



**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY CENTER
MEETING AGENDA
6:30 PM, Tuesday, July 28, 2020**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the minutes from the July 14, 2020 City Council Meeting.

Item No. 2 - Right of Way Dedication

Consider dedication of city owned property as required by Lake County to become additional right-of-way on Hancock Road.

Item No. 3 - Professional Civil Engineer Services Agreement

Consider proposal for Civil Engineer Professional Services with Tetra Tech for the Sunburst Lane Water Treatment Plant, and Potable Water Storage Tank in the budgeted amount of \$384,591.

Item No. 4 - Piggyback Contract

Consider request to piggyback the Osceola County contract with Folsom Services, Inc to provide preventative maintenance and repairs of HVAC, low/high voltage equipment and controls in the estimated budgeted amount of \$100,000.

Item No. 5 - Piggyback Contract

Consider piggyback of the Orange County contract with Hydra Service, Inc., to provide the purchase and repairs of submersible pumps and parts in the estimated budgeted amount of \$50,000.

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UNFINISHED BUSINESS

- | | |
|--|---|
| Item No. 6 - Resolution No. 2020-29R
<i>Woodhouse Spa</i> | Consider a Conditional Use Permit to allow for a structure to be more than 3,000 square feet in the Central Business District for property located at the southeast corner of West Ave. and Osceola Street. |
| Item No. 7 - Variance Request
<i>Woodhouse Spa</i> | Consider two variance requests for a redevelopment project in the CBD for property located at the southeast corner of Osceola Street and West Ave. |
| Item No. 8 - Variance Request
<i>Mirror Lake Subdivision</i> | Consider request to allow for six variances to the Land Development Code for vacant property located on Old Highway 50, and west of the Greater Hills Subdivision. |
| Item No. 9 - Ordinance No. 2020-24 Final
<i>Governor's Lake</i> | Consider amending a Planned Unit Development for property located at the southeast corner of US Highway 27 and Citrus Tower Blvd. |
| Item No. 10 - Ordinance No. 2020-28 Final
<i>School Concurrency Amendment</i> | Consider amending Clermont Code of Ordinances, Chapter 90 Concurrency Management, Section 90-31 School Concurrency. |

NEW BUSINESS

- | | |
|---|--|
| Item No. 11 - Resolution No. 2020-21R
<i>South Lake Hospital Bed Expansion</i>
<i>Table to August 25, 2020</i> | Consider Conditional Use Permit of South Lake Hospital request for a new inpatient tower with up to 110 beds and rerouting of the main entrance to Legend's Way at their South Lake Health Campus. |
| Item No. 12 - Resolution No. 2020-30R
<i>Artwalk Eatery</i>
<i>Table to August 25, 2020</i> | Consider a Conditional Use Permit to allow an outdoor eatery business in the Central Business District adjacent to the Artwalk project. |

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Item No. 13 - Resolution No. 2020-33R
Clermont Oncology

Consider a Conditional Use Permit amendment to re-designate the uses on Parcel I in the Lost Lake Reserve Development to allow office use located on the Northwest corner of Steve's Road and Citrus Tower Blvd.

Item No. 14 - Variance Request
Clermont Yacht Club

Consider variance request to allow elimination of required maintenance for landscaping and vegetation instead of code requirements for vacant property located adjacent to Grand Highway.

Item No. 15 - Fiscal Year 2021 Proposed Ad Valorem Millage Rate

Consider Fiscal Year 2021 Proposed Ad Valorem Millage Rate of 4.2061

Item No. 16 - Ordinance No. 2020-05-Introduction
CarMax

Consider rezoning from Lake County Planned Unit Development (PUD) to Clermont Planned Unit Development (PUD) for vacant property located east of CR 455 and north of S.R. 50.

ADJOURN

Public Notice

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

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

This meeting may be broadcast live on the City's YouTube Channel accessible at the following URL:
<http://www.youtube.com/cityofclermontgovernment/live>

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

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

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
JULY 14, 2020

The City Council met in a regular meeting on Tuesday, July 14, 2020 in the Clermont City Center. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Brishke, Travis, Bates, and Purvis. Other City officials present were Assistant City Manager Dauderis, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was said followed by a Moment of Silence.

Mayor Ash gave a Covid-19 update and the city's response. She informed the public that City Hall is open to a limited capacity and City meetings are continuing to be held at the Clermont City Center. She stated that the meeting tonight was being live streamed on the City's YouTube. There are approximately 700 cases in the Clermont area. She stated that in regards to a facemask mandate, the City of Clermont would follow the lead of Lake County. However, the City is continuing to promote the use of facemasks on a voluntary basis.

Assistant City Manager Dauderis provided an update on changes to the agenda. She asked that Agenda Item No. 8 be tabled to July 28; the council tabled the item.

Assistant City Manager Dauderis asked that Agenda Items No. 10 and 11 be tabled until the meeting on August 25, 2020; after City Clerk Howe read the legal titles into the record, the items were tabled until August 25.

Assistant City Manager Dauderis also asked that Agenda Items No. 13 and 14 be tabled until the meeting on July 28, 2020; after City Clerk Howe read the resolution legal title into the record, the items were tabled until July 28.

PUBLIC COMMENTS

Mike Long. Southern Style BBQ – Seeking a special use permit for a food trailer due to Covid-19 decreasing sales. City Attorney Mantzaris suggested that Mr. Long get with Development Services staff to fill out the proper paperwork.

Sue Cordova. 2768 Kingston Ridge Drive – Inquired about the order of meetings. Affirmed her belief that items had to go to the Planning & Zoning Board before coming to City Council for introduction and adoption. City Attorney Mantzaris responded the City Code does not define the process for the order of which meetings must go to before final hearing. He clarified that the process dictates that the Planning and Zoning Board must hear an item before final adoption, but it does not have to be before the first reading/introduction. Ms. Cordova asserted that the City adopted Robert's Rules of Order, which requires it go to the Planning and Zoning Board first. Attorney Mantzaris corrected Ms. Cordova and stated that Robert's Rules of Order does not require an application go to the Planning and Zoning Board before coming to Council for first reading.

Mayor Ash stated that there might be some confusion because the Council does not vote on an ordinance at first reading; they set the date for the public hearing.

Paula Hoisington. 564 E. Desoto Street – She spoke to Council last month on speed on Pitt Street and Desoto Street. They are continuing to have a problem with their mailbox getting knocked down by speeding traffic. She is concerned about the dangers of the situation. She also spoke about the areas around the Lincoln Park/Pine Crest neighborhood where she feels that streetscapes are not being maintained. She told the City Council that they need to pay attention to all areas of Clermont.

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Sami Yacjevdic. 4480 Powder Horn Place Drive – Wished to speak about Assisted Living Facility. Attorney Mantzaris informed the Council that it is inappropriate to hear the comment at this time. He informed Ms. Yachevidc that she would need to wait for the public hearing.

Kim Grogan. 1030 W. Lakeshore Drive – Thanked Council and staff for supporting their event on July 4.

