internal lot lines.



CITY OF CLERMONT
RESOLUTION NO. 2025-013R

8. The perimeter landscape buffer may have a maximum grade up to a 25% slope.
9. The site shall be developed according to the City of Clermont Land Development Codes, and all buildings must comply with the City of Clermont Architectural Design Standards.
10. Subject to Lake County Public Work's review, additional storage within the existing left turn lane (eastbound) on Hooks Street at the western access point may be required to increase capacity of the turn lane. The length of turn lanes will be determined and approved by Lake County Public Works at the time of site plan review.
11. In no event shall the operation of any business within the project be or become a public nuisance as defined by City Code Section 1-142(c) or other applicable nuisance statutes, such as §823.05, Fla. Stat. In addition to all other remedies at law or equity, if the City issues a Notice of Violation or other notice to the property owner citing such public nuisance activity, the case shall be heard by the City Public Nuisance Abatement Board or City Code Enforcement Board, as provided by the City Code. Nothing herein is intended to supplant or reduce the City's authority granted in Chapter 162, Florida Statutes.
12. The daycare shall require students to be escorted in by an adult, with no unescorted drop-off or pick-up by policy.
13. The site may also be used for any permitted use in the C-2 General Commercial Zoning District.
14. Interior lighting on the site shall be directed downward into the site and shall not spill over onto adjacent properties.
15. All landscaping, drainage/water retention and site plan approval conditions must be maintained in perpetuity for the site.
16. A tree inventory and proposed tree removal and replacement plan at the time of site plan submittal, according to Land Development Code Section 123, will be required so that due consideration may be given for preservation and protection of trees during the site plan design process. Otherwise, the Applicant agrees to follow any relevant provision of Chapter 123 of the Land Development Code.

SECTION 3: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this resolution are hereby repealed.



CITY OF CLERMONT
RESOLUTION NO. 2025-013R

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 AN EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2025-013R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of August, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

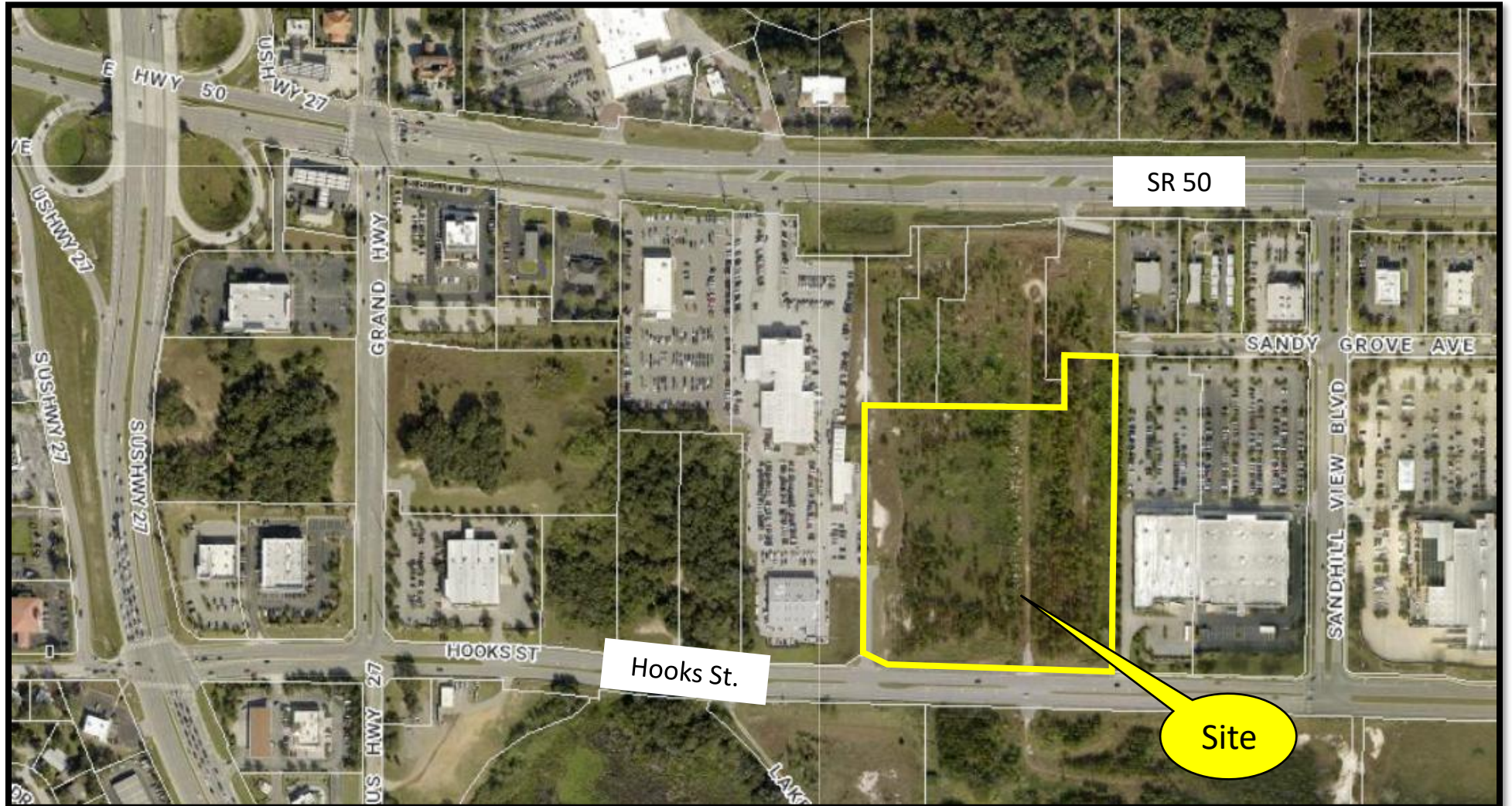
Christian W. Waugh, City Attorney

CITY OF CLERMONT
RESOLUTION NO. 2025-013R

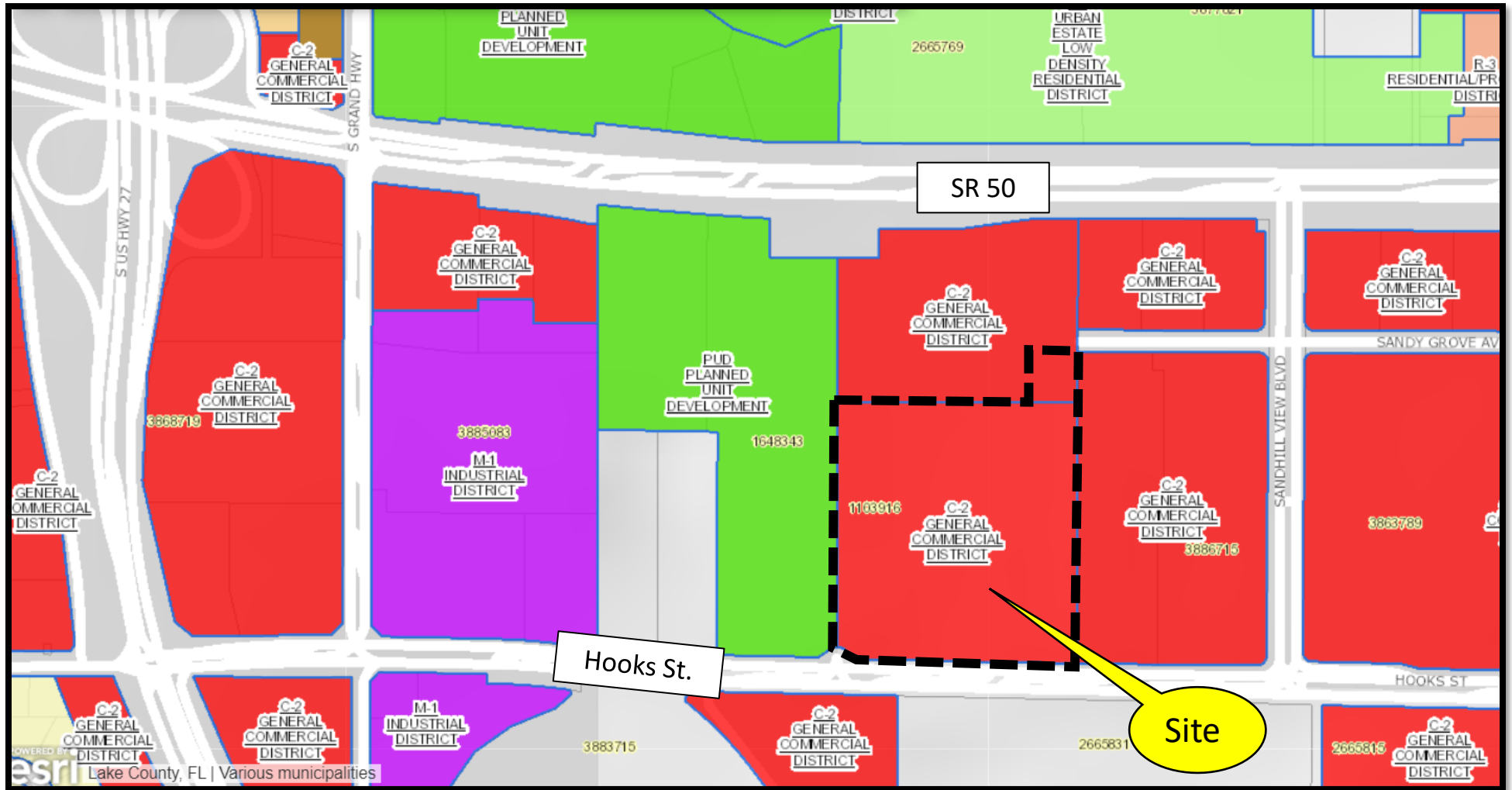
Exhibit B



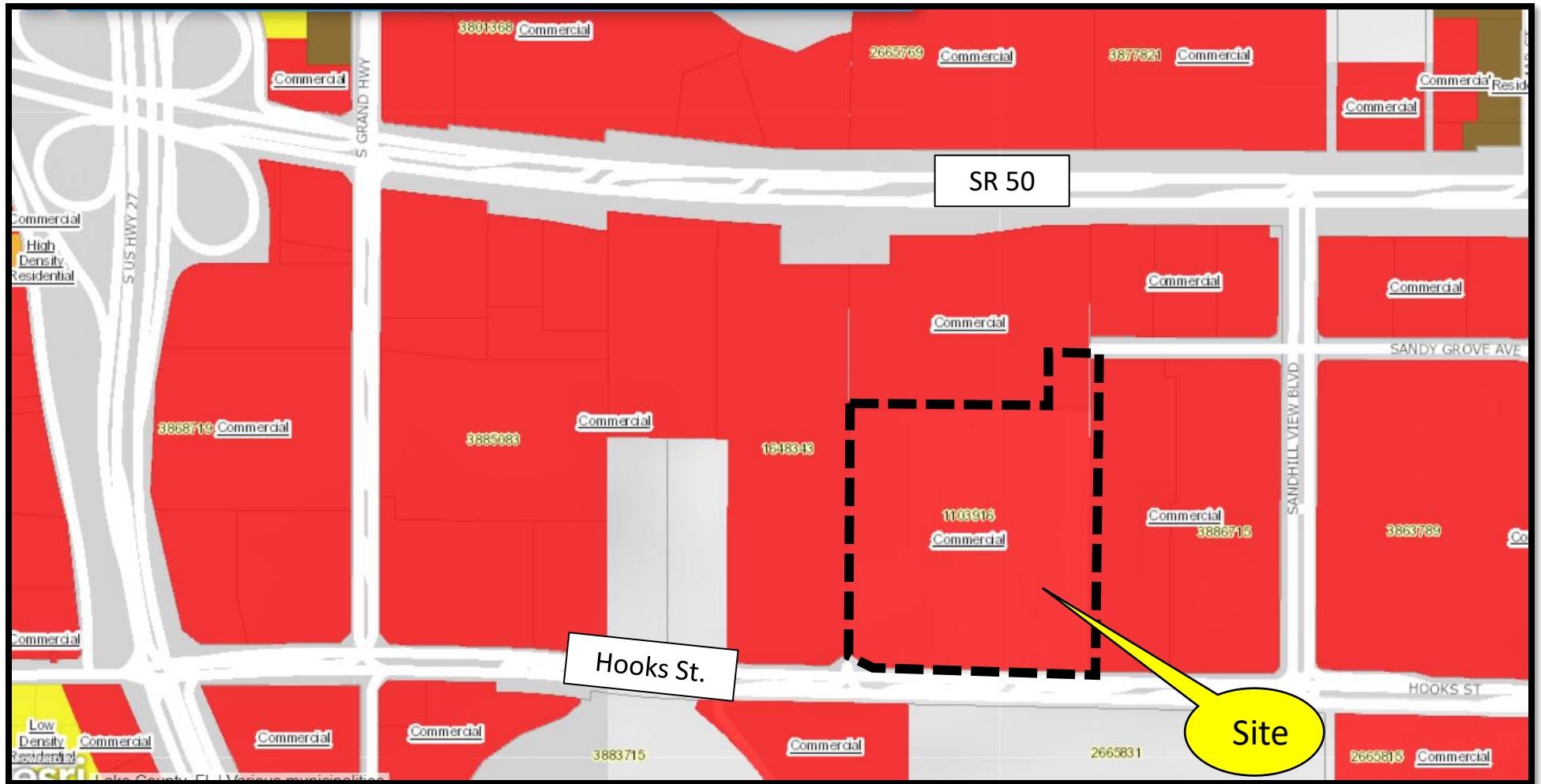
Clermont West Phase 2 – Aerial Map

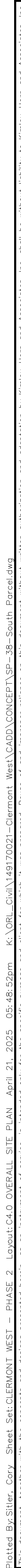


Clermont West Phase 2 – Zoning Map

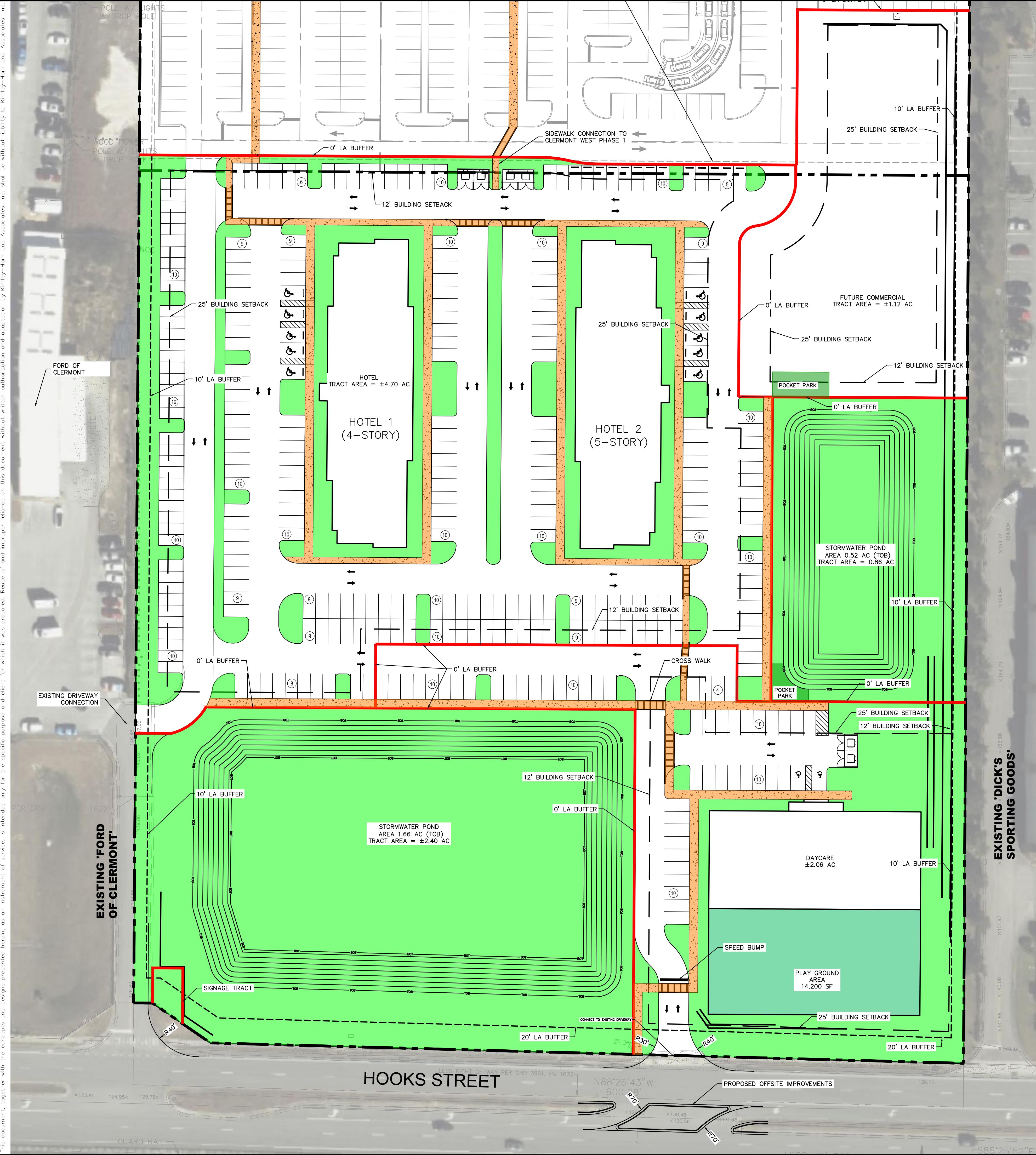


Clermont West Phase 2 – Future Land Use Map





Plotted By: Siller, Cory. Street Set: CLERMONT WEST - PHASE 2. Layout: C4.1 SITE PLAN. April 21, 2025. 05:49:02pm. K:\VORL\GVA\149170021-Clermont West\CA001-CONCEPT\SP-38-South Parcel.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SITE DATA FOR PHASE 2 ONLY

TOTAL AREA: 11.15 ACRES
EXISTING ZONING: C-2 (GENERAL COMMERCIAL DISTRICT)
FUTURE LAND USE: COMMERCIAL
EXISTING LOT USE: VACANT / UNDEVELOPED
PROPOSED LOT USE: COMMERCIAL
PROPOSED COMBINED HOTEL BUILDING AREA: ± 130,000 SF
PROPOSED DAY CARE BUILDING AREA: ± 13,000 SF

BUILDING CRITERIA:

MAX BUILDING HEIGHT: 65 FT

OVERALL IMPERVIOUS AREA:

TOTAL MAX IMPERVIOUS COVERAGE (80%) = 11.15 AC * 80% = 8.92 AC
BUILDING AREA: 1.88 AC
PAVEMENT/CONCRETE AREA: 3.65 AC
TOTAL PROPOSED IMPERVIOUS AREA: 5.53 AC (49.60 %)
TOTAL PROPOSED PERVIOUS AREA: 5.62 AC (50.40 %)

OPEN SPACE:

REQUIRED: 20%
TOTAL SITE AREA: 11.15 AC
MINIMUM OPEN SPACE: 0.20 X 11.15 AC = 2.23 AC
PROVIDED:
TOTAL PROVIDED: 5.62 AC (50.40 %)

BUILDING SETBACKS MINIMUM

HOTEL 1
FRONT (WEST) 25 FT
SIDE (NORTH) 12 FT
SIDE (SOUTH) 12 FT
REAR (EAST) 25 FT
HOTEL 2
FRONT (EAST) 25 FT
SIDE (NORTH) 12 FT
SIDE (SOUTH) 12 FT
REAR (WEST) 25 FT
DAYCARE
FRONT (SOUTH) 25 FT
SIDE (WEST) 12 FT
SIDE (EAST) 12 FT
REAR (NORTH) 25 FT
FUTURE COMMERCIAL
FRONT (WEST) 25 FT
SIDE (NORTH) 12 FT
SIDE (SOUTH) 12 FT
REAR (EAST) 25 FT

LANDSCAPE BUFFERS MINIMUM

HOTEL 1
FRONT (WEST) 10 FT
SIDE (NORTH) 0 FT
SIDE (SOUTH) 0 FT
REAR (EAST) 0 FT
HOTEL 2
FRONT (EAST) 0 FT
SIDE (NORTH) 0 FT
SIDE (SOUTH) 0 FT
REAR (WEST) 0 FT
DAYCARE
FRONT (SOUTH) 20 FT
SIDE (WEST) 0 FT
SIDE (EAST) 10 FT
REAR (NORTH) 0 FT
FUTURE COMMERCIAL
FRONT (WEST) 0 FT
SIDE (NORTH) 0 FT
SIDE (SOUTH) 0 FT
REAR (EAST) 10 FT
POND TRACT
FRONT (SOUTH) 10 FT
SIDE (WEST) 0 FT
SIDE (EAST) 10 FT
REAR (NORTH) 20 FT

PARKING:

ALLOWED:
FULL SIZE PARKING TO COMPACT IS 90 TO 10

REQUIRED PARKING:

COMBINED HOTEL REQUIRED PARKING:
(1 PER EACH ACCOMMODATION/KEY) = 250 KEYS/1 = 250 SPACES
(1 PER EACH 3 EMPLOYEES) = 30 EMPLOYEES/3 = 10 SPACES
SUBTOTAL REQUIRED SPACES = 260

CHILDCARE REQUIRED PARKING:

(1 PER 300 SF CLASSROOM SPACE + 1 FOR EACH STAFF MEMBER + A FOR EACH 4 EMPLOYEES)
= 8,570 SF/300 + 22 STAFF = 29 + 22 = 51 SPACES
SUBTOTAL REQUIRED SPACES = 51

FUTURE COMMERCIAL REQUIRED PARKING:

FUTURE PARCEL WILL PROVIDE PARKING PER THE CITY OF CLERMONT LDC.