REPORTS

CITY MANAGER REPORT

Assistant City Manager Dauderis reported the budget workshops will be July 21 and 22 at 6:30pm at the Clermont City Center.

CITY ATTORNEY REPORT - No report.

CITY COUNCIL REPORT

Council Member Bates – No report.

Council Member Purvis –

- Speeding in the City has become visible in the middle of the day. He asked the Mayor to discuss with the City Manager on ways to implement an immediate speed measure in the City to reduce speeding.

Council Member Brishke – No report.

Council Member Travis –

- Attended meeting for the Tourism Development Council (TDC). Informed the Council that hotels are up to 37% occupancy that is an improvement.
- The TDC is not providing any capital assets right now since funding is down.
- TDC marketing is up 250%.

Mayor Ash - No report.

CONSENT AGENDA

Mayor Ash advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 – Minutes Approval

Consider minutes of June 16, 2020 City Council Workshop and June 23, 2020 City Council Meeting

Item No. 2 – Surplus Request

Consider declaring end of life inventory as surplus from Environmental Services, Building Services, Information Technology and the Police Department and dispose of in accordance with the Purchasing Policy.

Item No. 3 – Piggy Back Contract

Consider City of Port Orange contract piggyback with Danus Utilities, Inc. to provide rehabilitation of sanitary sewer manholes in the anticipated budgeted contract value of \$100,000.

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Item No. 4 – Bid Award

Consider award to Northeast II, Inc. d/b/a TC Delivers to provide utility bill mailing and printing services in the estimated annual budget amount of \$140,000.

Item No. 5 – Professional Consultant Service Agreement Amendment

Consider first amendment of agreement with Kinz Consulting, LLC in the budgeted amount of \$45,000.

Item No. 6 – Interlocal Agreement

Consider agreement with Lake County for Traffic Sign Maintenance and Emergency Repairs for regulatory sign maintenance in the estimated annual budgeted amount of \$24,000.

Item No. 7 – Resolution No. 2020-37R

Consider resolution amending the FY 2020 budget.

MOTION TO APPROVE the Consent Agenda of July 14, 2020 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 8 – Variance Request – *TABLE TO JULY 28 – Mirror Lake Subdivision*

This item was heard out of order and was considered during opening comments by the Mayor and Assistant City Manager immediately after the pledge of allegiance.

MOTION TO TABLE the hearing of the variance request for the Mirror Lake Subdivision until July 28, 2020 made by Council Member Bates. Seconded by Council Member Brishke. Passed unanimously with all members present voicing aye.

Item No. 9 – Ordinance No. 2020-15 – *FINAL – Elyksian Hotel*

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 SEVERABILITY, EFFECTIVE DATE, RECORDING, AND PUBLICATION.

City Clerk Howe read the legal title into the record.

Council Member Travis disclosed a financial interest conflict and stated that she would not be participating in the discussion or voting.

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City Planner John Kruse gave a brief presentation regarding the history of the project thus far and restating highlights of prior discussions. He stated that after the last meeting when the Council requested that the applicant decrease the height of the project, they submitted a new plan showing a 5ft decrease in the overall height of the building. This concluded the staff presentation.

Alex Stringfellow. 2735 Woodside Ave, Winter Park. – *Applicant Representative*. Mr. Stringfellow thanked the Council for prior discussion and heard that they believe a hotel is needed in the downtown. He stated they have the support of the business community. He highlighted changes that they made to the original concept. He stated that they removed an entire floor from the building, which required them to slightly widen the proposed site plan. This resulted in an overall reduction from 80ft to 75ft. The front of the building is 66ft in height.

Mayor Ash opened the floor for comments from the public.

Keith Mullins, 640 Drew Avenue, Clermont. - Local business owner downtown. Supports the hotel.

Wayne Wolf, 11606 Osprey Pointe Blvd., Clermont – Believes it will be good for business. Supports the project.

Kim Grogan, 1030 W. Lakeshore Drive, Clermont. - Supports the hotel.

Dani Page, Tuscany Ridge. - Expressed concern with the downtown parking situation, especially with a second hotel, soon to be proposed, for the downtown area.

Donald Tindle. 108 Nautica Mile Drive, Clermont - Supports the hotel.

Gary (Unknown). Lake Senior Games. - Supports the hotel.

Charlene Forth, 939 W. Desoto Street, Clermont. - Expressed concern with the height.

Joe Gustafson, 3699 Corsica Lane, Clermont. - Supports the hotel. Stated he supported the hotel in its original format, not the revised one before them this evening. He talked about reasons why the height restrictions were put in place and why they are obsolete today.

Cecelia Bonifay, Akerman Law Firm. – *Applicant Representative*. Encouraged support for the project. She stated that this is an exciting and dynamic project for the city and the applicant has made the changes necessary. Clarified that the applicant is moving forward with the revised application.

Seeing no further comments, Mayor Ash closed the public hearing.

Council Member Bates inquired about the parking.

Mr. Stringfellow stated that they have an agreement, which is permitted by code. They have a lease in place with the abutting funeral home with fifty (50) additional parking spaces, which is executed, and in place; they are adding an additional twenty-four (24) parking stalls downtown.

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Council Member Bates asked if there was a term on the lease. Mr. Stringfellow responded that the lease is not in perpetuity and can be cancelled, but there is no specific sunset.

Council Member Purvis agreed with the parking concerns. He is concerned that a hotel is a labor-intensive industry with staff, but staff parking is not provided for. He feels that the City may want to revisit the parking code and height restrictions in the central business district.

Council Member Brishke asked what the height of the front façade is. Mr. Stringfellow stated it is about 66ft. She stated she supports the project, but has concerns about parking.

MOTION TO APPROVE and adopt Ordinance No. 2020-15 as amended by the applicant made by Council Member Purvis. Seconded by Council Member Brishke. Passed on roll call vote 3-1-1 with Council Member Bates opposing and Council Member Travis abstaining.

Item No. 10 – Ordinance No. 2020-16 – FINAL – Hartwood Marsh Assisted Living Facility CPA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

This item was heard out of order and was considered during opening comments by the Mayor and Assistant City Manager immediately after the pledge of allegiance.

MOTION TO TABLE consideration of Ordinance No. 2020-16 until August 25, 2020 made by Council Member Bates. Seconded by Council Member Purvis. Passed unanimously with all members present voicing aye.

Item No. 11 – Ordinance No. 2020-17 – FINAL – Hartwood Marsh Assisted Living Facility Rezoning

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

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BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE,
RECORDING, AND PUBLICATION.

This item was heard out of order and was considered during opening comments by the Mayor and Assistant City Manager immediately after the pledge of allegiance.

MOTION TO TABLE consideration of Ordinance No. 2020-17 until August 25, 2020 made by Council Member Bates. Seconded by Council Member Brishke. Passed unanimously with all members present voicing aye.