TOTAL REQUIRED PARKING = 311

PROVIDED PARKING:

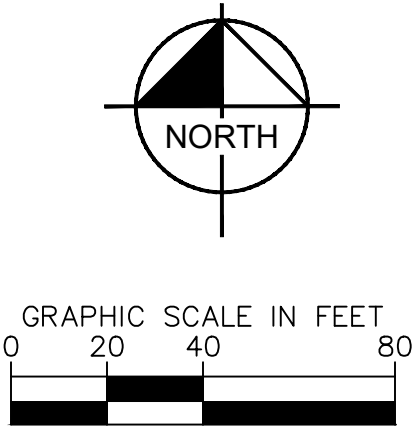
COMBINED HOTEL PARKING:
STANDARD PARKING (20'X10'): 258
HANDICAP PARKING (20'X12'): 10

CHILDCARE

STANDARD PARKING (20'X10'): 49
HANDICAP PARKING (20'X12'): 2

TOTAL PROVIDED PARKING = 319 SPACES

STANDARD PARKING (20'X10'): 307
HANDICAP PARKING (20'X10'): 12



LEGEND

- PROPERTY LINE
- PROPOSED LOT LINES
- BUILDING SETBACKS
- LANDSCAPE BUFFER
- PROPOSED CONCRETE SIDEWALK
- (X) PARKING COUNT
- PROPOSED PEDESTRIAN ACCESS
- PROPOSED OPEN SPACE

REQUESTED CONDITIONS

- 0-FT INTERNAL LA BUFFERS BETWEEN INTERNAL LOT LINES.
- ALLOW MAX GRADING WITHIN LA BUFFERS UP TO 25% SLOPE.

PHASING

EACH USER WILL PERMIT & CONSTRUCT THEIR RESPECTIVE PROJECTS INDEPENDENTLY UNDER SEPARATE PHASES.

STORMWATER MANAGEMENT

STORMWATER RUNOFF FROM THE PROPOSED PROJECT WILL BE MANAGED BY DRY RETENTION PONDS TO PROVIDE ADEQUATE WATER TREATMENT AND ATTENUATION VOLUMES. THE PROPOSED STORMWATER SYSTEM WILL BE DESIGNED TO MEET OR EXCEED ALL THE REQUIREMENTS OF ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT (SRWMD), THE CITY OF CLERMONT, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

CALL 48 HOURS
BEFORE YOU DIG

IT'S THE LAW!
DIAL 811



SUNSHINE STATE ONE CALL OF FLORIDA, INC.

MB	CITY COMMENTS #1	REVISIONS	BY
07/01/24		No.	DATE
Kimley»Horn			
© 2024 KIMLEY-HORN AND ASSOCIATES, INC. 200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM REGISTRY No. 35106			
LICENSED PROFESSIONAL	CORY SILLER	FLORIDA LICENSE NUMBER 89984	DATE: 12/26/2024
KHA PROJECT 149170021	DATE 12/26/2024	SCALE AS SHOWN	DESIGNED BY
			DRAWN BY
			CHECKED BY
CLERMONT WEST - PHASE 2			
FLORIDA			
CITY OF CLERMONT			
SHEET NUMBER C4.1			



CLERMONT

PROPOSED HOTEL





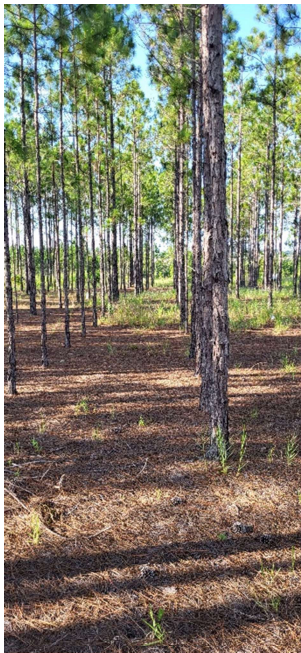
July 22, 2025

City of Clermont
Planning & Zoning Department
685 W Montrose Street
Clermont, FL 34711

Re: **Clermont West**
Project Number – CUP2025-013R

To Whom It May Concern:

Kimley-Horn and Associates, Inc. performed a site visit to document the existing trees planted at the site location associated with the above permit number. Upon investigation, it was determined that all trees located on site were planted for the use of silviculture (see pictures below – depicting linear nature of planting). The two species of pines found were Longleaf Pine and Loblolly Pine, ranging in sizes of 2" DBH - 15" DBH. Based on this, it is our opinion that this site should be exempt from tree mitigation in accordance with Clermont Land Development Code Sec. 123-101.



If you have any further questions, please do not hesitate to contact our office (407-427-1629) or email me at Matt.franko@kimley-horn.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Franko".

KIMLEY-HORN AND ASSOCIATES, INC.
Matt Franko, PLA

MEMORANDUM

Date: May 19, 2025

Project #: 24449.41

To: Mr. John Kruse
City of Clermont
685 W. Montrose St.
Clermont, FL 34711

From: Stephanie Shealey, PE, PTOE, PTP

Project: Clermont West – South Parcel Traffic Impact Analysis

Subject: TIS Review

This memorandum has been prepared to document the review of the Clermont West – South Parcel Traffic Impact Study. The TIS was completed by Kimley-Horn and was revised May 2025. The project proposes to build two hotels (123 rooms each), a day care center (12,500 SF), and a general strip retail plaza (10,000 SF) in Clermont, FL. The site is located between SR 50 and Hook Street, west of Sandhill View Boulevard. The original parcel fronting SR 50 was previously analyzed to contain four restaurants. A Portillo's opened on the adjacent Clermont West parcel in January 2024.

Comments were provided on the original traffic study to include the latest Lake County CMP Database and updated traffic counts incorporating Portillo's. The most recent update to the study updates the development program based on feedback from the City of Clermont and the access per Lake County. All comments have been addressed and we have no additional comments.

Per coordination with Lake County, the development will have one full access at the existing Ford driveway. The eastern access point on Hooks Street will need to be modified into a directional median opening. No other offsite improvements are required.



CITY OF CLERMONT

CONDITIONAL USE PERMIT APPLICATION

Date 5/7/2025		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Clermont West Phase 2			
Applicant CLERMONT WEST INVESTORS, LLC			
Contact Person RYAN STAHL			
Address 630 S. MAITLAND AVENUE, SUITE 100	City MAITLAND	State FL	Zip 32751
Telephone 407-628-0077	Fax		
Email RSTAHL@EQUINOX-DEVELOPMENT.COM			
OWNER INFORMATION ☒ (Check box if owner information is same as applicant)			
Owner's Name			
Owner Address	City	State	Zip
Telephone	Fax		
PROPERTY INFORMATION			
Address of Subject Property 1250 E HWY 50	City CLERMONT	State FL	Zip 34711
General Location South of SR 50, east of Grand Hwy, west of Sandhill View Blvd, and north of Hooks St.			
Legal Description & Alternate Key (include copy of survey) A PORTION OF: BEGIN AT THE EAST LINE OF TRACT 22, THAT IS SOUTH LINE OF FDOT RIGHT OF WAY, RUN SOUTH ALONG THE EAST LINE OF 500 FEET, THENCE NORTH 89°39'36" WEST TO THE WEST BOUNDARY OF SAID TRACT 22, THENCE NORTH TO FDOT RIGHT OF WAY, THENCE EAST ALONG SAID SOUTHERLY FDOT RIGHT OF WAY TO POINT OF BEGINNING, BEING A PART OF TRACT 22, LAKE HIGHLANDS COMPANY, SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LESS ROAD RIGHT OF WAY. AND TRACTS 22 AND 27, LAKE HIGHLANDS COMPANY, SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS AND EXCEPT: BEGIN AT THE EAST LINE OF TRACT 22, THAT IS SOUTH LINE OF FDOT RIGHT OF WAY, RUN SOUTH ALONG THE EAST LINE OF 500 FEET, THENCE NORTH 89°39'36" WEST TO THE WEST BOUNDARY OF SAID TRACT 22, THENCE NORTH TO FDOT RIGHT OF WAY, THENCE EAST ALONG SAID SOUTHERLY FDOT RIGHT OF WAY TO POINT OF BEGINNING, BEING A PART OF TRACT 22, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. TOGETHER WITH LAKE HIGHLANDS 29-22-26, TRACTS 37A, 37B, 38A, E 170.51 FT OF TRACT 388—LESS BEG AT NE COR OF TRACT 37A, RUN S 0-15-47 W 35.01 FT, N 88-26-40 W 164.46 FT, N 0-15-47 E 35.01 FT, S 88-26-40 E 164.46 FT TO POB FOR RD R/W & LESS FROM SW COR OF NW 1/4 OF SEC 29 RUN S 88-26-37 E ALONG S LINE OF NW 1/4 A DIST OF 1483.16 FT, S 0-12-04 W 15 FT TO S LINE OF HOOKS ST & THE INTERSECTION WITH W LINE OF E 170.51 FT OF TRACT 388 FOR POB, CONT S 88-26-37 E 983.16 FT, S 0-15-50 W 35 FT, N 88-26-37 W 983.07 FT, N 0-12-04 E 35 FT FOR RD R/W—PB 2 PG 25 ORB 1008 PG 668. FOR A TOTAL OF ±17.72 AC.			
Land Use (City verification required) C-2 GENERAL COMMERCIAL DISTRICT			
Zoning (City verification required) COMMERCIAL			



CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**

Detailed Description of request (What are you proposing to do and why is it appropriate for this location?) Attach additional page if necessary.

Develop the rear ± 10.61 -acres south of the Clermont West (#SITE2301-0006) project to propose two 5-story hotels ($\pm 130,000$ combined SF, ± 250 combined rooms), $\pm 12,500$ SF child daycare center, and a future commercial parcel per the conceptual site plan. This project and the proposed uses are consistent with the existing zoning and the surrounding uses within this commercial corridor along SR-50.

RYAN STAHL

Applicant Name (print)

x

Applicant Name (signature)

RYAN STAHL

Owner Name (print)

x

Owner Name (signature)

*****NOTICE*****

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

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

(352) 394-4083 Fax: (352) 394 3542

5/26/2020

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	

Date:	07/16/2025
Order Number:	11499516
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	60.0000
Height in Inches:	4.9700

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	07/28/2025 - 07/28/2025	Govt Public Notices
LEE dailycommercial.com	1	07/28/2025 - 07/28/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$96.80
Tax Amount	\$0.00
Service Fee 3.99%	\$3.86
Cash/Check/ACH Discount	-\$3.86
Payment Amount by Cash/Check/ACH	\$96.80
Payment Amount by Credit Card	\$100.66

Order Confirmation Amount	\$96.80
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

On Tuesday, August 12, 2025 at 3:00 PM, the Clermont City Council will consider a request for a Conditional Use Permit (2025-013R), to allow for two hotels to occupy more than 20,000 square feet of floor space and to allow shared parking among the hotels. In addition, the applicant is requesting the following special conditions to be included in the Conditional Use Permit: (1) to allow zero (0) foot internal landscape buffers between internal lot lines and (2) to allow a maximum grading within the perimeter landscape buffers up to 25% slope.

LOCATION

Vacant property located north of
Hooks Street,
between Ford of Clermont and
Dick's Sporting Goods
(Portion of Alternate Key 1103916)
10.61 +/- Acres

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 will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk
Daily Commercial
July 28, 2025

11499516 7/28/2025

AGENDA ITEM

Meeting Date		
Tuesday, August 12, 2025		
Agenda Item Name		
Ordinance No. 2025-021 <i>Intro</i> <i>ProActive Auto Annexation</i>		
Requested Action		
Recommend approval of Ordinance 2025-021.		
Staff Report		
The applicant, ProActive Custom Auto Land Trust, is requesting annexation of the subject property. The property is located at 13550 Granville Ave, east of Granville Ave and south of State Road 50, and is approximately 2.35 +/- Acres. The property meets the requirements for consideration of annexation under Florida Statutes 171.044 by adjacency to the current City limits. The property is currently used as an Auto Repair Shop and has plans for expansion.		
		
Since the property meets the requirements under Florida Statutes 171.044 for annexation, the property can be served by the City of Clermont for services, and the property of land is contiguous with the current City limits on the north and east property boundary, staff recommend approval of the annexation request. Staff recommends approval of Ordinance 2025-021.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2025-021 ProActive Auto ANEX (08.04.2025)	Ord. 2025-021 ProActive Auto ANEX (08.04.2025).pdf	
2. ProActive Auto Annex Maps	ProActive Auto Annex Maps.pdf	

3.	Utility Service Agreement - 13550 Granville Ave	Utility Service Agreement - 13550 Granville Ave.pdf
4.	Application	Application.pdf
5.	Legal Ad ANX - Pro Active Auto CC 7.30.25	Legal Ad ANX - Pro Active Auto CC 7.30.25.docx



CITY OF CLERMONT
ORDINANCE NO. 2025-021

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

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

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

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

SECTION 1:

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

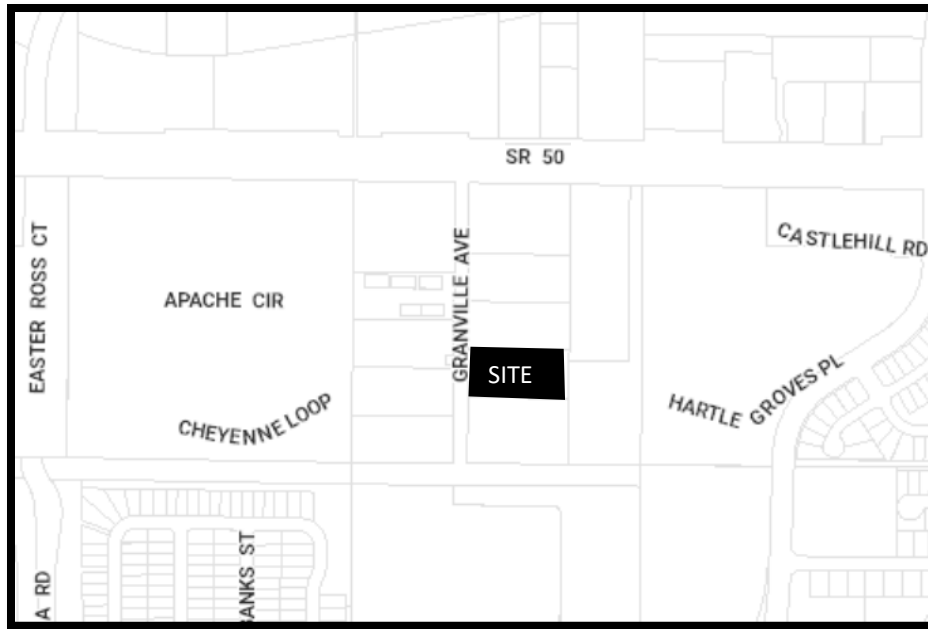
LEGAL DESCRIPTION

LAKE HIGHLANDS 26-22-26 FROM SW COR OF TRACT 25 RUN N 89-14-45 E 498.71 FT, N 0-53-59 W 116.82 FT, N 89-36-38 E 33 FT, N 0-53-49 W 188.51 FT FOR POB, RUN N 0-53-49 W 220 FT, N 89-36-37 E 466.07 FT, S 0-51-34 E 220 FT, S 89-36-37 W 465.92 FT TO POB
PB 3 PG 52 ORB 6387 PG 733

LOCATION

13550 Granville Ave
Property located on Granville Ave
South of State Road 50
Alternate Key 2758040
2.35 +/- Acres

CITY OF CLERMONT
ORDINANCE NO. 2025-021



SECTION 2:

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3:

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

SECTION 4: CONFLICT

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

SECTION 5: SEVERABILITY

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



CITY OF CLERMONT
ORDINANCE NO. 2025-021

SECTION 6: ADMINISTRATIVE CORRECTION

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

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and paid by the Applicant.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2025-021

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 9th day of September, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

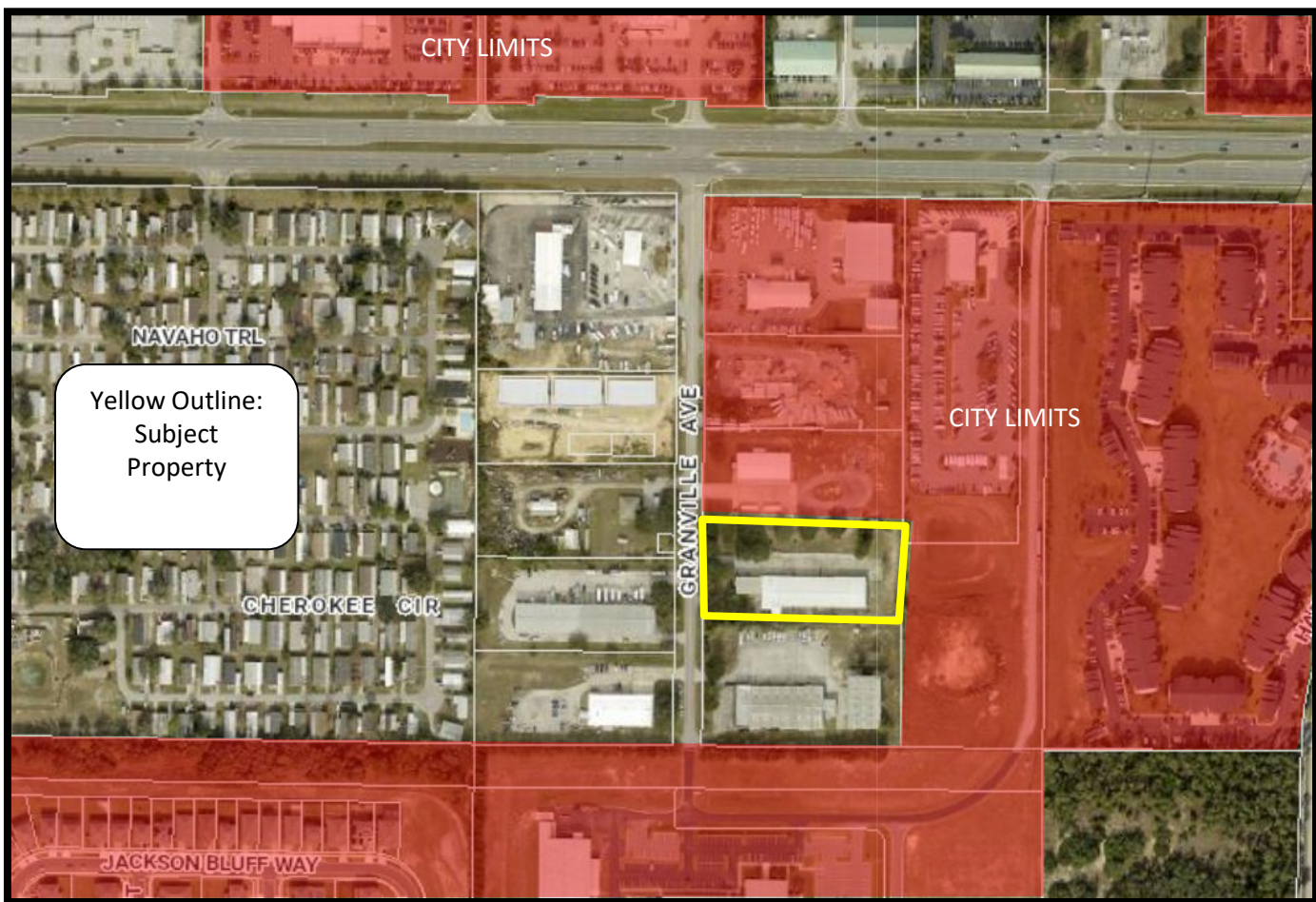
APPROVED AS TO FORM AND LEGALITY:

Christian W. Waugh, City Attorney

Exhibit - Location Map – ProActive Auto



Exhibit - Annexation Map – ProActive Auto



**UTILITY SERVICE AGREEMENT
FOR WATER**

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Proactive Custom Auto Land Trust, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for an office/warehouse facility described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

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

Whereas, as a condition of CITY providing said water to the property. Lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the development; 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 CITY chooses to do so upon Owner receiving a Certificate of Occupancy from Lake County; 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. WATER/SEWER— Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

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

- 1.5 The OWNER shall be responsible for the construction of all onsite lines and appurtenances to serve the project, as well as costs associated with the connection to the existing infrastructure off-site. 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 improvements. No Certificate of Occupancy shall be issued until water improvements have been completed and accepted by the CITY.
- 1.6 The OWNER shall be responsible for all costs of onsite improvements 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.
- 1.7 The existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.8 Irrigation shall be provided by private well for common areas.
- 1.9 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.10 The City may require a looped system to provide reliability and redundancy to the property.
- 1.11 The development shall be in substantial compliance with the Existing Conditions and Aerial shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.12 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.13 The Agreement shall be for 180 gpd for water based on an annual average along with fire protection connection.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64).
- (b) The project is currently an existing auto repair facility operating in Lake County. Within the property, an existing building, approximately 22,000 square feet, is in need of retrofitting for an updated fire suppression system. Central water is necessary for the new suppression system. Any expansions to the current building size over 3% will result in the owner seeking voluntary annexation into the City of Clermont.

Section 3. ANNEXATION

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

Proactive Custom Auto Land Trust
1309 Coffeen Ave. Suite 2166
Sheridan, WY 82801

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

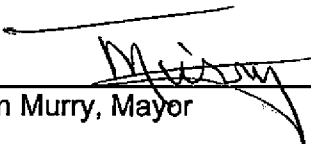
The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years.

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

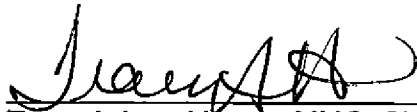
DATED this 29 day of July, 2025.

CITY OF CLERMONT

ATTEST:

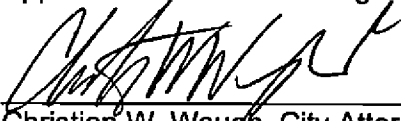


Tim Murry, Mayor



Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:



Christian W. Waugh, City Attorney



OWNER: Proactive Custom Auto Land Trust

Romona Deokaran

Signature

Title:

Hanging Member

Romona Deokaran

Print Name

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me on this 31st day of July, 2025, by Romona Deokaran, who is personally known to me or who has produced DL as identification and who did not take an oath.

Notary Public

Andrea Clark

SEAL



Type/print name

Andrea Clark

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

Proactive Custom Auto Land Trust

Description:**LEGAL DESCRIPTION:**

That part of Tracts 25 and 26, according to the LAKE HIGHLANDS COMPANY'S PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, as recorded in Plat Book 3, Page 24, and also in Plat Book 3, Page 52, Public Records of Lake County, Florida, described as follows:

Commence at the Southwest corner of said Tract 25; thence North 89 degrees 14 minutes 45 seconds East along the South line of said Tract 25, a distance of 498.71 feet; thence North 00 degrees 53 minutes 59 seconds West, 116.82 feet; thence North 89 degrees 36 minutes 38 seconds East, 33.00 feet; thence North 00 degrees 53 minutes 49 seconds West, 188.51 feet to the POINT OF BEGINNING; thence continue North 00 degrees 53 minutes 49 seconds West, 220.00 feet; thence North 89 degrees 36 minutes 37 seconds East, 466.07 feet to the East line of the West 1/2 of aforesaid Tract 26; thence South 00 degrees 51 minutes 34 seconds East along said East line, 220.00 feet; thence South 89 degrees 36 minutes 37 seconds West, 465.92 feet to the POINT OF BEGINNING.

a/k/a: 13550 Granville Avenue, Clermont, FL 34711

Lake County Alternate Key Numbers:

2758040

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 29th day of July 2025, between Proactive Custom Auto Land Trust, property owners in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

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

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

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where

such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

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

PROPERTY OWNER(S):

WITNESSES (Two required):

Proactive Custom Auto Land Trust

Witnesses

By: Romona Deokaran
Signature

1. [Signature]
Signature

Romona Deokaran
Type or print name

Nicole Wisniewski
Type or print name

By: _____
Signature

2. [Signature]
Signature

Type or print name

Katelyn Wilson
Type or print name

STATE OF Lake Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me on this 31 day of July, 2025, by Romona Deokaran, who is personally known to me or who has produced DL as identification and who did not take an oath.

Notary Public Andrea Clark SEAL:

Type/print name Andrea Clark



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

EXHIBIT "C"

EXISTING CONDITIONS AND AERIAL

**Proactive Custom Auto Land Trust
13550 Granville Ave.**

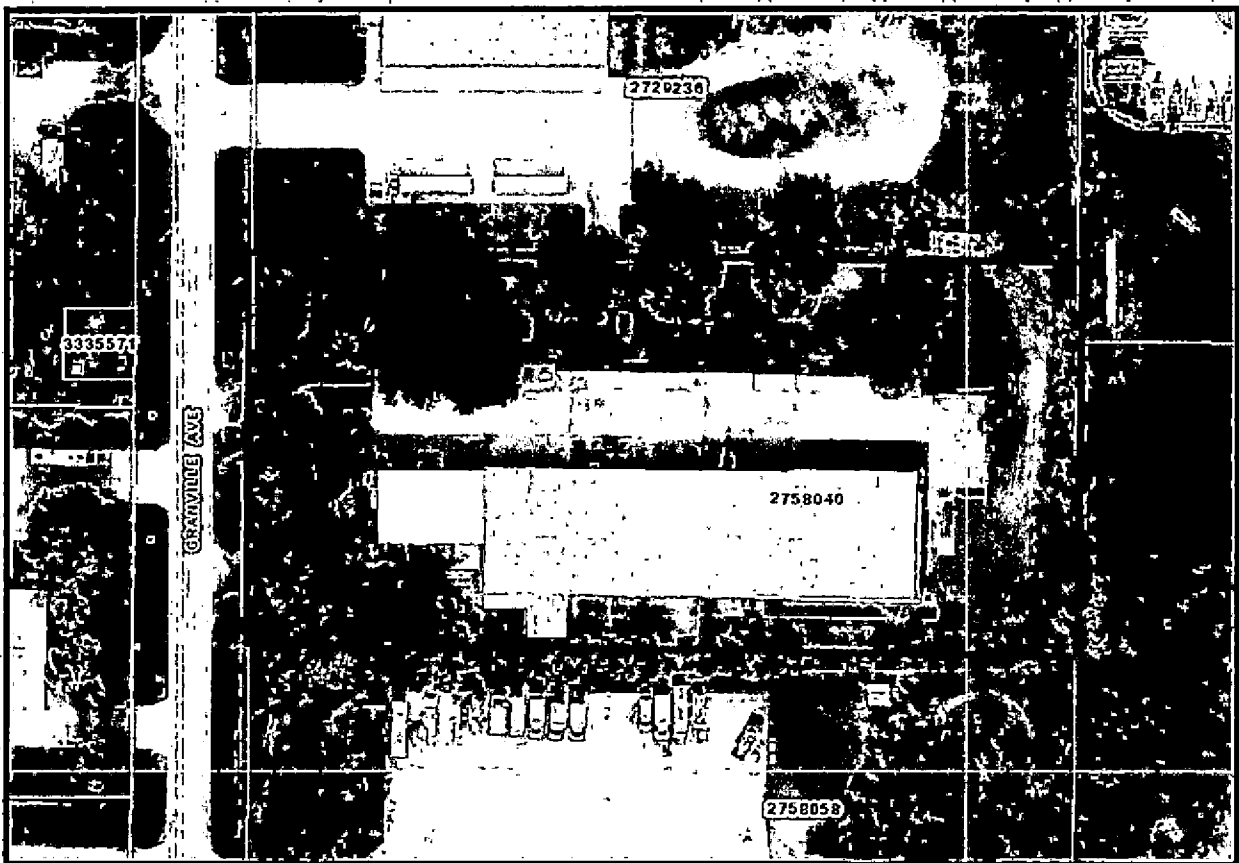
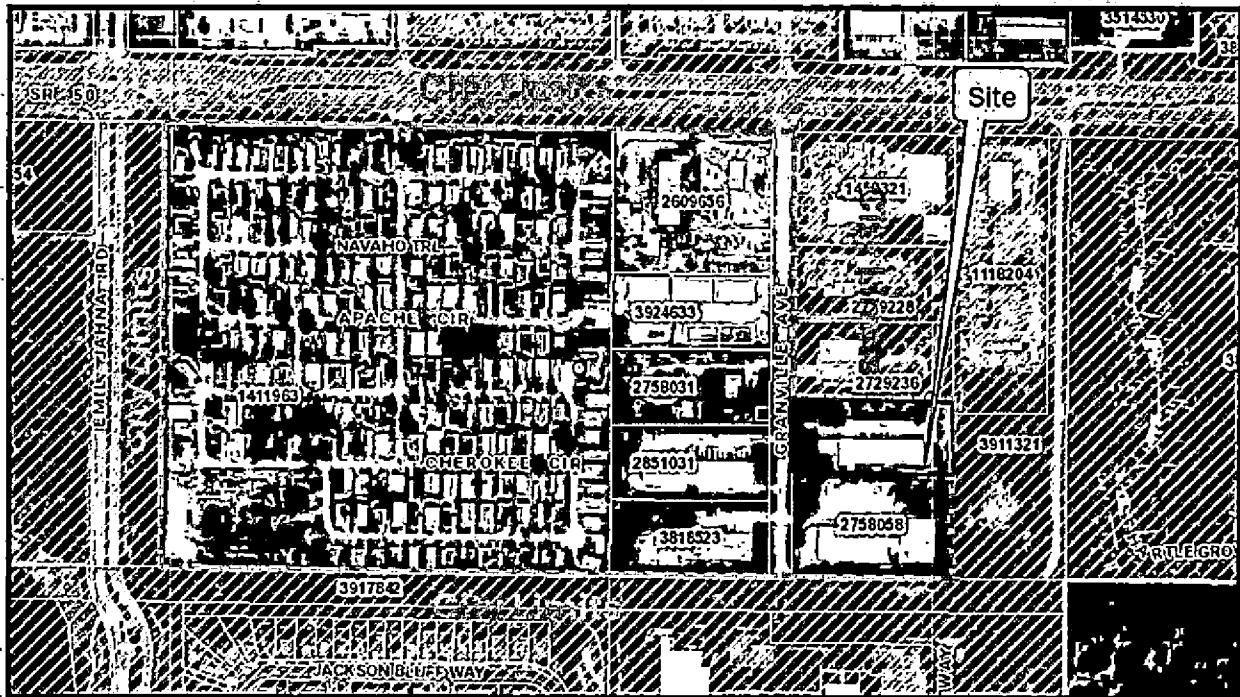
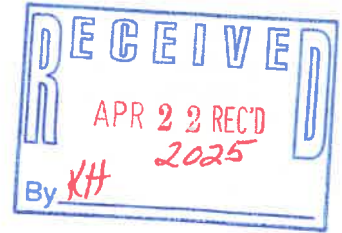


EXHIBIT "D"
LOCATION MAP





APPLICATION & PETITION

DATE: 4-21-2025

PROJECT NAME (if applicable): PRO Active Auto

APPLICANT: PRO Active Custom Auto Land Trust

Address: 1309 COFFEEN AVE STE 2160

City: Sheridan State: WY Zip: 82801

Phone: 1-321-424-3104 Fax: _____

Applicant is: Owner: ☐ Agent: ☐ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: PRO Active Custom Auto Land Trust

Address: 1309 COFFEEN AVE STE 2160

City: Sheridan State: WY Zip: 82801

Phone: 1-321-424-3104 Fax: _____

AGENT NAME (Affidavit required): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Property address and/or general location: 13550 CRAWFORD AVE
Clermont, FL - 34711

AK 2758040

Area of property: 2.354 +/- acres, and/or 102,518 +/- sq. ft.

The property is PRESENTLY used for: Auto Repair Shop

The property is PROPOSED to be used for: Auto Repair Shop

Existing Lake County Land Use*: Auto Repair Shop

Existing Lake County Zoning*: Auto Repair / Heavy Industrial



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

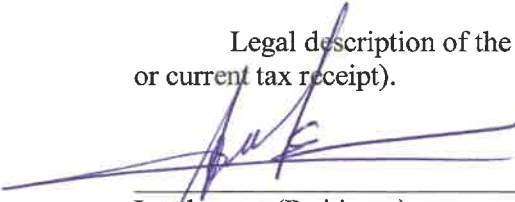
WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

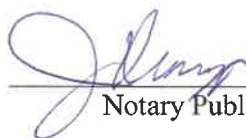
hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 21 day of APRIL, 2025.

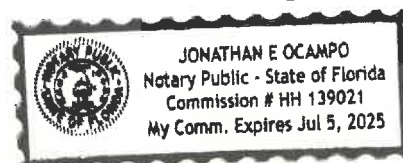
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).


Landowner (Petitioner)

4/21/25
Date


Notary Public

My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 4-21-2025

Before me, the undersigned authority personally appeared KRISHNA DEUKARAN (owner(s) name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Connection to City water and Sewer Service
3. That said authority (owner) has appointed (agent's name) _____ to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

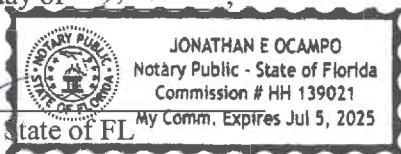
X [Signature]
Owner (signature)

X _____
Agent's (signature)

Sworn to and subscribed before me this 21 day of APRIL, 2025.

Sworn to and subscribed before me this _____ day of _____, 20____.

[Signature]
Notary Public, State of FL
My commission expires: _____



Notary Public, State of FL
My commission expires: _____

***Note:** Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: 2 Structures
Connected with Single Roof,
Auto Repair

State the reason or basis for this request: Owner is updating Building
and needs Fire Suppression, would like
to connect to water and sewer service

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section _____, Township _____, Range _____

ACT Key # 2758040

APPLICATION FEE OF \$155.00 MUST BE SUBMITTED WITH THE APPLICATION OR PAID ONLINE PRIOR TO STAFF REVIEW. YOU WILL BE INVOICED PRIOR TO THE PUBLIC HEARING FOR THE ADVERTISING FEE. DISPLAY ADS ARE REQUIRED FOR ANNEXATIONS SO THE LEGAL AD FEES WILL BE A MINIMUM OF \$800 AND UP, DEPENDING ON THE LENGTH OF THE LEGAL DESCRIPTION.

***IF FOR ANY REASON THE APPLICATION IS TABLED AT A MEETING, A NEW LEGAL AD WILL BE REQUIRED AT THE COST OF THE APPLICANT.**

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

LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, September 9, 2025 at 3:00 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2025-021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVINERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION

13550 Granville Ave
Property located on Granville Ave
South of State Road 50
Alternate Key 2758040
2.35 +/- Acres



LEGAL DESCRIPTION

LAKE HIGHLANDS 26-22-26 FROM SW COR OF TRACT 25 RUN N 89-14-45 E 498.71 FT, N 0-53-59 W 116.82 FT, N 89-36-38 E 33 FT, N 0-53-49 W 188.51 FT FOR POB, RUN N 0-53-49 W 220 FT, N 89-36-37 E 466.07 FT, S 0-51-34 E 220 FT, S 89-36-37 W 465.92 FT TO POB PB 3 PG 52 ORB 6387 PG 733

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC

City Clerk

Daily Commercial

Publish Dates: August 26, 2025 and September 2, 2025

Size: 2 columns by 10 inches

AGENDA ITEM

Meeting Date	
Tuesday, August 12, 2025	
Agenda Item Name	
Ordinance No. 2025-028 <i>Intro</i> <i>Bloxam Offices</i>	
Requested Action	
Recommend approval of Ordinance 2025-028.	
Staff Report	
The applicant, Patrick Harb, is requesting a rezoning for the subject vacant parcel located north of Pitt Street and east of Bloxam Avenue. The 5.65-acre parcel is currently zoned R-3-A Residential/Professional District with a Future Land Use Designation of Commercial. The applicant is requesting to rezone the property to Planned Unit Development (PUD) with Office/Flex space uses. The Planned Unit Development (PUD) would allow for a multi-tenant development consisting of 5 Office/Flex Buildings with 48,500 square feet of space. The PUD shall comply with the R-3-A Residential/Office excluding single-family residential and C-2 General Commercial District Codes and Regulations as indicated in the Land Development Code, Section 122-261. The applicant has provided a list of prohibited uses under Section 3 of the Ordinance.  The Office/Flex buildings will consist of office space to include garage doors to utilize for storage capabilities for tenants, catering to businesses that require flexible use. As part of the PUD zoning request, the applicant is requesting a waiver to the City Code. 1. To allow a 14-foot retaining wall adjacent to U.S. Highway 27 instead of the 6 feet required by the Land Development Code due to the existing topography. Staff have also requested the applicant to have a 30% landscaping material increase on the south buffer that is adjacent to the residential property. Staff also recommend the elevations provided require additional architectural treatment during the Site Review process.	

The rezoning to Planned Unit Development (PUD) will be consistent with the City of Clermont Comprehensive Plan Goals, Objectives and Policies. The mixed-use development is consistent with the character of the surrounding properties and will be in harmony with the general intent and purpose of the Land Development Codes.

Staff recommends approval of Ordinance No. 2025-028, rezoning subject parcel from R-3-A to Planned Unit Development (PUD).

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

1.	Ord 2025-028 Bloxam Offices Rezoning (07.31.2025)	Ord 2025-028 Bloxam Offices Rezoning (07.31.2025).pdf
2.	Bloxom Offices Location Maps	Bloxom Offices Location Maps.pdf
3.	Bloxam Avenue Office Flex Space Concept Plan (07-30-2025) REV 1	Bloxam Avenue Office Flex Space Concept Plan (07-30-2025) REV 1.pdf
4.	20250728 Bloxam HH - Bloxam_Building Elevations [20250728]	20250728 Bloxam HH - Bloxam_Building Elevations [20250728].pdf
5.	20250325 Bloxam HH - TMC - Bloxam Office Warehouse_Traffic Analysis [20250729]	20250325 Bloxam HH - TMC - Bloxam Office Warehouse_Traffic Analysis [20250729].pdf
6.	20250606 Bloxam HH - Germana Engineering - Bloxam PUD Narative [V4 20250728]	20250606 Bloxam HH - Germana Engineering - Bloxam PUD Narative [V4 20250728].docx
7.	Rezoning Application	Rezoning Application.pdf
8.	Ord 2025-028 Bloxam HH Legal Ad CC	Ord 2025-028 Bloxam HH Legal Ad CC.docx

CITY OF CLERMONT
ORDINANCE NO. 2025-028

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

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property (the “Property”):

LEGAL DESCRIPTION

LOT 3, AND THE SOUTH 110 FEET OF LOT 2, BLOCK K, CLERMONT, ACCORDINGLY TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS ALL THAT PART THEREOF DEEDED TO THE STATE OF FLORIDA FOR RIGHT-OF-WAY FOR HIGHWAY.