Item No. 12 – Ordinance No. 2020-25 – FINAL – Medical Marijuana Dispensary

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RELATED TO MEDICAL MARIJUANA DISPENSARIES AND, AMENDING CHAPTER 18 “BUSINESSES”, ARTICLE III, “MEDICAL MARIJUANA DISPENSARIES AND CANNABIS FARMS”, SECTIONS 18-85, “PURPOSE AND DEFINITIONS”, 18-86 “MEDICAL MARIJUANA DISPENSARIES AND CANNABIS FARMS PROHIBITED” AND 18-88 “EFFECT OF ANNEXATION” DELETING AND REPEALING THE PROHIBITION ON MEDICAL MARIJUANA DISPENSARIES; AMENDING CHAPTER 82 “GENERAL PROVISIONS”, SECTION 82-12 “LAND USE DEFINITIONS” TO ADD A DEFINITION OF “MEDICAL MARIJUANA DISPENSARY”; AMENDING CHAPTER 122 “ZONING”, ARTICLE III ‘DISTRICTS’, DIVISION 10 “C-1 LIGHT COMMERCIAL DISTRICT”, SECTION 122-203 “PERMITTED USES”, DIVISION 11 “C-2 GENERAL COMMERCIAL DISTRICT”, SECTION 122-223 “PERMITTED USES”, DIVISION 12 “CBD CENTRAL BUSINESS DISTRICT”, SECTION 122-243 “PERMITTED USES” TO ESTABLISH MEDICAL MARIJUANA DISPENSARIES AS PERMITTED USES; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

City Clerk Howe read the legal title of the ordinance. Development Director Curt Henschel provided the staff presentation.

Director Henschel stated that this is a staff initiated text amendment. He provided a short history of medical marijuana in Florida and in Clermont. In 2017, Clermont banned medical marijuana in Clermont in the best interest of the citizens. The text amendment before them would allow medical marijuana dispensaries in Clermont in the zoning districts provided for in the text. He concluded his presentation by informed the Council that both staff and the Planning & Zoning Board recommend approval.

Mayor Ash opened the floor for comments from the public.

Charlene Forth, 939 W. Desoto Street, Clermont – Supports the ordinance change.

Jerod Taylor – Nelcrest Drive, Clermont. – Supports the ordinance.

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Seeing no one else come forth, Mayor Ash closed the floor from further comments.

Council Member Purvis stated that when this was discussed in 2017, he was in support of the ban as written at that time. He has since changed views, but has concerns about the proposed ordinance. It appears to him as if dispensaries would be allowed to open anywhere.

Attorney Mantzaris informed the Council that the state legislature has preempted the City so they can only regulate dispensaries as they do pharmacies.

MOTION TO APPROVE and adopt Ordinance No. 2020-25 made by Council Member Bates.
Seconded by Council Member Travis. Passed unanimously on roll call vote 5-0.

NEW BUSINESS

Item No. 13 – Resolution No. 2020-29R – Woodhouse Spa

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A BUSINESS TO OCCUPY MORE THAN 3,000 SQUARE FEET OF FLOOR SPACE IN THE CENTRAL BUSINESS DISTRICT.

This item was heard out of order and was considered during opening comments by the Mayor and Assistant City Manager immediately after the pledge of allegiance.

MOTION TO TABLE consideration of Resolution No. 2020-29R until July 28, 2020 made by Council Member Bates. Seconded by Council Member Brishke. Passed unanimously with all members present voicing aye.

Item No. 14 – Variance Request – Woodhouse Spa

This item was heard out of order and was considered during opening comments by the Mayor and Assistant City Manager immediately after the pledge of allegiance.

MOTION TO TABLE the hearing of the variance request for the Woodhouse Spa until July 28, 2020 made by Council Member Bates. Seconded by Council Member Brishke. Passed unanimously with all members present voicing aye.

Item No. 15 – Ordinance No. 2020-24 – INTRODUCTION – Governor's Lake

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, RECORDING, AN EFFECTIVE DATE, AND PUBLICATION.

City Clerk Howe read the legal title into the record.

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MOTION TO INTRODUCE for future consideration Ordinance No. 2020-24 made by Council Member Bates. Seconded by Council Member Brishke. Passed Unanimously with all members present voicing aye.

Item No. 16 – Ordinance No. 2020-28 – *INTRODUCTION – School Concurrency Text Amendment*

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY FLORIDA, RELATED TO CONCURRENCY MANAGEMENT, AND AMENDING THE CODES OF ORDINANCES, CHAPTER 90 CONCURRENCY MANAGEMENT, ARTICLE III, SECTION 90-31. SCHOOL CONCURRENCY; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND EFFECTIVE DATE.

City Clerk Howe read the legal title into the record.

MOTION TO INTRODUCE for future consideration Ordinance No. 2020-28 made by Council Member Bates. Seconded by Council Member Brishke. Passed unanimously with all members present voicing aye.

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ADJOURN: With no further comments, this meeting adjourned at 7:33 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>TRAVIS D. HANE</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>CITY COUNCIL CLERMONT</i>	
MAILING ADDRESS <i>176 Nautica Mile Dr</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>CLERMONT</i>	COUNTY <i>LAKE</i>	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED <i>7/14/20</i>		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: ☐ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Diane Travis, hereby disclose that on 7/14, 2020:

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

7/14/20

Signature

Diane Travis

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 28, 2020		
Agenda Item Name		
Right of Way Dedication		
Requested Action		
Approval of Dedication of Right of Way		
Staff Report		
Dedication of city owned property to become additional Right-of-Way on Hancock Road as required by Lake County. Purpose for the dedication is for traffic signal installation and future potential additional road expansion. Traffic signals to be owned and maintained by Lake County. The Right-of-Way is being dedicated as required by Lake County as part of the new Public Works facility construction. This Right-of-Way will be used for the safe ingress and egress of city vehicles onto Hancock Road.		
Additional Analysis		
Fiscal Impact Summary		
No Fiscal Impact		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Hancock Greater Pines City of Clermont Deed	Hancock Greater Pines City of Clermont Deed.pdf	

34-22-26-0002-000-00101

Hancock Road and Greater Pines Blvd. Signalization Project

This instrument prepared by:

Melanie Marsh, County Attorney
P.O. Box 7800, Tavares, FL 32778

Return to:

Lake County Public Works Dept. - R/W
P.O. Box 7800, Tavares, FL 32778

STATUTORY WARRANTY DEED

(Corporation)

THIS INDENTURE, made this _____ day of _____, 2020, between
CITY OF CLERMONT, a municipal corporation existing under the laws of the State of Florida
685 West Montrose Street, Clermont, FL 34711

County of Lake, State of Florida, hereinafter referred to as "Grantor"; and

LAKE COUNTY, a political subdivision of the State of Florida, P.O. Box 7800, Tavares,
FL 32778-7800, as "Grantee".

WITNESSETH, that Grantor, for and in consideration, of the sum of TEN DOLLARS
(\$10.00) and other good and valuable consideration, the receipt and adequacy of which are
hereby acknowledged, has granted, bargained, sold, and conveyed to Lake County, its
successors and assigns, the following described land, situate, lying, and being in Lake
County, Florida:

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

Grantor does hereby fully warrant the title to said land, and will defend the same
against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this instrument in the manner
provided by law, on the day and year first above written, Signed, Sealed, and Delivered in
our presence as witnesses:

Witnesses:

Grantor(s): City of Clermont, a
municipal corporation existing under the
laws of the State of Florida

1. Sign: _____

By: _____ (Seal)

Gail L. Ash, Mayor

Print Name: _____

2. Sign: _____

Print Name: _____

OR:

ATTEST:

Sign: _____

Print Name and Title: _____ (Seal)

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by Gail L. Ash, Mayor, on behalf of the City of Clermont, a municipal corporation existing
under the laws of the State of Florida, who is personally known to me or has produced
_____ as identification.

Notary Public (Signature)

Print Name:

Title or Rank:

Serial Number (if any):

My Commission Expires:

PROJECT: HANCOCK RD & GREATER PINES BV
 OWNER: CITY OF CLERMONT
 PARCEL NO.: 34-22-26-0002-000-00101
 ALTERNATE KEY: 1593093

SKETCH OF DESCRIPTION

PROJECT PARCEL NO.: 0101

LEGEND: Δ = DESCRIPTIVE POINT
 C# = CURVE NUMBER (SEE CURVE TABLE)
 DB = DEED BOOK
 DWG. = DRAWING
 L# = LINE NUMBER (SEE LINE TABLE)
 LLC = LIMITED LIABILITY CORPORATION
 F.B. = FIELD BOOK
 ORB = OFFICIAL RECORDS BOOK
 PB = PLAT BOOK
 PC = POINT OF CURVATURE

PCC = POINT OF COMPOUND CURVATURE
 PG. = PAGE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 PRC = POINT OF REVERSE CURVATURE
 PT = POINT OF TANGENCY
 R = RANGE
 R/W = RIGHT-OF-WAY
 SEC. = SECTION
 T = TOWNSHIP

DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE N90°00'00"E, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 25.00 FEET; THENCE S00°57'47"E, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, 676.16 FEET, TO THE POINT OF BEGINNING; THENCE N90°00'00"E, 50.01 FEET; THENCE S00°57'47"E, 53.00 FEET; THENCE S89°02'13"W, 25.00 FEET; THENCE S00°57'47"E, 227.45 FEET, TO THE NORTH LINE OF THE SOUTH 1575 FEET OF THE WEST 1660 FEET OF THE AFOREMENTIONED NORTHWEST 1/4 OF SECTION 34; THENCE S89°43'18"W, ALONG SAID NORTH LINE, 25.00 FEET; THENCE N00°57'47"W, 281.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.19178 ACRES (8354 SQUARE FEET), MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST HAVING A BEARING OF S00°57'47"E.
2. THIS "SKETCH OF DESCRIPTION" WAS PERFORMED WITHOUT THE BENEFIT OF A LEGAL OPINION OF TITLE WHICH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL(S) AS SHOWN HEREON.
3. I HEREBY CERTIFY THAT THE "SKETCH AND DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
4. EASEMENTS SHOWN HEREON WERE TAKEN FROM THE BOUNDARY SURVEY FOR CLERMONT PUBLIC WORKS COMPLETED BY BOOTH ERN STRAUGHAN HOITT, INC., JOB# 181041.0000 TASK 003, WITH A FIELD DATE OF 07/18/2018.
5. THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ORIGINAL DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE REQUIRES THAT A LEGAL DESCRIPTION DRAWING BEAR THE NOTATION THAT: THIS IS NOT A SURVEY.



Digital signature and seal as regulated under Chapter 5J-17.062 Florida Administrative Code

Digitally signed
 by Cary M Melvin
 Date: 2020.06.02
 07:56:30 -04'00'

CARY M. MELVIN, FLORIDA PROFESSIONAL
 SURVEYOR AND MAPPER LICENSE NO. 6329

SEC. 34-T22S-R26E

SEE PAGE 2
 FOR SKETCH

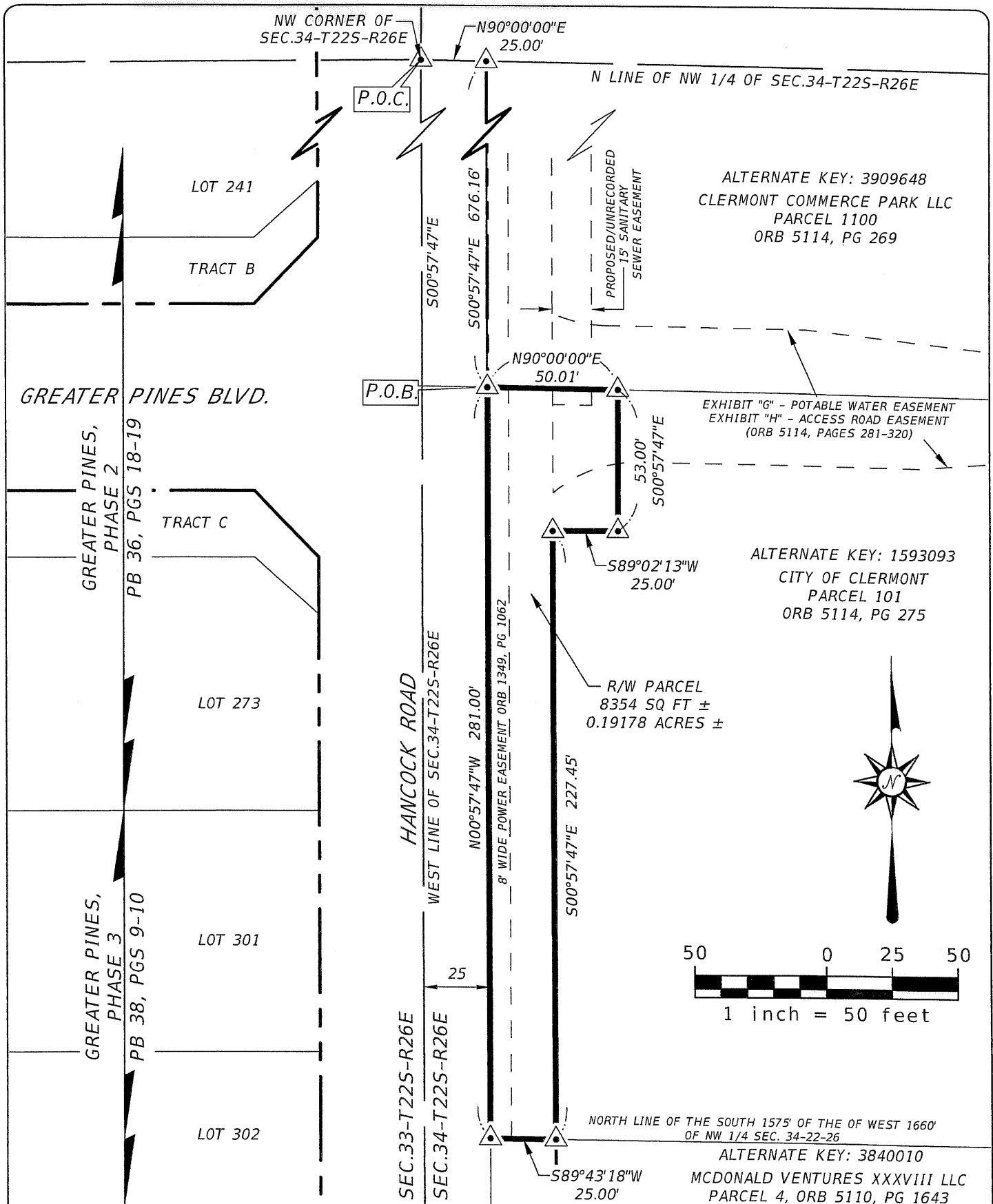


LAKE COUNTY
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 SURVEYING SECTION
 350 N. SINCLAIR AVE.
 TAVARES, FLORIDA 32778