LOCATION

Vacant Parcel on Bloxam Avenue
North of Pitt Street, East of Bloxam Avenue
And West of US Hwy 27
(Alternate Key 1109957)
5.65 +/- Acres





CITY OF CLERMONT
ORDINANCE NO. 2025-028

PROPERTY REZONING

From: Residential/Professional R-3-A
To: Planned Unit Development PUD with Office/Flex Uses

SECTION 2. GENERAL CONDITIONS

This application for a Planned Unit Development to allow for a multi-tenant development consisting of 5 Office/Flex Buildings with 48,500 square feet of space. The permitted uses specified herein on and subject to the terms and conditions of this Ordinance (as hereinafter defined) be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The Property shall be developed pursuant to the terms and conditions of this Ordinance and in substantial accordance with the Conceptual Plan attached hereto as Exhibit “A” (the “Conceptual Plan”). Formal construction plans incorporating all terms and conditions stated in this Ordinance shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
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 parcel without first submitting necessary plans and obtaining required approvals and permits in accordance with City Codes and Land Development Regulations and those of other appropriate jurisdictional entities.
4. This Ordinance, including the concept plan, must comply with all applicable requirements of the City Comprehensive Plan and City Land Development Codes and Regulations.

SECTION 3. LAND USES AND SPECIFIC CONDITIONS

1. The Planned Unit Development (PUD) shall comply with the R-3-A Residential/Office excluding single-family residential and C-2 General Commercial District Codes and Regulations as indicated in the Land Development Code, Section 122-261.
2. The following criteria shall apply to the development, improvement, operation and use of the property:
 - (a) As part of this project the following uses will be prohibited:
Prohibited Uses
 1. Tattoo or piercing parlors
 2. Pawn shops
 3. Smoke or vape shops
 4. Used car sales or car lots

CITY OF CLERMONT
ORDINANCE NO. 2025-028

5. Junk yards or salvage yards
 6. Heavy manufacturing
 7. Outdoor storage as a primary use
 8. Recycling centers (especially scrap metal)
 9. Truck stops or fueling stations
 10. Cannabis dispensaries
 11. Animal processing or slaughterhouses
 12. Temporary uses like carnivals or flea markets
- (b) A waiver shall be granted to allow a 14-foot retaining wall adjacent to U.S. Highway 27 instead of the 6 feet required by the Land Development Code due to the existing topography.
 - (c) All Landscape buffers shall be planted with three canopy trees and five understory trees per 100 lineal feet and must provide a continuous three-foot-high opaque screen of landscape materials at time of plantings.
 - (d) There shall be a 30% increase in landscaping along the south landscape buffer.
 - (e) The property shall be allowed one (1) Master Development Multi-tenant ground monument sign that complies with City Code, Chapter 102 Signs, and a secondary monument sign that does not exceed one half (½) of the allowable copy area square footage of the Master sign.
 - (f) The site shall be developed according to the City of Clermont Land Development Codes and all buildings must comply with the City of Clermont Architectural Design Standards.
 - (g) A minimum five-foot wide sidewalk shall be constructed along each street's right-of-way adjacent to parcel that comply with the American Disabilities Act requirements and provide pedestrian access. Sidewalks construction shall be coordinated with appropriate government entity for designated streets.
3. Building Setbacks:

Front Setback (US 27):	50 feet from Property Lines
Rear Setback (Bloxam Ave):	25 feet from Property Lines
Side Setback (North):	12 feet from Property Lines
Side Setback (South):	25 feet from Property Lines
 4. Landscape Buffer:

US 27 (East):	20 feet Buffer
Bloxam Avenue (West):	20 feet Buffer
Side (North):	10 feet Buffer
Side (South):	10 feet Buffer



CITY OF CLERMONT
ORDINANCE NO. 2025-028

5. The maximum building height shall be 55 feet, measured at the highest point.
6. The maximum impervious surface area ratio for the Property shall be 80% with a floor area ratio for the property not to exceed 0.35.
7. There shall be no truck traffic, loading or deliveries of any kind on the property between the hours of 9 p.m. and 7 a.m.

SECTION 4. CONFLICT

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

SECTION 5. 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 6. ADMINISTRATIVE CORRECTION

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

SECTION 7. RECORDING

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

SECTION 8. PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2025-028

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of August, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC,
City Clerk

Approved as to form and legality:

Christian W. Waugh, City Attorney

Exhibit - Location Map

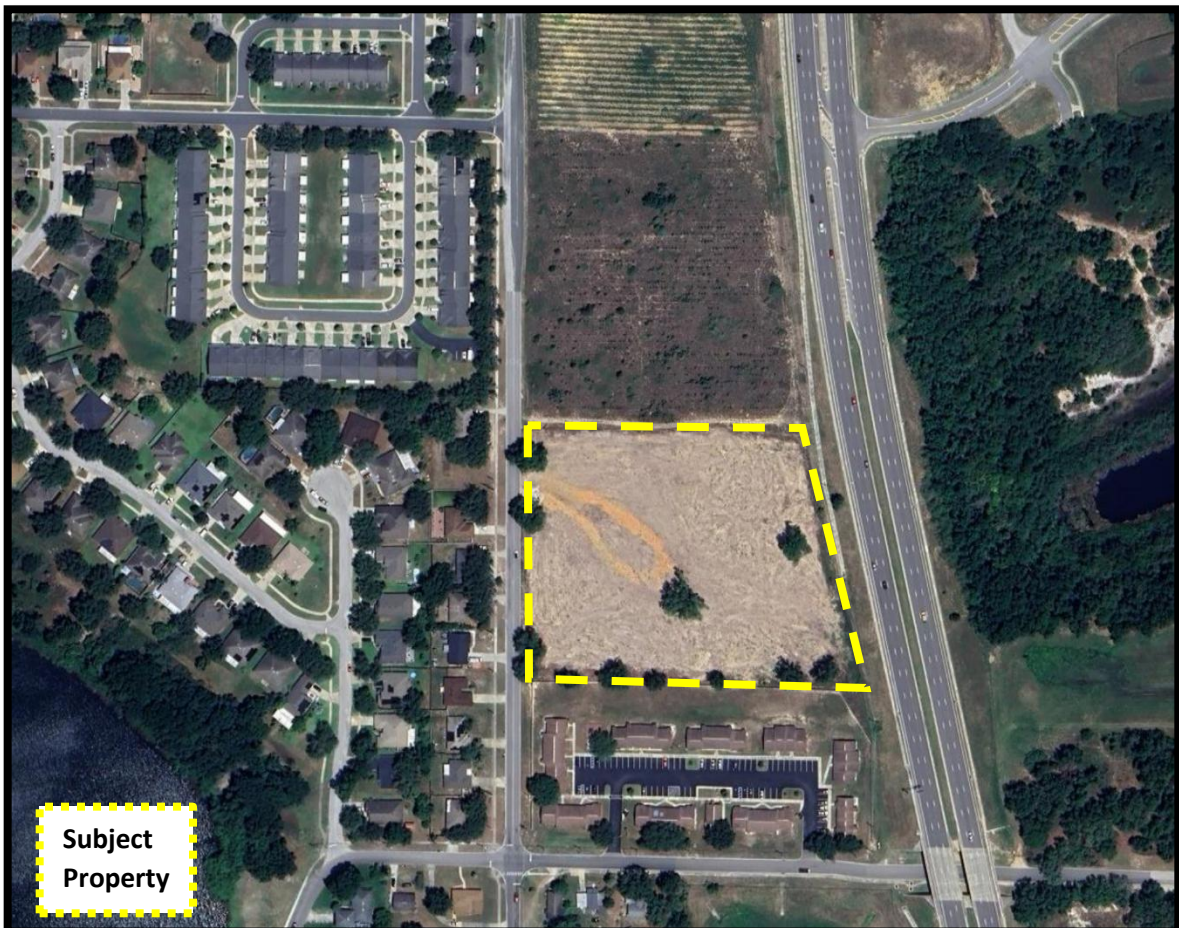
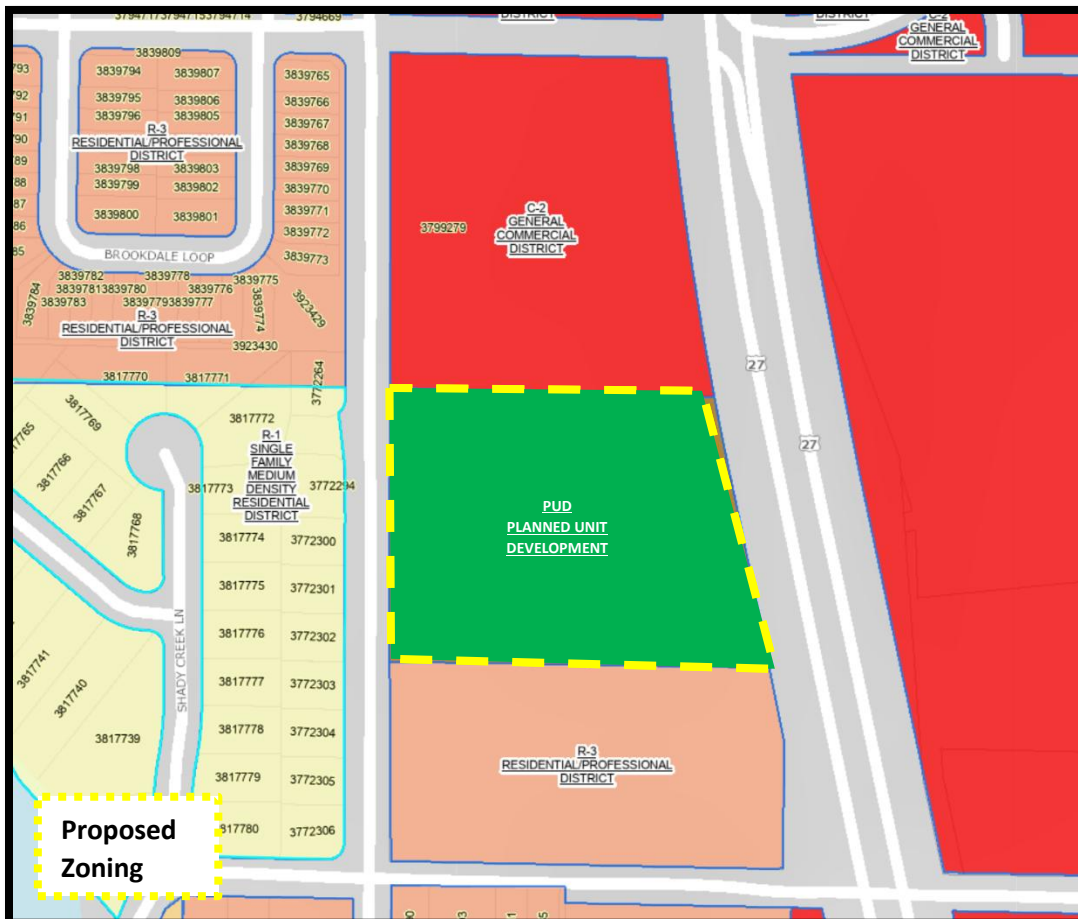
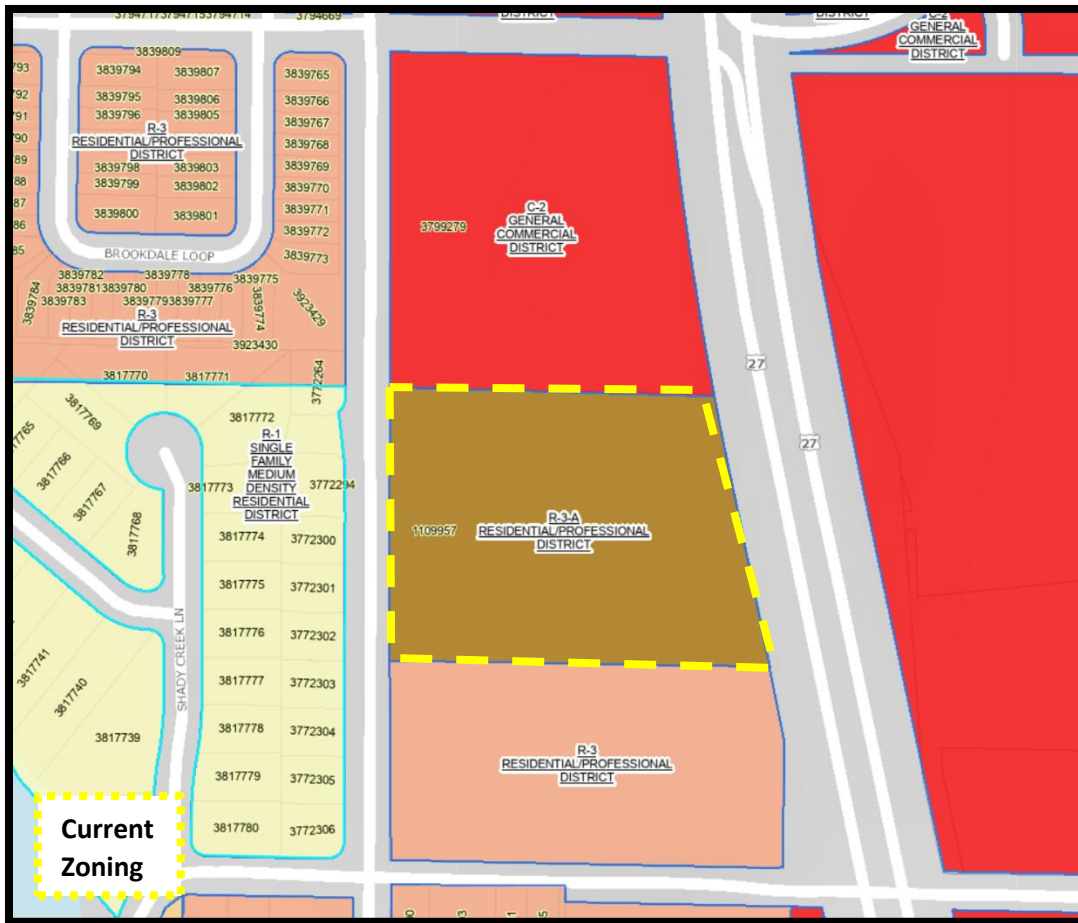
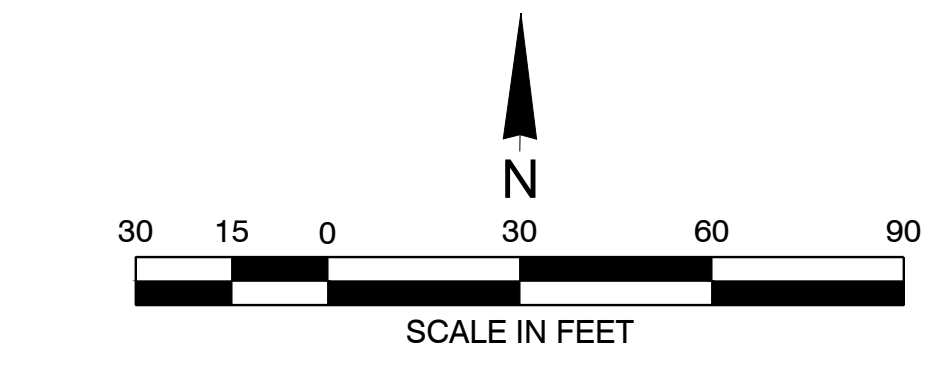


Exhibit – Zoning Map





- NOTES**
- THE SITE CONSTRUCTION STAKEOUT SHALL BE PERFORMED UNDER THE DIRECTION OF A FLORIDA REGISTERED SURVEYOR. AUTOCAD FILE WILL BE PROVIDED TO AID IN THE SITE CONSTRUCTION STAKEOUT. ANY DISCREPANCIES FOUND BETWEEN THE AUTOCAD FILES SHALL BE BROUGHT TO THE ENGINEERS ATTENTION FOR CLARIFICATION PRIOR TO THAT STAKEOUT.
 - PROJECT SITE SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FBC) 6TH EDITION (2023).

- SITE DATA**
- SITE AREA** = 5.65 AC / 246,144 SF
 - SITE LOCATION**
BLOXAM AVENUE
CLERMONT, FLORIDA 34711
SECTION 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST
 - SITE DESCRIPTION**
TAX PARCEL ALT KEYS: 1109957
EXISTING ZONING: R-3-A (RESIDENTIAL / PROFESSIONAL DISTRICT) CITY OF CLERMONT
PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT) CITY OF CLERMONT
FUTURE LAND USE: COMMERCIAL
 - SITE REQUIREMENTS**
MAXIMUM ISR: 80%
MAXIMUM HEIGHT: 55 FEET
BLOXAM AVENUE LANDSCAPE BUFFER: 20 FEET
NORTH LANDSCAPE BUFFER: 10 FEET
SOUTH LANDSCAPE BUFFER: 10 FEET
US 27 LANDSCAPE BUFFER: 20 FEET
BLOXAM AVENUE BUILDING SETBACK: 25 FEET
NORTH BUILDING SETBACK: 25 FEET
SOUTH BUILDING SETBACK: 25 FEET
US 27 BUILDING SETBACK: 50 FEET
 - BUILDING DATA**
USE TYPE: OFFICE FLEX SPACE
NUMBER OF BUILDINGS: 5 OFFICE FLEX SPACE BUILDINGS
BUILDING DIMENSIONS: VARY (ONE STORY)
TOTAL BUILDING AREA: 48,500 SF
 - PARKING DATA**
REGULAR PARKING SPACES PROVIDED = 70 SPACES
OVERSIZED PARKING SPACES PROVIDED = 12 SPACES
TOTAL PARKING SPACES PROVIDED = 82 SPACES
(78-100 SPACES PROVIDED)
HANDICAP PARKING REQUIRED = 4 SPACES
HANDICAP PARKING PROVIDED = 4 SPACES

- LEGEND**
- PROPERTY LINE
 - EXTERIOR PARCEL LINE
 - o-o- EXISTING FENCE
 - - - LANDSCAPE BUFFER
 - - - BUILDING SETBACK
 - [Hatched] EXISTING CONCRETE
 - [Solid] PROPOSED CONCRETE

REVISIONS		DATE
#		

CONCEPT SITE PLAN

BLOXAM AVENUE
OFFICE FLEX SPACE

CLERMONT, FLORIDA

PROJECT # GE002024

GERMANA ENGINEERING
AND ASSOCIATES, LLC
1120 WEST MINNEOLA AVENUE
CLERMONT, FL 34711
WWW.GERMANAENGINEERING.COM
ENGINEERING FIRM REGISTRY # 29279

SCALE: 1" = 30'

DATE: 06-24-2024

SHEET
C4

PRELIMINARY
NOT FOR CONSTRUCTION
NOT FOR PERMITTING
07-30-25
CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 29279

MEMORANDUM

July 29, 2025

To: Patrick Harb
From: Batuhan Anlitan
Re: Bloxam Avenue Office Flex Space
TMC Job#: 24188.01.01

Traffic and Mobility Consultants (TMC) was requested to analyze the number of trips generated by the proposed development located north of Pitt Street, east of Bloxam Avenue and west of US 27/SR 25, in the City of Clermont, Florida. A Traffic Impact Analysis (TIA) was initially performed for single-family housing land use and submitted to City of Clermont.

The project is currently approved for 12 single-family detached units. The development program is being amended to include 14,550 SF of general light industrial use, 14,550 SF of mini-warehouse facilities, 9,700 SF of small office building, and 9,700 SF of hardware and paint retail store. The change in trip generation is the subject of this analysis. The approved and proposed development site plans are provided in **Attachment A**.

The trips generated by the proposed development were projected using data published in the ITE *Trip Generation Manual, 11th Edition*. The approved residential use generates 143 daily vehicle trips of which 11 trips occur during the AM peak hour, and 14 trips occur during the PM peak hour. The approved trip generation rates are shown in **Attachment B**.

ITE trip rates were also applied to calculate the trips associated with the proposed development, which is projected to generate 288 net external daily vehicle trips of which 31 trips occur during the AM peak hour, and 54 trips occur during the PM peak hour. The proposed trip generation rates are shown in **Attachment C**. The trip generation calculation and the comparison between the approved and proposed development is shown in **Table 1**.