JOB #: 19029
 FILE #: 5L-2019.117A
 F.B./PG: N/A
 SKETCH DATE: 12/03/2019
 DWG. FILE: 19029-SOD0101_R1.DWG
 DRAWN BY: C. MELVIN
 APPROVED BY: C. MELVIN

REVISION: MODIFIED
 DATE: GEOMETRY: 5/18/2020
 REVISION: ADDRESSED
 DATE: COMMENTS: 6/02/2020

PAGE 1 OF 2



SEC. 34-T22S-R26E

SEE PAGE 1 FOR
LEGEND, DESCRIPTION
& NOTES

LAKE COUNTY
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
SURVEYING SECTION
350 N. SINCLAIR AVE.
TAVARES, FLORIDA 32778

JOB #: 19029

FILE #: 5L-2019.117A

F.B./PG : N/A

SKETCH DATE: 12/03/2019

DWG. FILE:19029-S0D0101_R1.DWG

DRAWN BY: C. MELVIN

APPROVED BY: C. MELVIN

REVISION: MODIFIED
DATE: GEOMETRY: 5/18/2020REVISION: ADDRESSED
DATE: COMMENTS: 6/02/2020

PAGE 2 OF 2



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 28, 2020		
Agenda Item Name		
Professional Civil Engineer Services Agreement		
Requested Action		
Request approval for the proposal from Tetra Tech for Sunburst Lane Water Treatment Plant LFA Well Outfitting and Ground Storage Tank in the amount of \$384,591.		
Staff Report		
Professional Civil Engineer Services for the Sunburst Lane Water Treatment Plant and Potable Water Storage Tank. Engineering Firm TetraTech under contract #2014-99 will provide professional services for the preliminary design, final design, permitting, bidding services, and construction administrative services. To meet future growth demands the City of Clermont has recently modified their Consumptive Use Permit issued by the St. Johns River Management District. As part of the modification the City will be converting the source of ground water from the Upper Aquifer to the Lower Floridian Aquifer lessening environmental impacts to our lakes, and springs.		
Additional Analysis		
Fiscal Impact Summary		
The proposed amount of \$384,591.00 is included in the current FY 2020 budget. Account Code: 43533-66900-33112		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Continuing Services and Agreement for On-Call Civil Engineer Professional Services	Continuing Services and Agreement for On-Call Civil Engineer Professional Services.pdf	
2. Tetra Tech Proposal	Tetra Tech Proposal.pdf	
3. Tetra Tech Contract Renewal	Tetra Tech Contract Renewal.pdf	

CONTINUING SERVICES AND AGREEMENT FOR
ON-CALL CIVIL ENGINEER PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of this 9th day of December 2014, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, hereinafter referred to as "CITY" and TETRA TECH, INC., 201 E. Pine Street, Suite 1000, Orlando, Florida, hereinafter referred to as "ENGINEER."

WITNESSETH

WHEREAS, the CITY is in need of qualified and licensed ENGINEER services related to various municipal projects;

WHEREAS, the CITY, in accordance with Section 287.055, Florida Statutes, solicited proposals for professional services as more fully described and set forth in On-Call Professional Civil Engineer Services RFQ 14-034; and

WHEREAS, the ENGINEER submitted a proposal to provide said services and has represented to CITY that it is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable law and professional standards;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

- 1.1 This Agreement is to become effective upon execution by both parties, and shall remain in effect for a three (3) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement for periods of one (1) year, but such option to extend may only be utilized three (3) times unless authorized by the City Council for additional extensions.
- 1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this Agreement shall survive until completion of all task authorizations/work orders.

2.0 DESCRIPTION OF SERVICES

- 2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to ENGINEER any agreement or task authorization and CITY expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

- 2.2 The CITY shall make request of ENGINEER to provide professional engineering and other related consulting services on a task basis. The CITY will communicate with ENGINEER, verbally or in writing, a general description of the task to be performed. The ENGINEER will generate a detailed Scope of Work document, prepare a Schedule, add a not-to-exceed-budget to accomplish the task, and send the thus developed "Task Proposal" to the CITY. If a site visit by ENGINEER is needed to generate the scope document, ENGINEER shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the ENGINEER shall be as provided and contemplated by the CITY in that certain RFQ 14-034, and ENGINEER'S response thereto, which are expressly incorporated herein and made a part hereof as if restated.

ENGINEER shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the ENGINEER. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the ENGINEER shall perform the services set forth in the task authorization/work order.

- 2.3 ENGINEER shall provide CITY'S designated project manager with monthly time sheets or labor cost statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

3.0 CHANGES IN THE SCOPE OF WORK

- 3.1 CITY may make changes in the services at any time by giving written notice to ENGINEER. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and ENGINEER will negotiate any change in total cost or schedule of modifications. If the CITY and ENGINEER approve any change, the task authorization/work order will be modified to reflect the changes; and ENGINEER shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by CITY'S and ENGINEER'S designated representatives.

- 3.2 All of CITY'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

- 4.1 ENGINEER shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. ENGINEER shall complete all of said services in a timely manner and will keep CITY fully informed of the status of work on a reasonable basis in relation to the scope of the project or at least monthly. Should ENGINEER fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed upon schedule at no additional cost to the CITY.

- 4.2 No extension for completion of services shall be granted to ENGINEER without CITY'S prior written consent, except as provided in Sections 3.1 and 20.0 herein.

5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

5.1 DEFINITIONS:

- 5.1.1 The "ENGINEER's Professional Services Fee Schedule" as set forth in Exhibit "A", attached hereto and incorporated herein, are used as a basis for payment for services pursuant to Paragraphs 2.0 and 3.0. These fee schedules shall include wages, salaries, taxes, insurance, overhead and profit. The hourly salary rates set forth in the Fee Schedule are firm for the initial term of the contract (3 years), but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the Agreement. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and ENGINEER.