The updated land use generates up to 30 new PM peak hour trips, equating to a 1.1% impact on US 27/SR 25, which has a directional hourly capacity of 2,814 trips. Since the development adds fewer than 100 peak hour trips and less than 2% of the corridor's capacity, it qualifies as "de minimis" under LSMPO guidelines. Relevant data from the Lake County 2023 *Congestion Management Process Database* is included in **Attachment D**.

Re: Bloxam Avenue Office Flex Space
TMC Job#: 24188.01.01
Page: 2 of 2

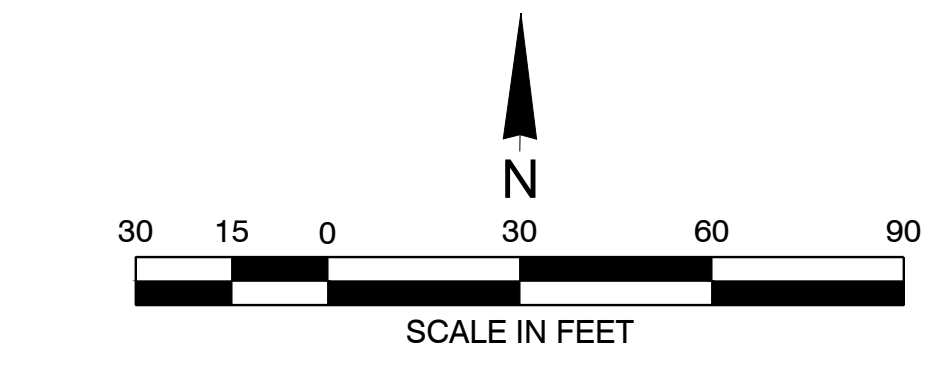
Table 1
Trip Generation Calculation and Comparison

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
Approved Development												
210	Single-Family Residential	12 DU	11.96	143	0.90	11	3	8	1.13	14	9	5
Proposed Development												
ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
110	General Light Industrial	14.55 KSF	4.87	71	0.74	11	9	2	0.65	9	1	8
151	Mini-Warehouse	14.55 KSF	1.45	21	0.09	1	1	0	0.15	2	1	1
712	Small Office Building	9.70 KSF	14.39	140	1.67	16	13	3	2.16	21	7	14
816	Hardware/Paint Store	9.70 KSF	8.07	78	0.92	9	5	4	2.98	29	13	16
Total Trip Generation				310		37	28	9		61	22	39
Internal Capture (5% Daily, 10.8% AM, 0% PM)				17		4	3	1		0	0	0
Total External Trips				293		33	25	8		61	22	39
Retail Pass-by Trips (26% Daily, 26% AM, 26% PM)				5		2	1	1		7	3	4
Total New External Trip Generation				288		31	24	7		54	19	35
Trip Generation Comparison												
Net Trip Generation				145		20	21	-1		40	10	30

Trip generation analysis based on ITE Trip Generation Manual, 11th Edition
 Internal capture and pass-by estimated based on ITE Trip Generation Handbook, 3rd Edition

ATTACHMENTS

ATTACHMENT A
Project Site Plans



- NOTES**
- THE SITE CONSTRUCTION STAKEOUT SHALL BE PERFORMED UNDER THE DIRECTION OF A FLORIDA REGISTERED SURVEYOR. AUTOCAD FILE WILL BE PROVIDED TO AID IN THE SITE CONSTRUCTION STAKEOUT. ANY DISCREPANCIES FOUND BETWEEN THE AUTOCAD FILES SHALL BE BROUGHT TO THE ENGINEERS ATTENTION FOR CLARIFICATION PRIOR TO THAT STAKEOUT.
 - PROJECT SITE SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FBC) 6TH EDITION (2023).

- SITE DATA**
- SITE AREA** = 5.65 AC / 246,144 SF
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PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT) CITY OF CLERMONT
FUTURE LAND USE: COMMERCIAL
 - SITE REQUIREMENTS**
MAXIMUM ISR: 80%
MAXIMUM HEIGHT: 55 FEET
BLOXAM AVENUE LANDSCAPE BUFFER: 15 FEET (W/ WALL, TREES AND SHRUBS)
NORTH LANDSCAPE BUFFER: 10 FEET
SOUTH LANDSCAPE BUFFER: 10 FEET
US 27 LANDSCAPE BUFFER: 15 FEET (W/ WALL, TREES AND SHRUBS)
BLOXAM AVENUE BUILDING SETBACK: 25 FEET
NORTH BUILDING SETBACK: 25 FEET
SOUTH BUILDING SETBACK: 25 FEET
US 27 BUILDING SETBACK: 50 FEET
 - BUILDING DATA**
USE TYPE: OFFICE FLEX SPACE
NUMBER OF BUILDINGS: 5 OFFICE FLEX SPACE BUILDINGS
BUILDING DIMENSIONS: VARY (ONE STORY)
TOTAL BUILDING AREA: 48,500 SF
 - PARKING DATA**
(1 SPACE PER 1,000 SF OF FLOOR SPACE)
PARKING SPACES REQUIRED = 49 SPACES
REGULAR PARKING SPACES PROVIDED = 38 SPACES
OVERSIZED PARKING SPACES PROVIDED = 12 SPACES
TOTAL PARKING SPACES PROVIDED = 50 SPACES
(28-32 SPACES PROVIDED)
HANDICAP PARKING REQUIRED = 2 SPACES
HANDICAP PARKING PROVIDED = 4 SPACES

- LEGEND**
- PROPERTY LINE
 - EXTERIOR PARCEL LINE
 - - - EXISTING FENCE
 - - - LANDSCAPE BUFFER
 - BUILDING SETBACK
 - [Pattern] EXISTING CONCRETE
 - [Pattern] PROPOSED CONCRETE

REVISIONS		DATE
#		

SITE PLAN

**BLOXAM AVENUE
OFFICE FLEX SPACE**

CLERMONT, FLORIDA

PROJECT # GE002024

**GERMANA ENGINEERING
AND ASSOCIATES, LLC**
1120 WEST MINNEOLA AVENUE
CLERMONT, FL 34711
WWW.GERMANAENGINEERING.COM
ENGINEERING FIRM REGISTRY # 29279

SCALE: 1" = 30'

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07-29-25
CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 29279

ATTACHMENT B
Approved Development Trip Generation

Attachment A: Approved Development Trip Generation

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
210	Single-Family Residential	12 DU	11.96	143	0.90	11	3	8	1.13	14	9	5

Trip generation analysis based on ITE Trip Generation Manual, 11th Edition

Single-Family Detached Housing (210)

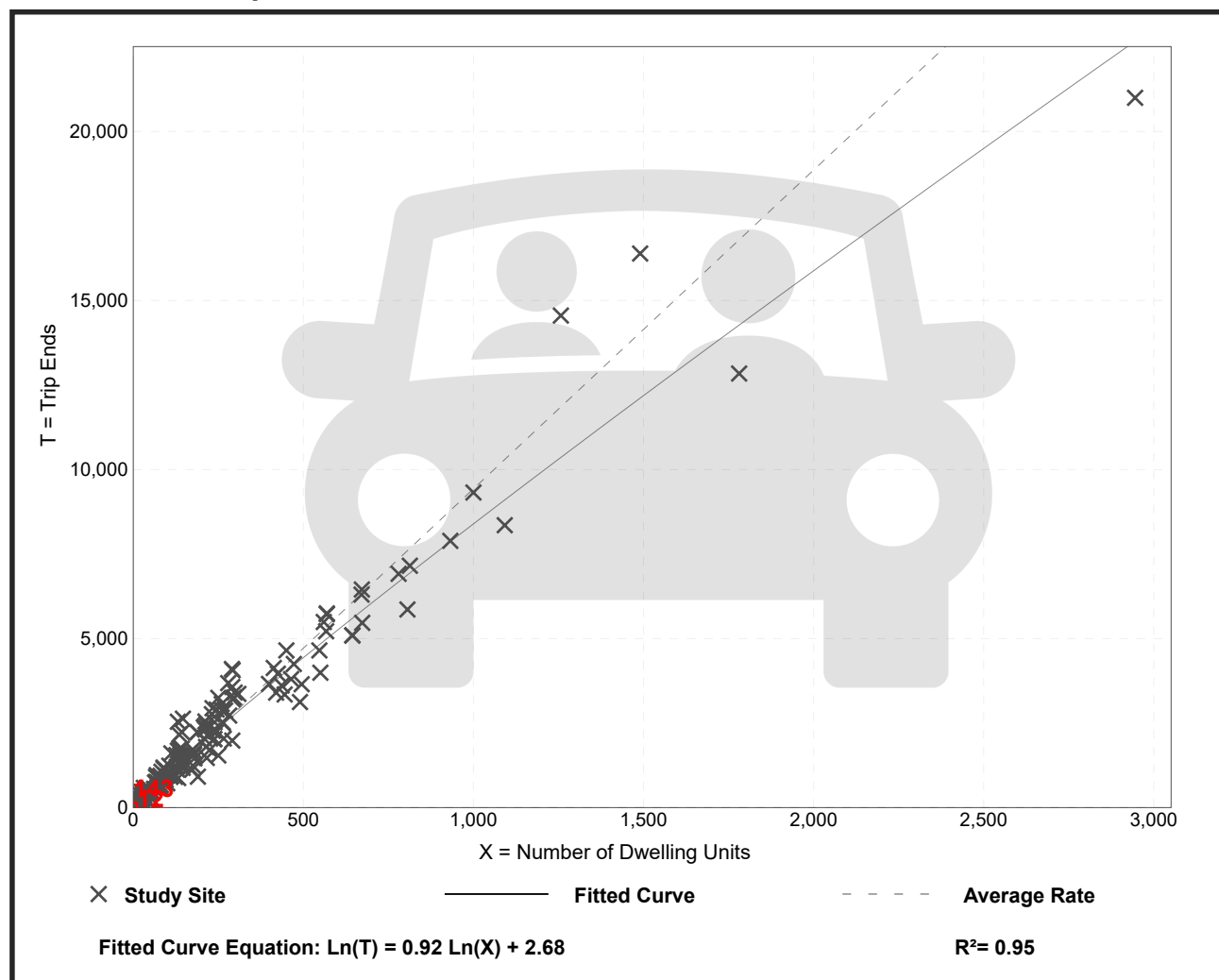
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 208

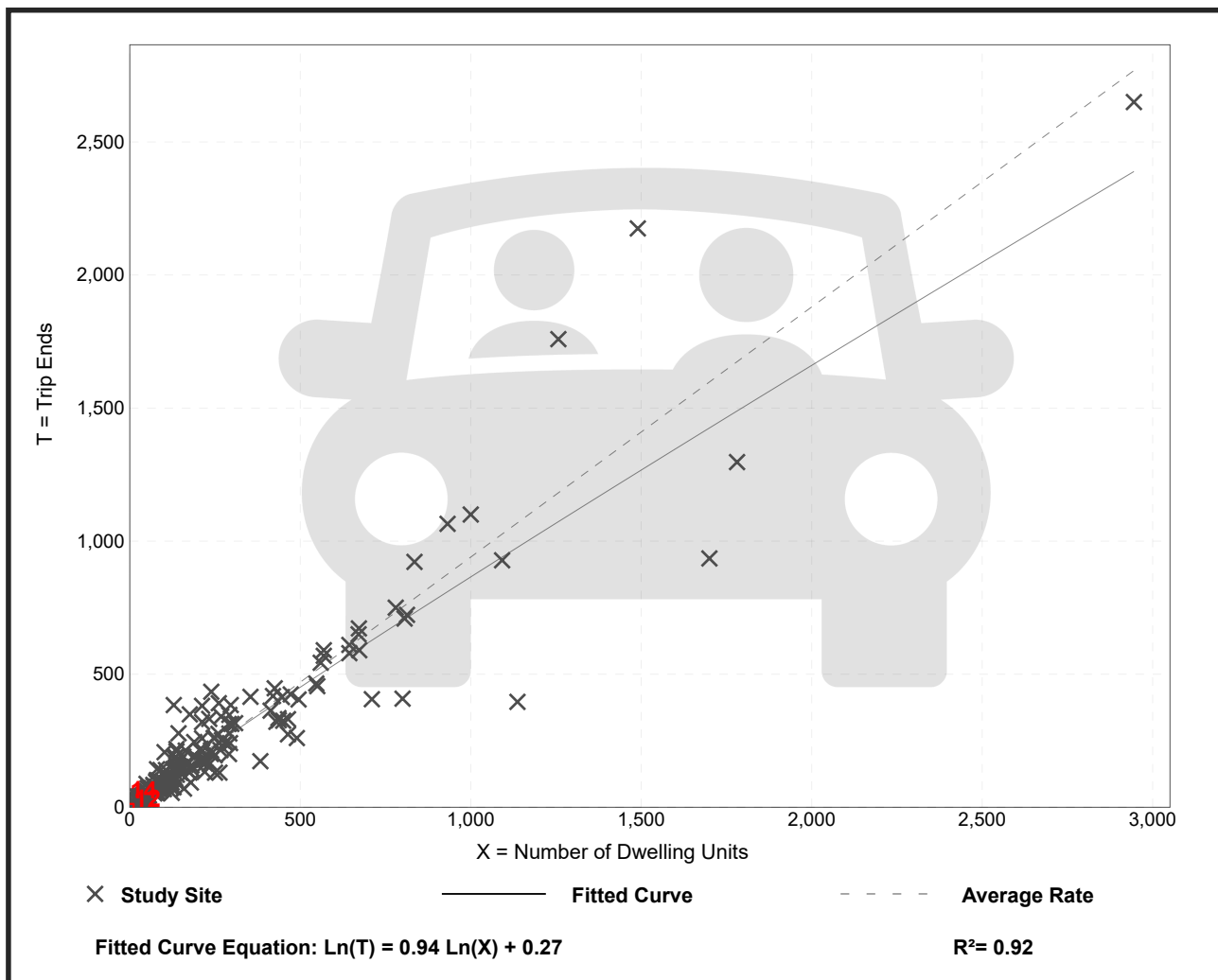
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 208

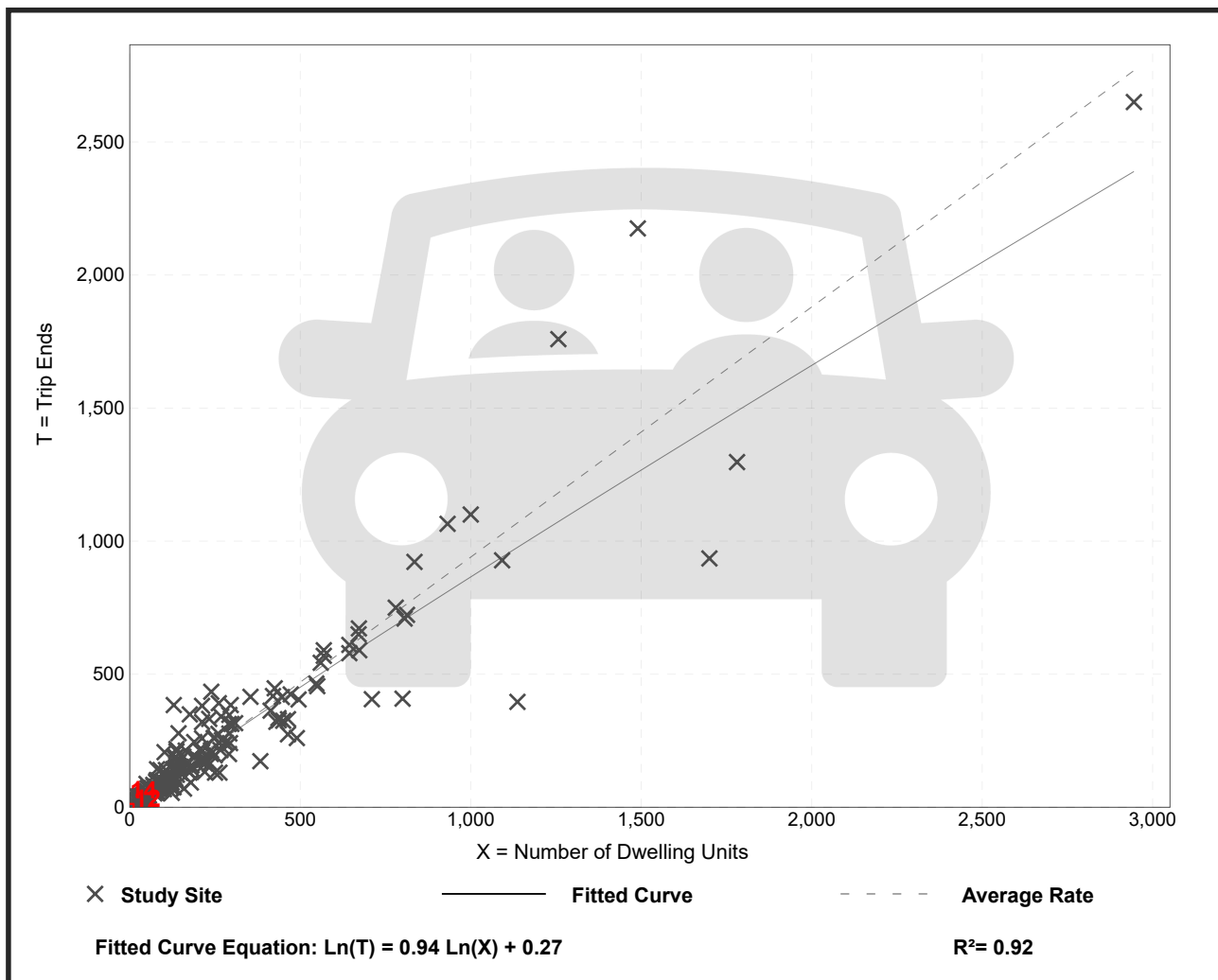
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



ATTACHMENT C
Proposed Development Trip Generation

Attachment B: Proposed Development Trip Generation

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
110	General Light Industrial	14.55 KSF	4.87	71	0.74	11	9	2	0.65	9	1	8
151	Mini-Warehouse	14.55 KSF	1.45	21	0.09	1	1	0	0.15	2	1	1
712	Small Office Building	9.70 KSF	14.39	140	1.67	16	13	3	2.16	21	7	14
816	Hardware/Paint Store	9.70 KSF	8.07	78	0.92	9	5	4	2.98	29	13	16
Total Trip Generation				310		37	28	9		61	22	39
<i>Internal Capture (5% Daily, 10.8% AM, 0% PM)</i>				17		4	3	1		0	0	0
Total External Trips				293		33	25	8		61	22	39
<i>Retail Pass-by Trips (26% Daily, 26% AM, 26% PM)</i>				5		2	1	1		7	3	4
Total New External Trip Generation				288		31	24	7		54	19	35

General Light Industrial (110)

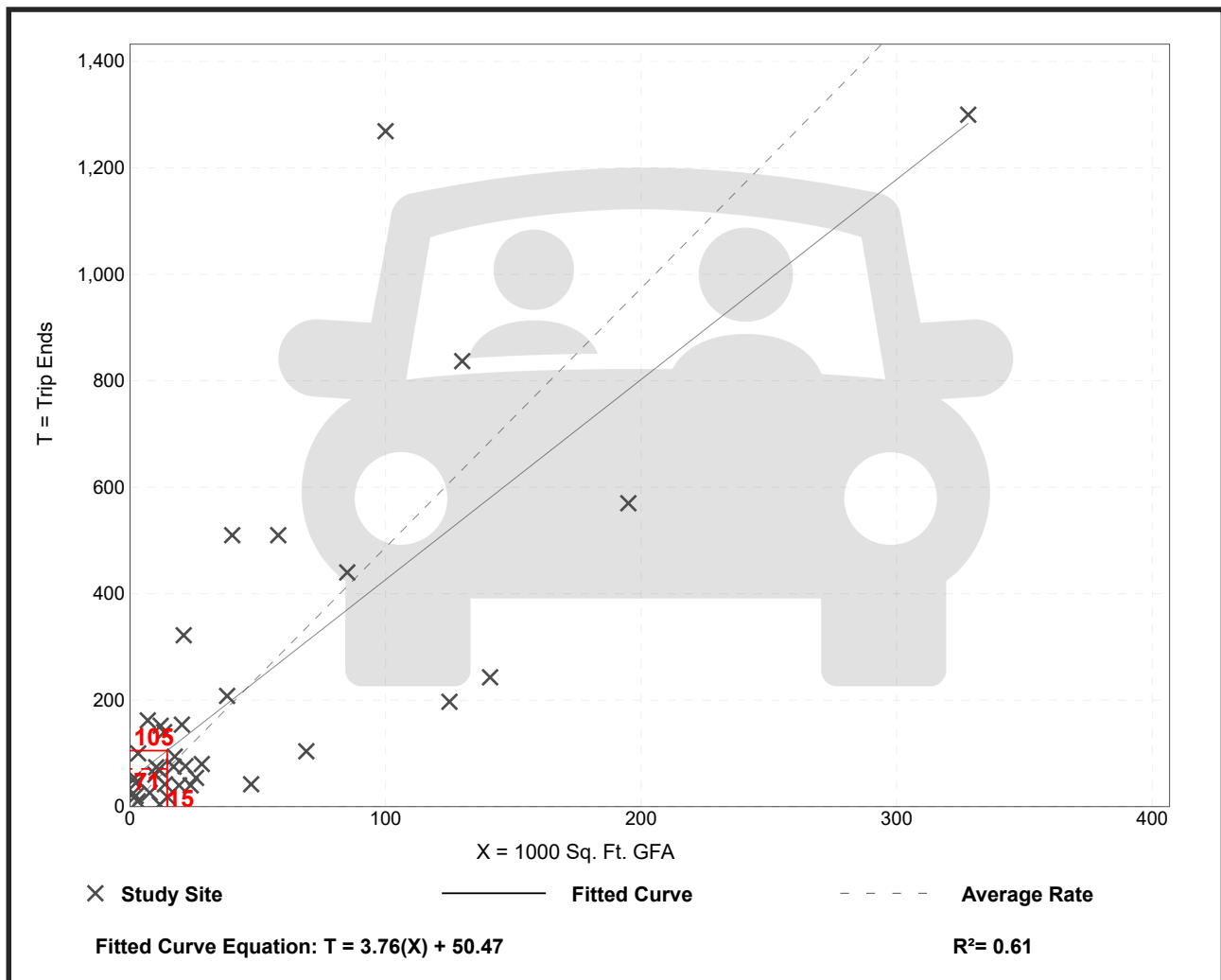
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 45
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.87	0.34 - 43.86	4.08

Data Plot and Equation



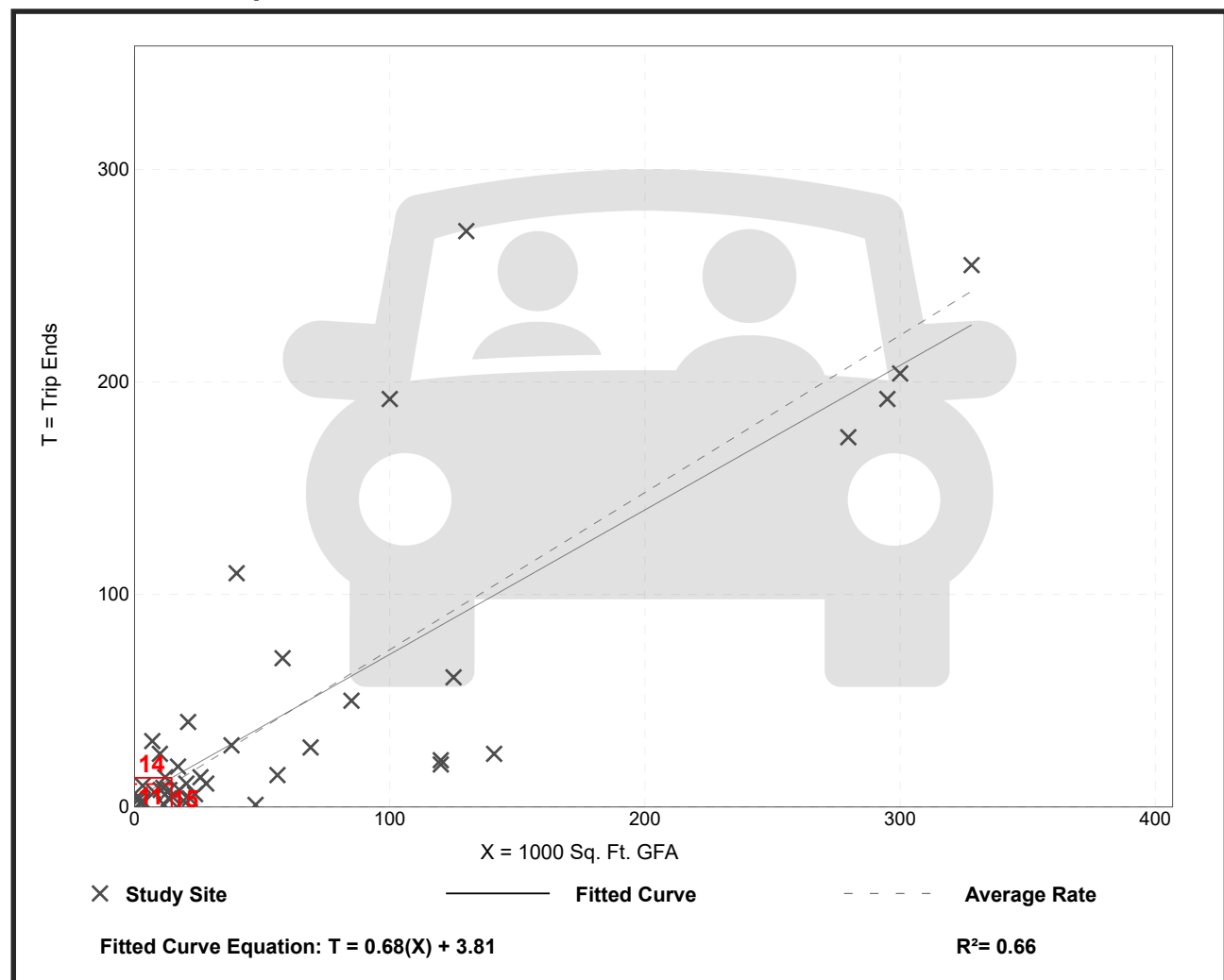
General Light Industrial (110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 41
 Avg. 1000 Sq. Ft. GFA: 65
 Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.74	0.02 - 4.46	0.61

Data Plot and Equation



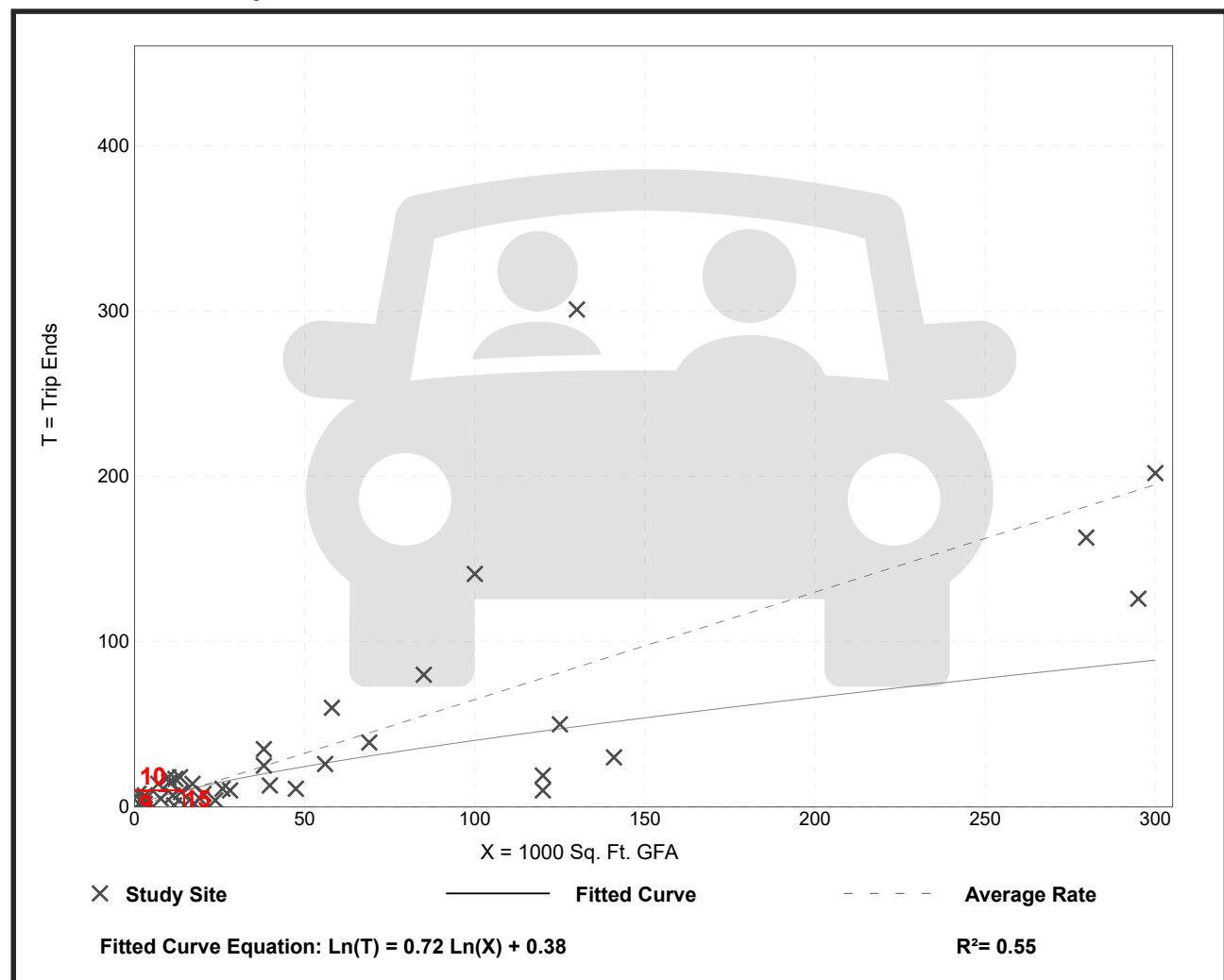
General Light Industrial (110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 40
 Avg. 1000 Sq. Ft. GFA: 58
 Directional Distribution: 14% entering, 86% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.65	0.07 - 7.02	0.56

Data Plot and Equation



Mini-Warehouse (151)

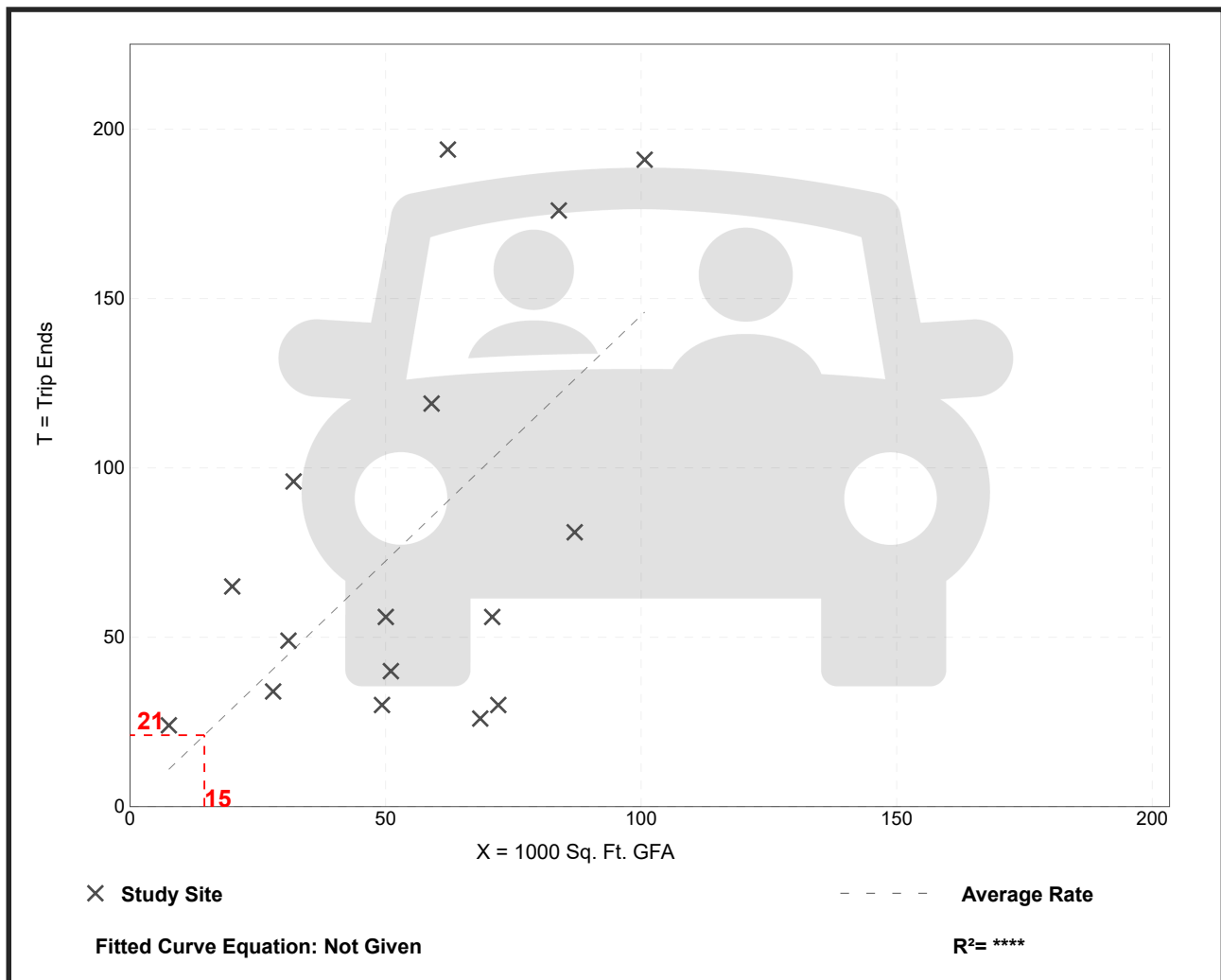
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 16
Avg. 1000 Sq. Ft. GFA: 55
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.45	0.38 - 3.25	0.92

Data Plot and Equation



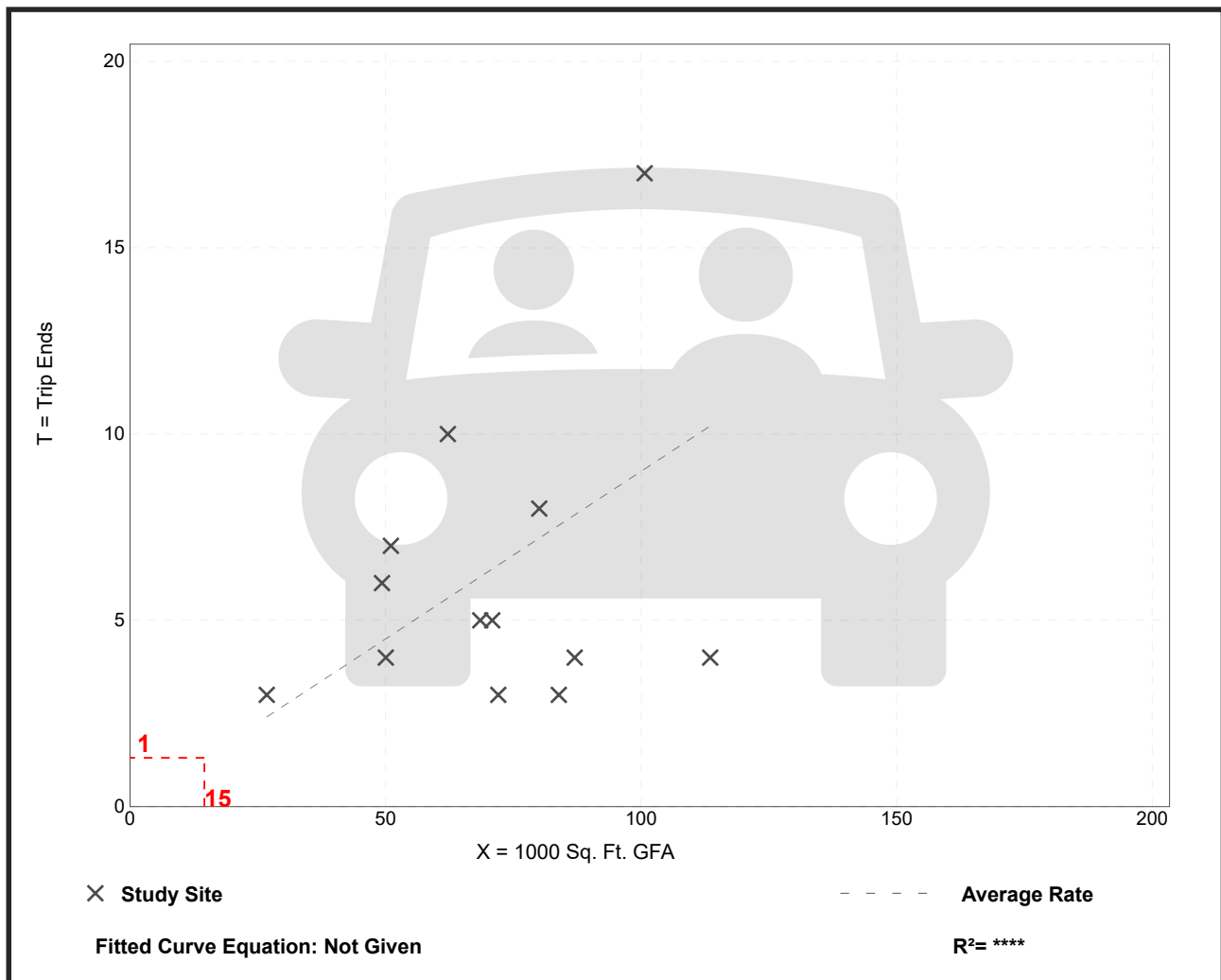
Mini-Warehouse (151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 13
 Avg. 1000 Sq. Ft. GFA: 70
 Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.09	0.04 - 0.17	0.05

Data Plot and Equation



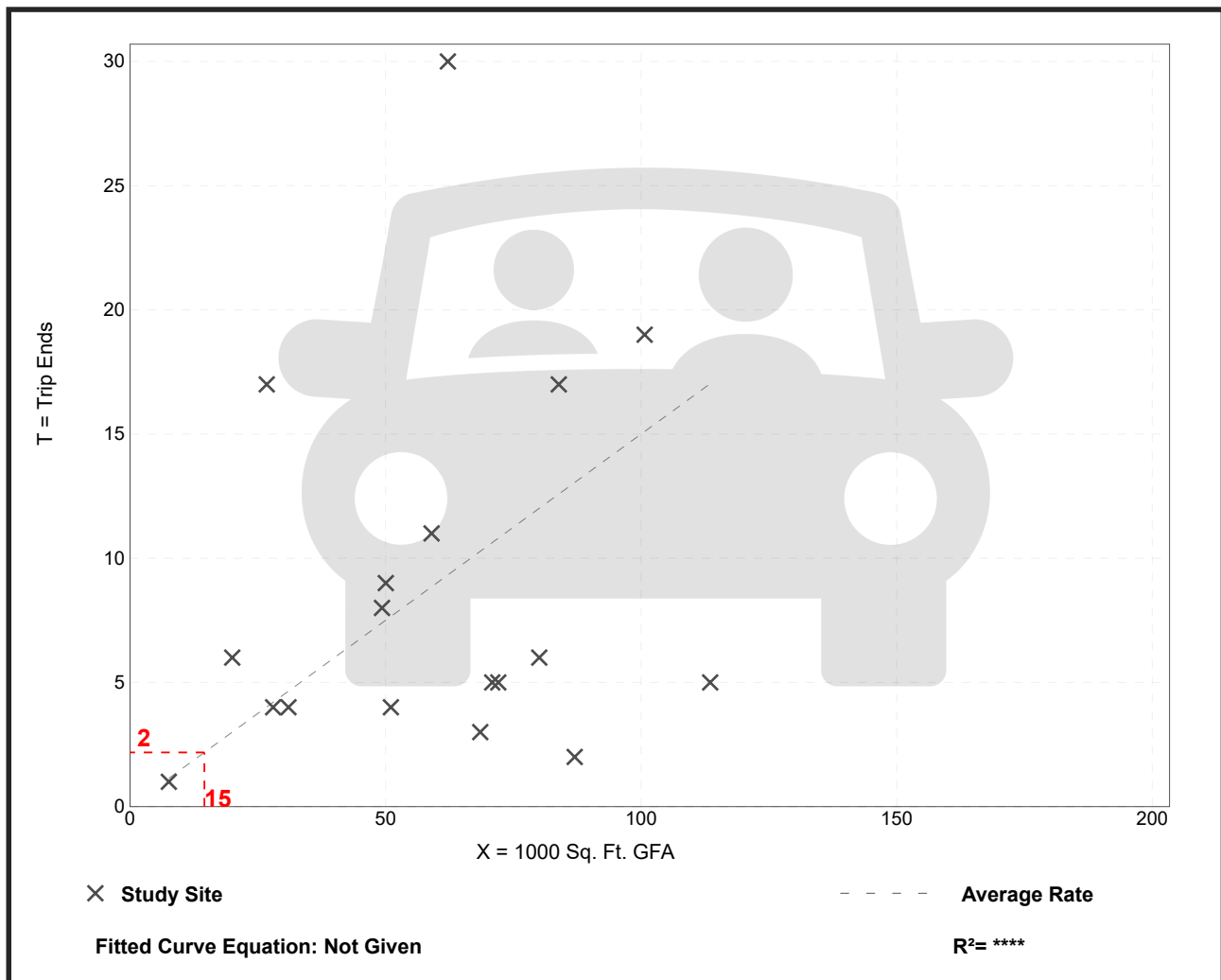
Mini-Warehouse (151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 18
 Avg. 1000 Sq. Ft. GFA: 59
 Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.15	0.02 - 0.64	0.14