- 5.1.2 The "ENGINEER's Reimbursable Expenses Schedule" as set forth in Exhibit "B", attached hereto and incorporated herein, as provided by the ENGINEER, is used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses are limited to: printing, travel (not ordinary to the project) and the purchase of specialized software or equipment specific to the task authorization, which are directly in connection with the project and been pre-approved by the City. Said reimbursable expenses shall be passed through at a cost factor of 1.0.

- 5.1.3 The "Deliverables" are defined as plans, reports, findings, specifications, or anything else that is the end product or work performed by the ENGINEER or the CITY. ENGINEER shall, within such time constraints as may be set forth in the work order, submit to CITY the deliverables as identified in the work order; and ENGINEER shall, upon completion of all work, submit to the CITY all information developed in the course of the consulting services. ENGINEER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to CITY all material furnished to ENGINEER, provided the CITY identifies those materials in writing.

5.2 PAYMENT/COMPENSATION:

CITY agrees to pay or compensate the ENGINEER for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless otherwise provided herein or in the task authorization/work order.

- 5.2.1 Not to exceed cost based upon the "ENGINEER's Professional Services Fee Schedule."

5.2.2 Lump sum cost based upon the "ENGINEER's Professional Services Fee Schedule."

5.3 SERVICES-ADDITIONAL: CITY shall pay ENGINEER as follows:

5.3.1 Professional Associates, ENGINEERs and/or Subcontractors: For services and expenses of independent associates, ENGINEERs and/or subcontractors employed by ENGINEER, the amount invoiced to ENGINEER times a factor of 1.0 for invoices to the CITY.

5.3.2 Expert Witness: For any litigation, arbitration or other legal or administrative proceeding for any time spent in preparation for such litigation, for on the same basis as set forth in Paragraph 5.1 and 5.3.1.

5.4 Times of Payments: At monthly intervals, ENGINEER shall submit statements for services, additional services rendered and for reimbursable expenses incurred. The statements will be based upon ENGINEER'S actual manpower expended and actual expenses incurred within the billing period.

5.4.1. As a condition precedent to receiving payment, ENGINEER shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall be forwarded to CITY, no more frequently than once per month, and signed by an authorized representative of ENGINEER related to the applicable monthly installment payment. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. All invoices submitted for compensation shall include a statement by ENGINEER that states as follows:

"This statement sets forth only actual time spent by the firm's employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent."

5.4.3. CITY shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from ENGINEER. In the event that CITY disputes any invoice submitted, it shall advise ENGINEER, in writing, and said invoice shall not be deemed due and payable under this agreement. Neither the CITY'S review, approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the ENGINEER shall be liable to CITY for any and all damages to CITY caused by the ENGINEER'S negligent or wrongful performance of any of the services furnished under this Agreement.

5.5 Other Provisions Concerning Payments:

- 5.5.1 In the event of termination by CITY under Section 19.0 during the performance of the services, payments due ENGINEER up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.
- 5.5.2 Records of ENGINEER'S Salary Costs and Expenses pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to CITY for audit upon request by CITY. Copies will be made available to CITY on request prior to final payment for ENGINEER'S services.
- 5.5.3 A separate invoice must be submitted for each individual task authorization. Invoices must show a breakdown of the number of hours worked by each person charging time to the task authorization, hourly salary cost and any reimbursable expenses.

6.0 RIGHT TO INSPECTION

- 6.1 CITY or its agents shall at all times have the right to review or observe the services performed by ENGINEER.
- 6.2 No inspection, review, or observation shall relieve ENGINEER of its responsibility under this Agreement.

7.0 PROGRESS MEETING

CITY'S designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this Agreement. ENGINEER'S Project Manager and all other appropriate personnel shall attend such meetings as designated by CITY'S Project Manager, and ENGINEER shall be compensated at the billing rates set forth in Article 5.0

8.0 SAFETY

- 8.1 ENGINEER agrees to comply with CITY'S published safety standards while on the property of CITY. A copy of these standards is provided in Exhibit "C", attached hereto and incorporated herein.
- 8.2 ENGINEER shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

9.0 REASONABLE ACCESS

During the term of this Agreement, CITY shall grant ENGINEER reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION

ENGINEER and/or any CITY approved subcontractors or sub ENGINEERs shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth below and shall be bound by the terms of the Hold Harmless/Indemnification provisions expressed therein.

Worker's Compensation – as required by applicable state statute.

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage and \$2,000,000 in the aggregate. The General Liability policy shall include the commercial form, contractual liability and independent contractor's coverage.

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage. The Automobile Liability policy shall include the business form, owned, hired and non-owned coverage.

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate.

Property Coverage – Property coverage in limits sufficient to remedy the loss, and/or loss of use of, valuable papers and records, and any other property of the party utilized in connection with the City.

The General Liability and Automobile Liability shall each contain an endorsement naming the City as an additional insured as to any liability arising out of insured party's performance pursuant to this agreement. The Worker's Compensation and Employer's Liability coverage shall contain an endorsement waiving subrogation as against the City.

Indemnification – ENGINEER shall indemnify and hold harmless and defend the Client and its employees from any liability, settlements, loss of costs of any kind, whether actual or threatened, (including reasonable attorney's fees and cost of defense) to the extent caused by the negligent act, error or omission of ENGINEER in the performance of services under this Agreement.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

ENGINEER shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

12.0 REPRESENTATIONS

- 12.1 ENGINEER represents that the services provided hereunder shall conform to all requirements of this Agreement, RFQ 14-034 and ENGINEER'S response thereto; shall be consistent with recognized and sound professional engineer practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 12.2 ENGINEER represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 12.3 Subject to the provisions of this Section, should ENGINEER breach the warranties set forth herein, CITY shall have such remedies as may be provided at law or equity.
- 12.4 Without limiting the generality of the foregoing, if the ENGINEER completes its services under any task authorization entered into hereunder, and the ENGINEER'S services are non-complying, defective, or otherwise improperly performed and CITY notifies ENGINEER in writing that a defect, error, omission or noncompliance has been discovered in ENGINEER'S services, ENGINEER shall, at the option of CITY: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to CITY; b) refund the amount paid by CITY attributable to such non-complying, defective or otherwise improperly performed services; or c) if ENGINEER fails to take action under a) above, at ENGINEER'S sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.
- 12.5 The only representations made by ENGINEER are those expressly enumerated in this provision. Any other statements of fact or descriptions expressed in the Agreement or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

13.0 GUARANTEE AGAINST INFRINGEMENT

ENGINEER guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, ENGINEER shall indemnify and hold harmless CITY, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this Agreement. Notwithstanding the foregoing, ENGINEER may elect to provide non-infringing services.