Data Plot and Equation



Small Office Building (712)

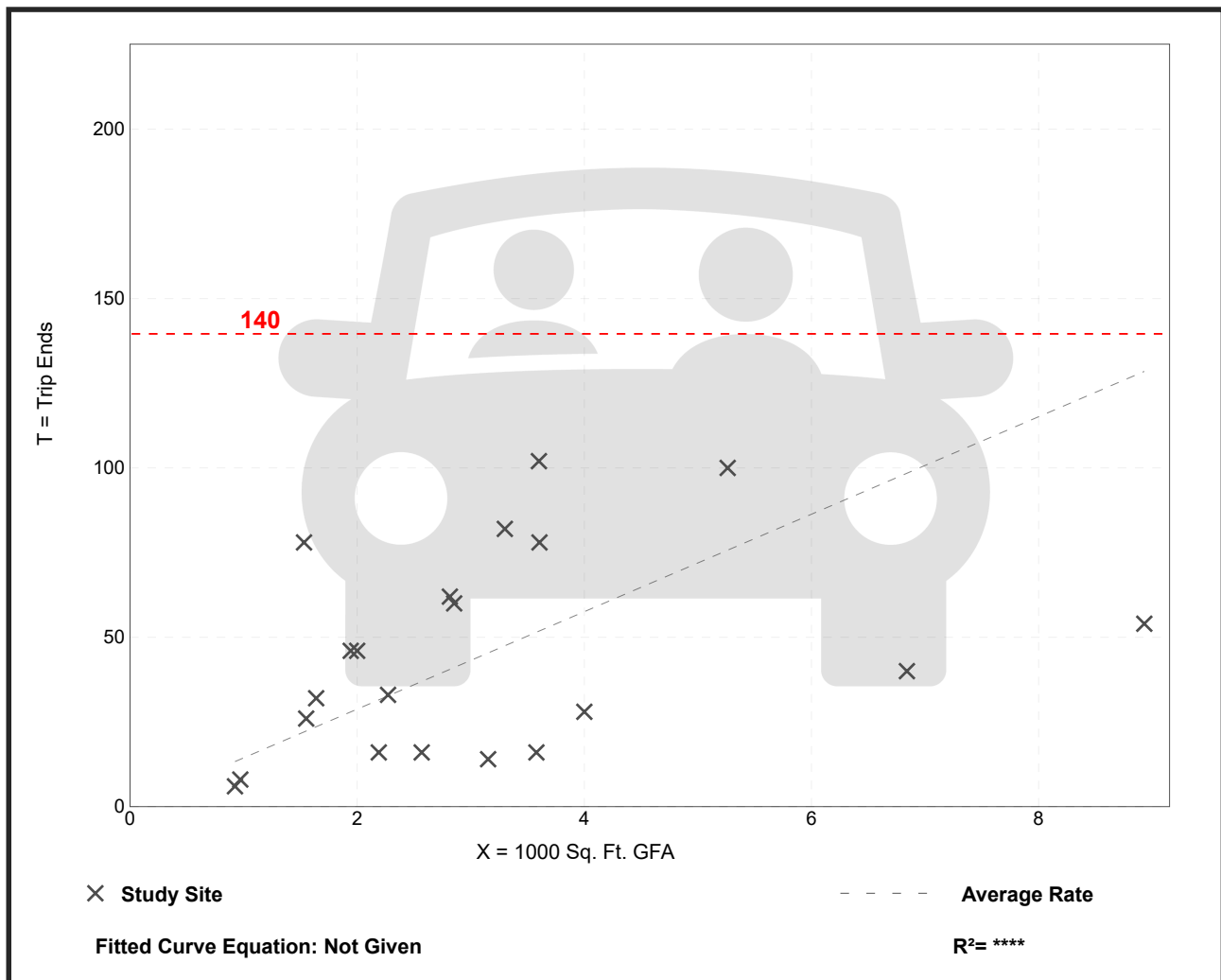
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 21
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
14.39	4.44 - 50.91	10.16

Data Plot and Equation



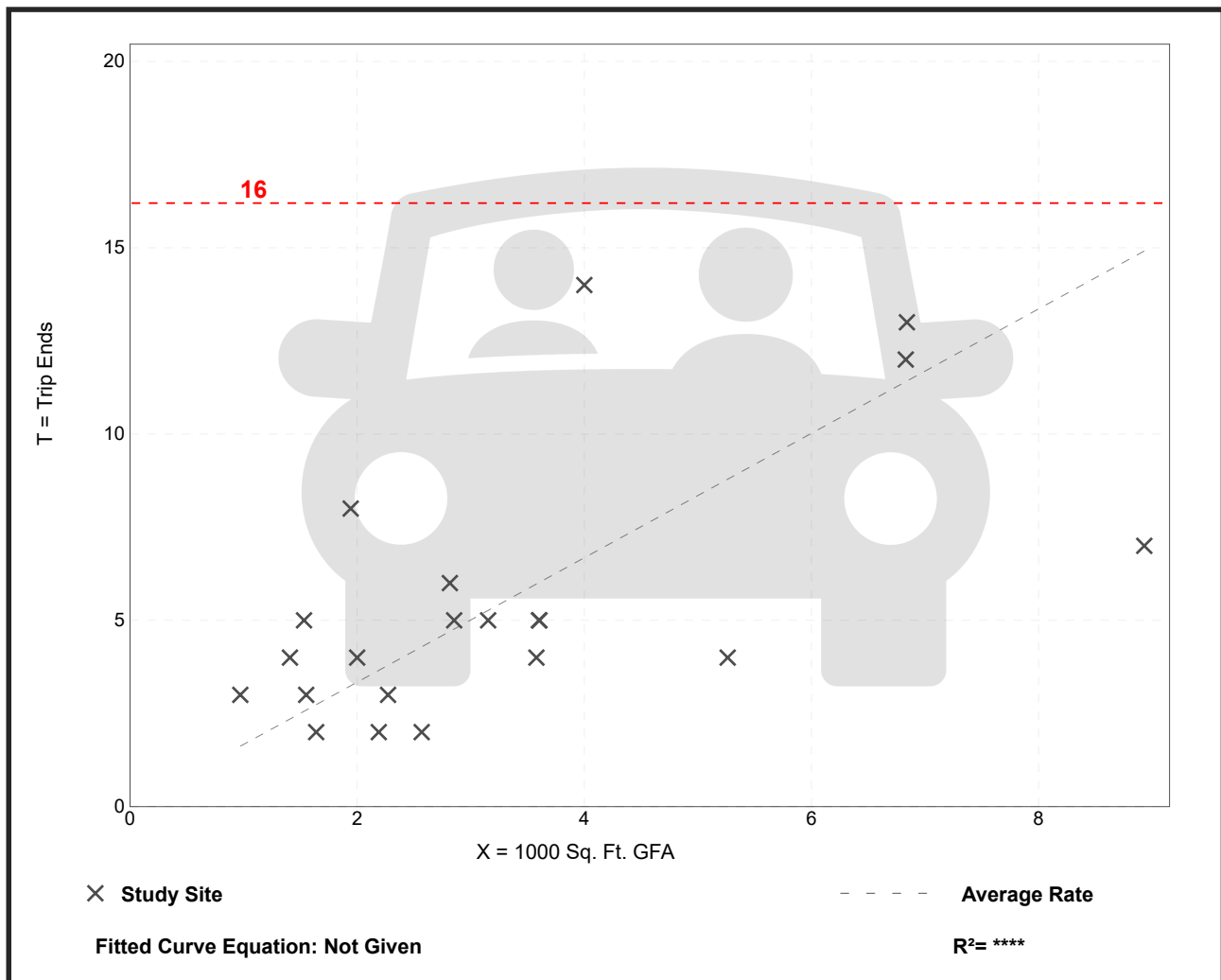
Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 21
 Avg. 1000 Sq. Ft. GFA: 3
 Directional Distribution: 82% entering, 18% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.67	0.76 - 4.12	0.88

Data Plot and Equation



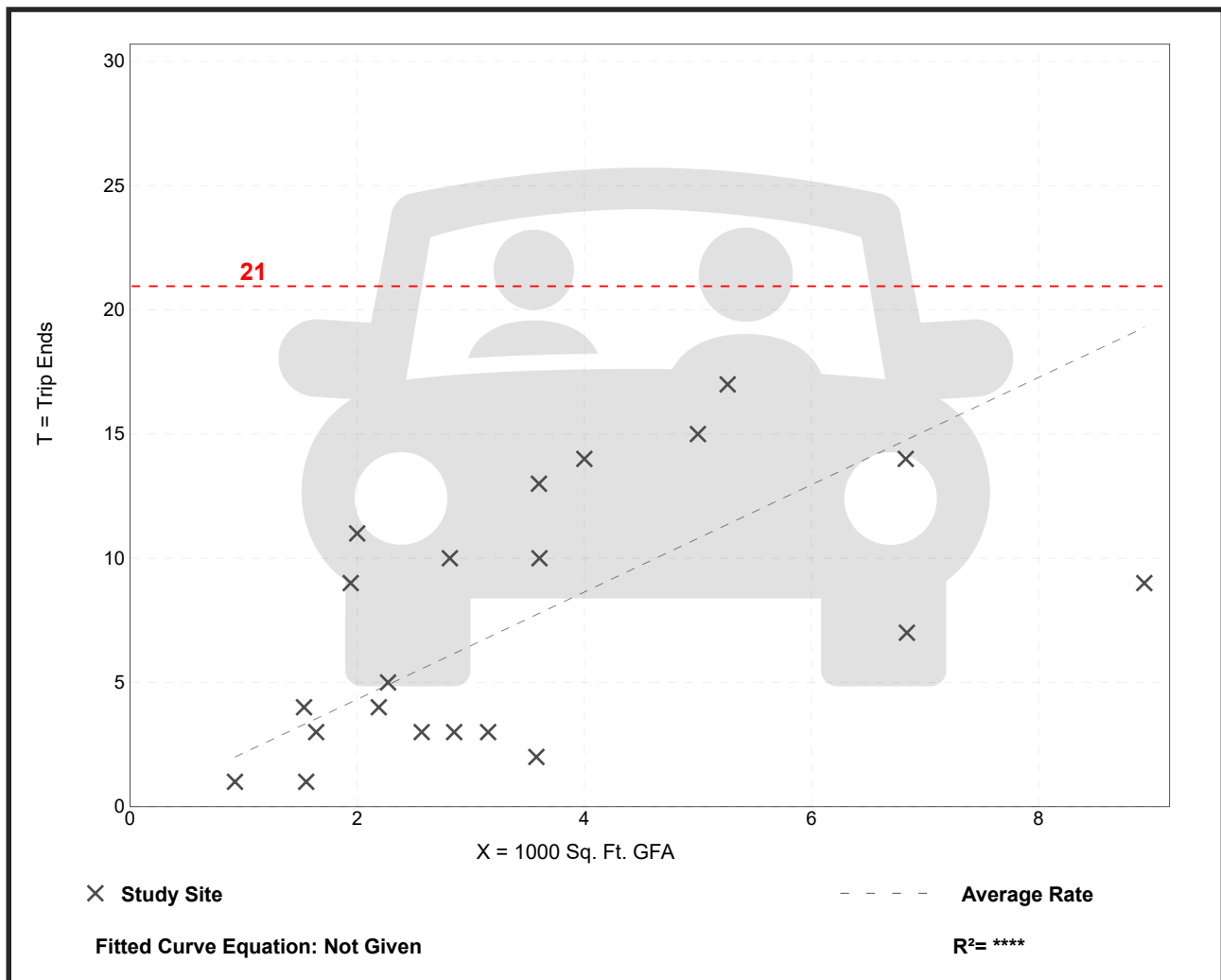
Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 21
 Avg. 1000 Sq. Ft. GFA: 3
 Directional Distribution: 34% entering, 66% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.16	0.56 - 5.50	1.26

Data Plot and Equation



Hardware/Paint Store (816)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

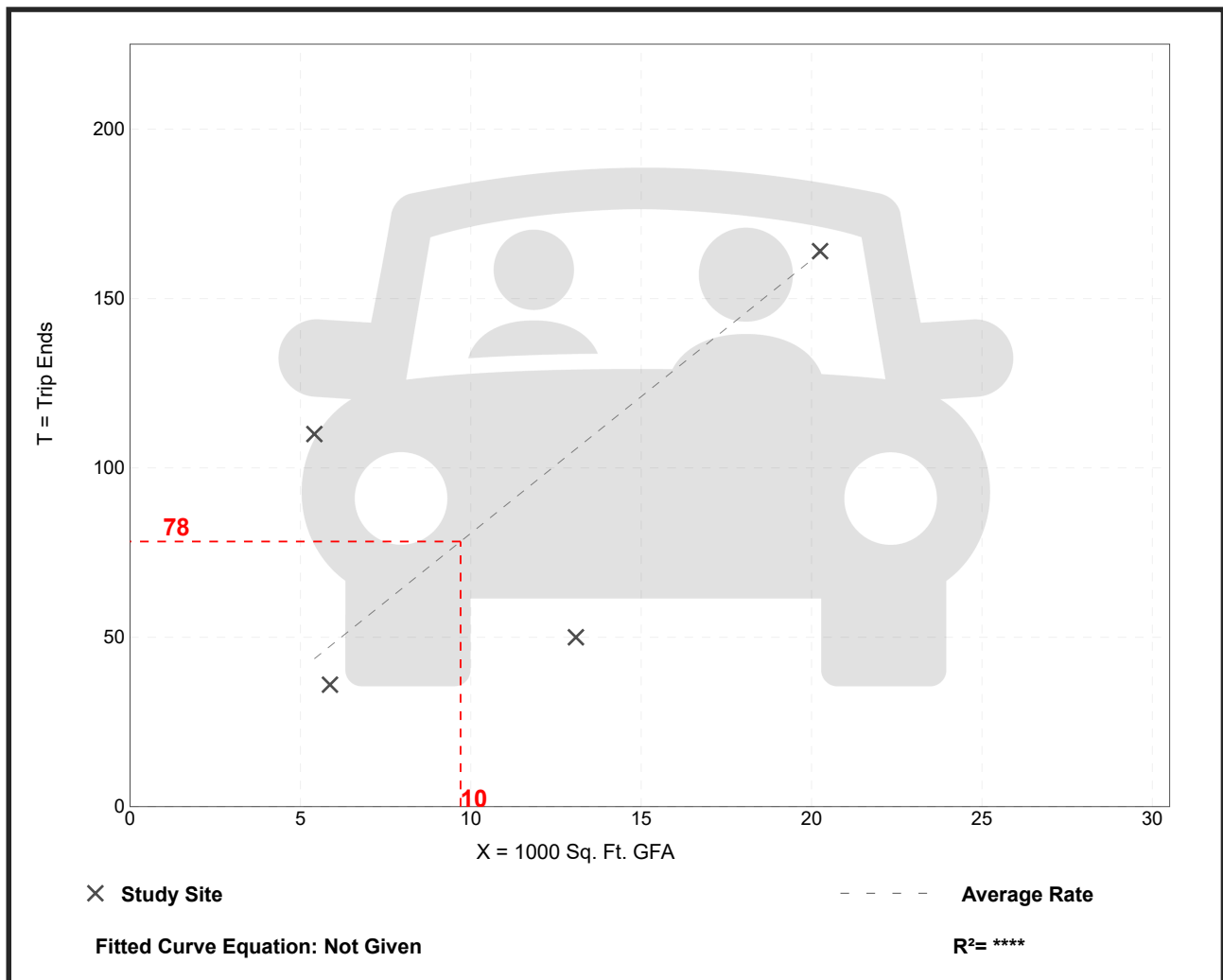
Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GFA: 11
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
8.07	3.82 - 20.33	5.66

Data Plot and Equation

Caution – Small Sample Size



Hardware/Paint Store (816)

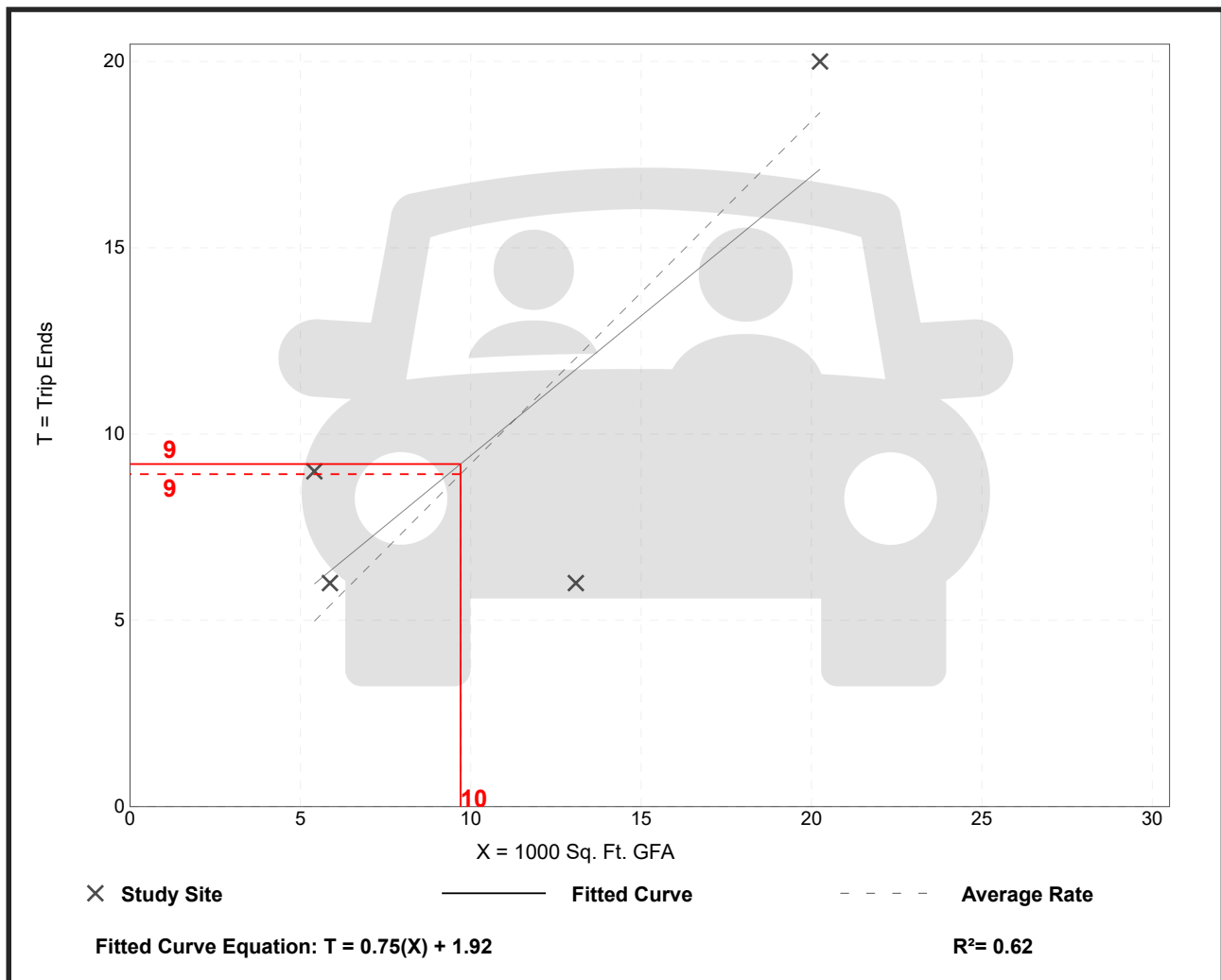
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 4
 Avg. 1000 Sq. Ft. GFA: 11
 Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.92	0.46 - 1.66	0.42