14.0 DOCUMENTS

- 14.1 Upon CITY'S or its designated Project Manager's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, ENGINEER shall provide CITY or its designated Project Manager with a copy of all documents and electronic files prepared by ENGINEER under this Agreement or any Task Authorization hereunder. CITY understands that re-use of any documents for any other purposes, shall be at the CITY'S own risk.
- 14.2 The parties acknowledge that the CITY is a Florida municipal corporation and subject to the Florida Public Records Law, therefore, to the extent applicable to it, ENGINEER agrees to comply with the terms thereof with regard to any and all documents related to the CITY.
- 14.3 Drawings, specifications, reports, program, manuals, calculations, supporting design documentation or other documents, including all documents on electronic media, provided by the ENGINEER or their sub-ENGINEERS, prepared under this Agreement shall be come property of the CITY. Conformed documents, record documents and final written documents shall be provided electronically in a form specified by the CITY. The CITY agrees to release ENGINEER from any liability that may result from the re-use of documents or modifications thereof, by the CITY of its representatives for any other purpose other than the original intent of this Agreement, without written authorization by the ENGINEER. ENGINEER will retain all common law, statutory, and other reserved rights, including the copyright thereto.

15.0 ASSIGNMENT

- 15.1 ENGINEER shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of CITY.
- 15.2 If, upon receiving written approval from CITY, any part of this Agreement is subcontracted by ENGINEER, ENGINEER shall be fully responsible to CITY for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 15.3 If CITY determines that any subcontractor is not performing in accordance with this Agreement, CITY shall so notify ENGINEER who shall take immediate steps to remedy the situation.
- 15.4 If any part of this Agreement is subcontracted by ENGINEER, prior to commencement of any work by the subcontractor, ENGINEER shall require the subcontractor to provide CITY and its affiliates with insurance coverage as set forth by the CITY'S Risk Management.

16.0 INDEPENDENT ENGINEER

At all times during the term of this Agreement, ENGINEER shall be considered an independent ENGINEER.

17.0 CONFLICT OF INTEREST

ENGINEER shall not undertake any task on behalf of the CITY where ENGINEER has a conflict of interest arising out of a past or present professional relationship with another client. The ENGINEER shall notify the CITY in writing of any conflict of interest or potential conflict of interest should arise.

18.0 DEFAULT

If during the term of this Agreement, ENGINEER shall be in default of any of the material provisions of this Agreement, CITY may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until CITY gives written notice of the default to ENGINEER with at least ten (10) days to cure such default. If ENGINEER fails to correct such delinquency or default within thirty (30) days of suspension by CITY, CITY may terminate this Agreement.

19.0 TERMINATION

Notwithstanding any other provision of this Agreement, CITY may, upon written notice to ENGINEER, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to ENGINEER b) ENGINEER is adjudged to be bankrupt; c) ENGINEER makes a general assignment for the benefit of its creditors; d) ENGINEER fails to comply with any of the conditions or provisions of this Agreement; or e) ENGINEER is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

20.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God: fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to CITY'S affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue shall be Lake County, Florida, or the United States District Court in and for the Middle District of Florida.

22.0 HEADINGS

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23.0 SEVERABILITY

In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

24.0 WAIVER AND ELECTION OF REMEDIES

- 24.1 Waiver by either party of any terms, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- 24.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25.0 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and ENGINEER.

26.0 PROHIBITION AGAINST CONTINGENT FEES

ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27.0 ENTIRE AGREEMENT

Except as otherwise state, this Agreement, including the schedules, attachments, appendixes and exhibits attached hereto, constitutes the entire agreement between CITY and ENGINEER with

respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28.0 SOVEREIGN IMMUNITY

Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CITY'S potential liability under state or federal law.

29.0 NOTICE

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

CITY: City of Clermont
Darren Gray, City Manager
685 West Montrose Street
Clermont, Florida

ENGINEER: Tetra Tech, Inc.
Jon D. Fox, P.E., Vice President
201 East Pine Street, Suite 1000
Orlando, FL 32801

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below:

CITY OF CLERMONT, FLORIDA

BY:

Gail L. Ash
Gail Ash, Mayor

ATTEST:

Tracy Ackroyd
Tracy Ackroyd, City Clerk

TETRA TECH, INC.

BY:

Leslie L. Shoemaker
Leslie L. Shoemaker, Senior Vice President
Printed Name and Title

ATTEST:

EJ Bur

(CORPORATE SEAL)



EXHIBIT A



TETRA TECH

Schedule of Hourly Rates

Engineering and Consulting Services (ECS)

Hourly Billing Rates for: TT IER

Rates Effective Starting: February 10, 2014

Personnel	Hourly Rate
Management	
Project and Program Management	
Project Manager 1	\$160.00
Project Manager 2	\$175.00
Sr Project Manager	\$200.00
Program Manager	\$225.00
A/E Services	
Engineers	
Engineer 1	\$85.00
Engineer 2	\$110.00
Engineer 3	\$125.00
Project Engineer 1	\$135.00
Project Engineer 2	\$165.00
Sr Engineer 1	\$215.00
Sr Engineer 2	\$220.00
Sr Engineer 3	\$225.00
Principal Engineer	\$240.00
Scientists	
Scientist 1	\$80.00
Scientist 2	\$95.00
Scientist 3	\$100.00
Sr Scientist 1	\$135.00
Sr Scientist 2	\$165.00
Sr Scientist 3	\$195.00
Surveying	
Survey Tech 1	\$55.00
Survey Tech 2	\$75.00
Survey Crew Chief	\$95.00
Surveying Specialist	\$100.00
Land Surveyor	\$110.00
Sr Land Surveyor	\$75.00



TETRA TECH

Schedule of Hourly Rates

Engineering and Consulting Services (ECS)

Hourly Billing Rates for: TT IER

Rates Effective Starting: February 10, 2014

Personnel	Hourly Rate
Project Support	
Computer Aided Design (CAD)	
CAD Technician 1	\$60.00
CAD Technician 2	\$65.00
CAD Technician 3	\$70.00
CAD Designer	\$85.00
Sr CAD Designer 1	\$105.00
Sr CAD Designer 2	\$120.00
CAD Director	\$130.00
Geographic Information Systems (GIS)	
GIS Analyst 1	\$65.00
GIS Analyst 2	\$80.00
Sr GIS Analyst	\$90.00
GIS Application Developer	\$130.00
Sr GIS Application Developer	\$160.00
Business Support	
Project Administration	
Project Assistant 1	\$65.00
Project Assistant 2	\$70.00
Project Administrator	\$85.00
Sr Project Administrator	\$90.00

EXHIBIT B



TETRA TECH

Schedule of Hourly Rates

Engineering and Consulting Services (ECS)

Hourly Billing Rates for: TT IER

Rates Effective Starting: February 10, 2014

Reimbursable Expenses

Rate

Reimbursable Expenses

Subcontractor	At cost
Mileage:	
Auto	IRS Standard Rate
Truck	125% of IRS Standard Rate
Out of Pocket Expenses	Cost
Special Equipment	Cost
Printing, Copies per sheet	
8½" x 11" B/W	\$0.10
8½" x 11" Color	\$0.75
11" x 17" B/W	\$0.15
11" x 17" Color	\$1.00
24" x 36" B/W	\$0.75
GBC Binding (each)	\$2.00
Coil Binding (each)	\$3.00



TETRA TECH

April 3, 2020

Mr. Duane Land, CPM
Environmental Services, Water/Wastewater Manager
City of Clermont
3335 Hancock Rd.
Clermont, FL 34711

**Subject: City of Clermont
Professional Engineering Services Proposal for the
Sunburst Lane Water Treatment Plant LFA Well Outfitting and GST**

Tt # 200BP Gen/Clermont

Dear Mr. Land:

Tetra Tech is pleased to furnish this proposal for professional engineering services to complete the Sunburst Lane Water Treatment Plant LFA Well Outfitting and GST project. A detailed scope of services, compensation summary, and project implementation schedule are attached.