Data Plot and Equation

Caution – Small Sample Size



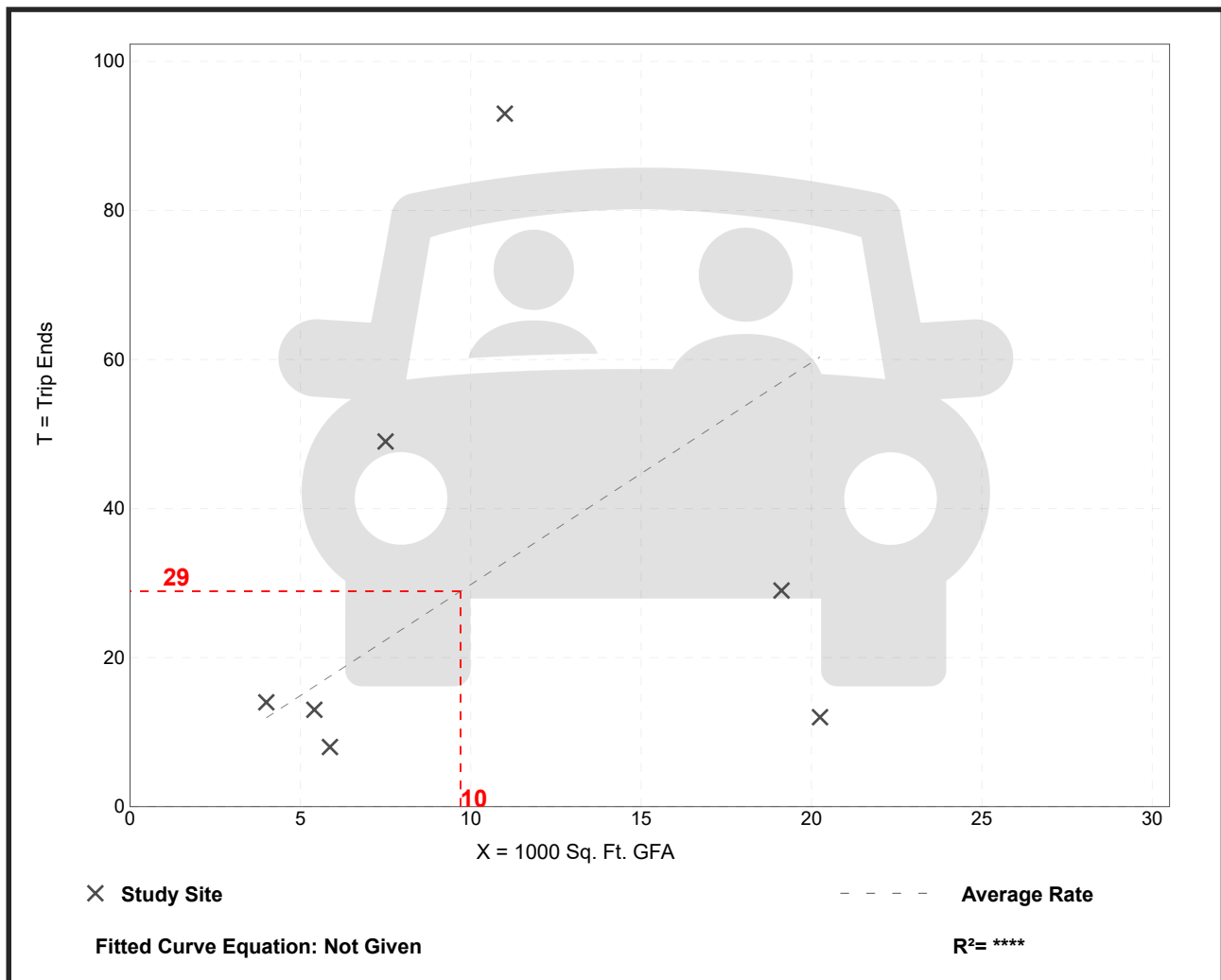
Hardware/Paint Store (816)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 7
 Avg. 1000 Sq. Ft. GFA: 10
 Directional Distribution: 46% entering, 54% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.98	0.59 - 8.45	3.09

Data Plot and Equation



Vehicle Pass-By Rates by Land Use									
Source: ITE <i>Trip Generation Manual</i> , 11th Edition									
Land Use Code	816								
Land Use	Hardware/Paint Store								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	2								
Average Pass-By Rate	26%								
	Pass-By Characteristics for Individual Sites								
	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	
GFA (000)					Primary (%)	Diverted (%)	Total (%)		Source
7.5	Oregon	1999	33	21	46	33	79	—	8
11	Oregon	1999	64	30	44	26	70	—	8

Internal Capture PM Peak Hour

Source: **ITE's Trip Generation Handbook 3rd Edition, 2017**

Project: **Bloxam Avenue**

Land Use A - Office ITE Codes: 110,151,712			
	Total	Internal	External
Enter	23	1	22
Exit	5	1	4
Total	28	2	26
%	100%	7%	93%

Table 6.1:

IC% =	28%
Demand =	1

Controlling =

1

Table 6.2:

Demand =	2
IC% =	32%

Table 6.2:

4%	= IC%
1	= Demand

1 = Controlling

Table 6.1:

1	= Demand
29%	= IC%

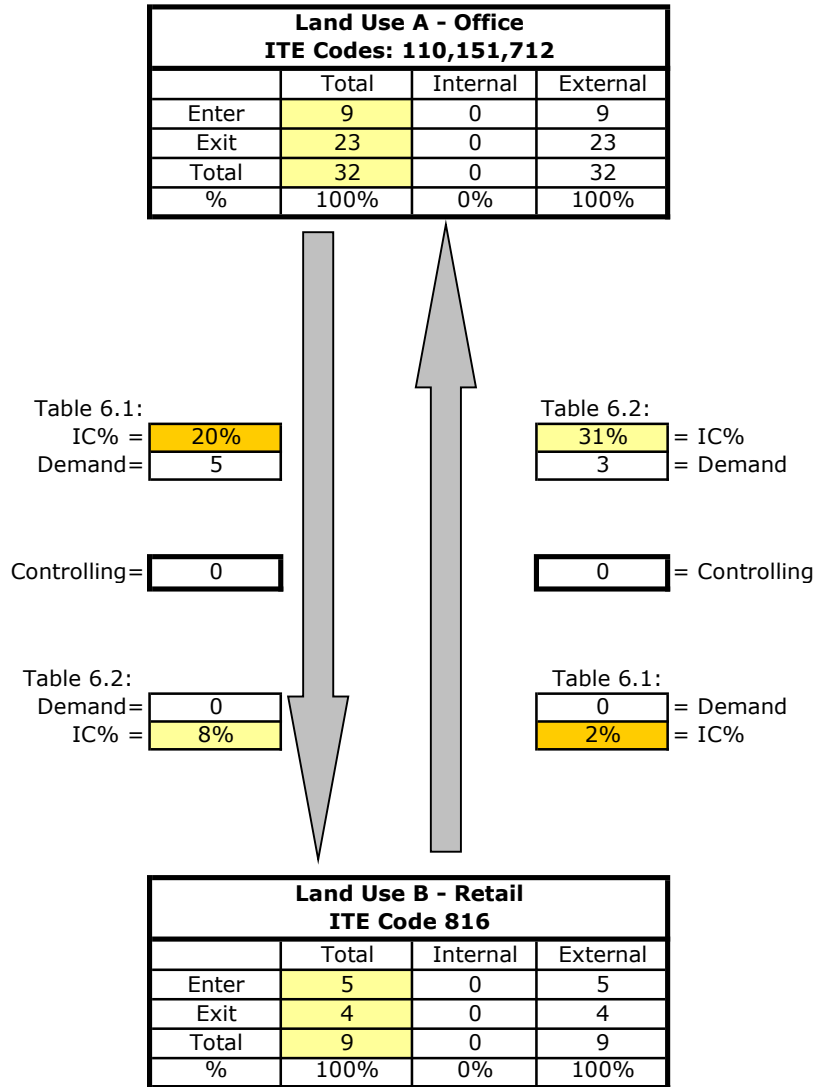
Land Use B - Retail ITE Code 816			
	Total	Internal	External
Enter	5	1	4
Exit	4	1	3
Total	9	2	7
%	100%	22%	78%

Total Internal Capture					
	Land Use A	Land Use B	Total		
Entries from Outside	22	4	26		
Exits to Outside	4	3	7		
Total External Trips Generated	26	7	33		
Total Trips (E+I)	28	9	37	I.C. Rate =	10.8%

Internal Capture PM Peak Hour

Source: **ITE's Trip Generation Handbook 3rd Edition, 2017**

Project: **Bloxam Avenue**



Total Internal Capture					
	Land Use A	Land Use B	Total		
Entries from Outside	9	5	14		
Exits to Outside	23	4	27		
Total External Trips Generated	32	9	41		
Total Trips (E+I)	32	9	41	I.C. Rate =	0.0%

ATTACHMENT D
Lake County 2023 CMP Database

[illegible]

Project Narrative

Bloxam Avenue Office Flex Space

The proposed project is located on Bloxam Avenue (Section 24, Township 22, Range 25 (Alt. Key: 1109957) Parcel number 0150-00K-00200) between Bloxam Avenue and U.S. Highway 27; approximately 0.26 miles north of East Montrose Street and approximately 0.07 miles north of Pitt Street.

The proposed Office Flex Space is located within the City of Clermont.

FLU

Existing: Commercial
Proposed: Commercial

Zoning

Existing: R-3-A (Residential / Profession District)
Proposed: PUD

This project will conceptually consist of 5 Office Flex Space Buildings with varying dimensions based on final layout and demands:

- Building 1 = 3,000 sf
 - Building 2 = 6,000 sf
 - Building 3 = 7,500 sf
 - Building 4 = 14,000 sf
 - Building 5 = 18,000 sf
- 48,500 sf (Total Proposed Buildings)

The project will consist of on-site parking, stormwater pond, and associated utilities. Access to the property will be provided along U.S. Highway 27 and an emergency fire access is proposed to Bloxam Avenue. An internal cross access easement is proposed to allow future access to the parcel to the north.

Waiver Requests will consist of:

Retaining Wall Height:

“Fences and walls in business, commercial and industrial districts shall be no higher than 6 feet.” (Section 125-521)

East Boundary

Due to the existing topography within the U.S. Highway 27 right-of-way; a 14 foot retaining wall height is needed to maintain the existing swale and drainage pattern between the project site and US Highway 27.

Prohibited Uses

As part of this project the following uses will be prohibited

1. Tattoo or piercing parlors
2. Pawn shops
3. Smoke or vape shops
4. Used car sales or car lots
5. Junk yards or salvage yards
6. Heavy manufacturing
7. Outdoor storage as a primary use
8. Recycling centers (especially scrap metal)
9. Truck stops or fueling stations
10. Cannabis dispensaries
11. Animal processing or slaughterhouses
12. Temporary uses like carnivals or flea markets

Alternative Permitted Uses

1. Professional offices, doctors' offices, banks, loan companies, insurance and real estate offices and similar businesses.
2. Retail businesses. Any retail business or service, including the sale of goods and services for resale, as long as it is incidental to and in conjunction with a retail business.
3. Personal service establishments, such as, but not limited to, beauty shops or barbershops, tailor or dressmaking shops, shoe repair, music, dancing and photographic studios and dry cleaning establishments. Permanent makeup service may be allowed as an accessory use; with a business tax receipt and with medical supervision, within an existing salon, beauty shop, barbershop, medical office, or similar use. Such service shall be limited to the face area and would consist of cosmetic permanent makeup for eyeliner, eyebrow and mouth/lip liner definition.
4. Professional offices, doctors' offices, banks, loan companies, insurance and real estate offices, and similar businesses.
5. Recreation facilities, theaters, including drive-ins, bowling alleys, skating rinks, billiard halls, miniature golf courses, driving ranges and tourist attractions.
6. Restaurants and lounges.
7. Buildings, structures or uses maintained or operated by the city
8. Lodges and clubs.
9. Laundries.
10. Hotels and motels.
11. Convenience stores and gas stations.
12. Shopping centers. Any group of businesses with shared parking or in which the total land area of the development is less than ten acres.
13. Nursery schools, kindergartens or childcare centers; provided the outdoor play area is enclosed by a fence at least four feet high and all state requirements are met.



CITY OF CLERMONT
REZONING
APPLICATION



DATE May 2, 2025		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary		
Project Name (if applicable) Bloxam Warehouse Office				
Applicant Bloxam HH LLC				
Contact Person Tom Harb				
Address 3700 34th St Ste 300		City Orlando	State Florida	Zip 32805
Telephone (407) 276 - 2618		Fax		
Email patrick.harb@harbco.com				
OWNER INFORMATION				
Owner's Name Bloxam HH LLC				
Owner Address 3700 34th St Ste 300		City Orlando	State Florida	Zip 32805
Telephone (407) 276 - 2618		Email patrick.harb@harbco.com		
PROPERTY INFORMATION				
Address of Subject Property Bloxam Avenue		City Clermont	State Florida	Zip 34711
Legal Description (include copy of survey) LOT 3, AND THE SOUTH 110 FEET OF LOT 2, BLOCK K, CLERMONT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS ALL THAT PART THEREOF DEEDED TO THE STATE OF FLORIDA FOR THE RIGHT-OF-WAY FOR HIGHWAY				
Acreage 5.65		Land Use (City verification required) Commercial		
Present Zoning (City verification required) R-3-A		Proposed Zoning PUD		



CITY OF CLERMONT REZONING APPLICATION

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

Use that is not consistent with current zoning and not possible through a conditional use.

Check box to indicate additional materials are provided via attachment. ☐

Tom Harb

Applicant Name (print)

x 
Applicant Name (signature)

Tom Harb

Owner Name (print)

x 
Owner Name (signature)

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

5/22/2020

LEGAL NOTICE

On Tuesday, August 26, 2025 at 3:00 PM, the Clermont City Council will consider the enactment of the following proposed ordinance at a public hearing.

ORDINANCE NO. 2025-028

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

LOCATION

Vacant Parcel on Bloxam Avenue
North of Pitt Street, East of Bloxam Avenue
And West of US Hwy 27
(Alternate Key 1109957)
5.65 +/- Acres



LEGAL DESCRIPTION

LOT 3, AND THE SOUTH 110 FEET OF LOT 2, BLOCK K, CLERMONT, ACCORDINGLY TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS ALL THAT PART THEREOF DEEDED TO THE STATE OF FLORIDA FOR RIGHT-OF-WAY FOR HIGHWAY.

PROPERTY REZONING

From: Residential/Professional R-3-A
To: Planned Unit Development PUD with Office/Flex Uses

All public meetings are held in the Clermont City Hall, Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

This ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 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
August 11, 2025



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 12, 2025		
Agenda Item Name		
Ordinance No. 2025-030 <i>Intro</i> <i>Watercraft Energy Source Freedom Act</i>		
Requested Action		
Staff Report		
The Florida Watercraft Energy Source Freedom Act was signed into law during the last legislative session and prohibits local governments from restricting the use of watercraft based on the energy source used to power them. Multiple provisions of Chapter 40, Article III of the City Code prohibit gasoline-powered boats. These provisions are now pre-empted by the state prohibition on such laws. This ordinance would remove them from the City Code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ord. 2025-030 Watercraft Energy Source Freedom Act (07.17.2025)	Ord. 2025-030 Watercraft Energy Source Freedom Act (07.17.2025).pdf
2.	Legal Ad	Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2025-030

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, REPEALING CHAPTER 40, ARTICLE III OF THE CITY CODE, AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, on May 19, 2025, Senate Bill 1388 (the “Watercraft Energy Source Freedom Act”) was signed by the Governor, creating section 327.75, Florida Statutes, effective July 1, 2025; and

WHEREAS, Section 327.75, Florida Statutes, was created with the intention that state agencies, municipalities, governmental entities, or counties are prohibited from restricting the use or sale of watercraft based on the energy source used to power the watercraft, including an energy source used for propulsion or for powering other functions of the watercraft; and

WHEREAS, Chapter 40, Article III, Sections 40-50, 40-51, and 40-52 of the City Code currently prohibit the use of all gasoline-powered motors on boats and similar craft on the landlocked bodies of water within the city and impose fines for violations of this article; and

WHEREAS, the Chapter 40, Article III of the city code is now repealed and reserved for future use in order to comply with Florida Law.

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2: REPEALING SECTION 40-50

Chapter 40, “Waterways,” Article III, “Boat Restrictions,” Sec 40-50 “Penalty for violation of article,” is hereby repealed and Sec 40-50 is reserved for future use:

~~Sec. 40-50. —Penalty for violation of article.~~

~~Any person violating this article shall be subject to a fine not to exceed \$500.00.~~

SECTION 3: REPEALING SECTION 40-51

Chapter 40, “Waterways,” Article III, “Boat Restrictions,” Sec 40-51 “Determinations by council,” is hereby amended to read as follows:

- ~~(a) The city council has determined that the best interests of the public would be served by prohibiting the use of all gasoline-powered motors on boats and like craft on the landlocked bodies of water within the city.~~



CITY OF CLERMONT
ORDINANCE NO. 2025-030

- ~~(b) The city council has determined that such regulations would promote the general health, safety and welfare of the community.~~

SECTION 4: REPEALING SECTION 40-52

Chapter 40, “Waterways,” Article III, “Boat Restrictions”, Sec 40-52 “Gasoline-powered motors; prohibited use or operation,” is hereby repealed and Sec 40-52 is reserved for future use:

Sec. 40-52. Gasoline-powered motors; prohibited use or operation.

- ~~(a) The use of any and all gasoline-powered motors on boats or other like craft on any landlocked body of water or lake within the city shall be prohibited.~~
- ~~(b) It shall be unlawful for any person to operate a gasoline-powered motor on boats or other like craft on any landlocked body of water or lake within the city.~~

SECTION 5: CONFLICT

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

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 Section 2 to 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 7 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.



CITY OF CLERMONT
ORDINANCE NO. 2025-030

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. 2025-030

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of August, 2025.

CITY OF CLERMONT, FLORIDA

Tim Murry, Mayor

ATTEST

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY

Christian W. Waugh, City Attorney

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	2025-030

Date:	07/28/2025
Order Number:	11529337
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	52.0000
Height in Inches:	4.3100

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	08/12/2025 - 08/12/2025	Govt Public Notices
LEE dailycommercial.com	1	08/12/2025 - 08/12/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$84.16
Tax Amount	\$0.00
Service Fee 3.99%	\$3.36
Cash/Check/ACH Discount	-\$3.36
Payment Amount by Cash/Check/ACH	\$84.16
Payment Amount by Credit Card	\$87.52

Order Confirmation Amount

\$84.16

Ad Preview

LEGAL NOTICE

On Tuesday, August 26, 2025 at 3:00 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the City Code, Chapter 40, Article III.

ORDINANCE NO. 2025-030

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, REPEALING CHAPTER 40, ARTICLE III OF THE CITY CODE, AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This amendment is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
August 12, 2025
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