We look forward to serving the City of Clermont on this project. If you should have any questions, please do not hesitate to contact me at 407-839-3955.

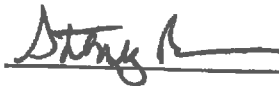
Very truly yours,

Approval:

Tetra Tech

City of Clermont


Jon D. Fox, P.E.
Vice President

By: 

Attachments

Date: 4-13-20

JCB/ab/Sunburst LFA Well Outfitting and GST/Land040220.docx

C: Jon Bundy, P.E., Tetra Tech
Anke Baker, Tetra Tech

ATTACHMENT A
CITY OF CLERMONT, FLORIDA
SUNBURST LANE WATER TREATMENT PLANT
LFA WELL OUTFITTING AND GST

SCOPE OF SERVICES

I. PROJECT OVERVIEW

The City of Clermont (City) is in the process of modifying their existing consumptive use permit (CUP) #2478 to increase the permitted groundwater allocation. As part of the modification, the City is converting the source of groundwater supply from the Upper to the Lower Floridan aquifer.

The City recently constructed two (2) new LFA production wells near the Sunburst Lane Water Treatment Plant (WTP) to meet future demands and to reduce reliance on existing UFA wells at the Sunburst Lane WTP. The City requested Tetra Tech provide design services for the outfitting of the two new LFA production wells and the addition of a second 2.0 million-gallon (MG) ground storage tank (GST). The new LFA wells will be outfitted with vertical turbine well pumps on soft starts and enclosed in well houses. The design will include raw water piping to connect the discharge from the new well pumps to the existing raw water main. The addition of the wells and GST will provide additional redundancy and operational flexibility but will not increase the capacity of the WTP.

Professional services will include preliminary design, final design, permitting, bidding services, and construction administration services. Services rendered shall be performed in accordance with the City of Clermont/Tetra Tech, Inc. Continuing Contract and Agreement for Professional Services dated December 9, 2014.

II. SCOPE OF SERVICES

A. Preliminary Design

The purpose of the preliminary design phase is to gather information, develop the basis of design, evaluate and select alternatives, and present the proposed project plan. This phase will also present a budgetary cost estimate to assist the City in planning future expenditures. Tasks to be completed in this phase are described below.

1. Attend a project kick-off meeting with the project team and City staff to confirm the project goals and objectives and conduct a site investigation at the Sunburst Lane WTP. walk through of the filter systems to confirm dimensions and equipment layout is consistent with the record drawings.
2. Gather/review as-built data and review proposed operation of wellfield with City.
3. Develop the basis of design for the well capacity and operation/control strategy.
4. Perform process and hydraulic calculations for the proposed wells and pretreatment chemical feed systems and develop the basis of design for proposed equipment and related piping.
5. Develop a site plan, well house equipment and floor plan and elevations.

6. Perform new impervious area calculations and evaluate stormwater system impacts and permitting requirements, if any. No wetlands impacts are assumed within this scope of services.
7. Summarize proposed electrical loads from this project and evaluate the existing power feed and the standby power system. Prepare single line diagram to show main power feed, generator, and major electrical loads.
8. Provide an updated boundary and topographic survey of the in proposed project area around well houses, pipe routing, and GST. As-built Drawings and field location of existing valves will be used for underground utility locations. Up to six (6) soft digs will be performed to locate location and depth of utilities and duct banks where potential crossings and conflicts occur.
9. Perform an acoustical evaluation to evaluate sound emissions from existing equipment. The results of this evaluation will be used to provide recommendations and design alternatives for sound abatement from the new equipment during final design.
10. Provide an estimate of probable construction cost of the recommended improvements.
11. Prepare a design memorandum that presents the results of the basis of design and recommendations.
12. Attend a review meeting with City staff to discuss the design memorandum and develop concurrence regarding the proposed project plan prior to final design.
13. Prepare final design memorandum modify the memorandum as required.

B. Final Design

Upon acceptance of the preliminary design report by the City, Tetra Tech will initiate the final design of the Project. The final design will result in preparation of engineering drawings and specifications, which will be submitted to the City for review at 60-, 90- and 100-percent completion levels. Three (3) sets of drawings and specifications and an electronic copy in PDF format will be provided to the City for each review. A review meeting will be held with City following each submission. To ensure proper design of the facilities, Tetra Tech will obtain approval from the City for any substantial changes in the preliminary design prior to incorporation in the final design. Updated cost estimates will be included with each submittal. Tasks to be completed during this phase are summarized below:

1. Perform a geotechnical investigation in the area of the proposed buildings and on-site finished water storage. The investigation will include:
 - a. Two (2) standard penetration tests (SPTs) to a depth of 20 feet;
 - b. Four (4) SPTs to a depth of 50 feet.
 - c. One (1) SPT to a depth of 100 feet.
 - d. Two (2) auger borings to a depth of 7 feet.
2. Prepare final design drawings. A preliminary list of drawings is presented below:

General

Cover Sheet

Location Map, General Notes, and Drawing Index

Legend and Abbreviations

Existing Process Flow Schematic

Proposed Process Flow Diagram

Civil

Existing Conditions
Overall Site Key Plan
Site Geometry Plan (2 Sheets)
Grading and Drainage Plan (2 Sheets)
Civil Details (2 Sheets)

Structural

Structural General Notes
Well House – Foundation / Slab Plan and Sections
Well House – Roof Framing Plan and Sections
Structural Details

Architectural

Architectural General Notes
Well House Floor Plan and Roof Plan
Well House Elevations and Sections
Architectural Details and Schedules

Process/Mechanical

Yard Piping Plan (2 Sheets)
Typical Well House Equipment Plan
Typical Well House Equipment Sections
Ground Storage Tank Upper Plan
Ground Storage Tank Lower Plan
Ground Storage Tank Sections
Ground Storage Tank Details (2 Sheets)
Process Details (3 Sheets)

HVAC

HVAC Legend and Schedules
Typical Well House HVAC Plan

Electrical

Electrical Symbols and Notes
Site Power Plan
Site Lighting Plan
Single Line Diagrams
Typical Well House Electrical Plan
Ground Storage Tank Electrical Plan
Standby Power Plan
Wiring Diagrams
Conduit & Cable Schedules
Electrical Details (3 Sheets)

Instrumentation & Controls

Symbols & Abbreviations
Data Acquisition System Architecture
Typical Well House P&ID
Ground Storage Tanks P&ID
Instrumentation Details

3. Prepare a project manual that contains technical specifications for competitive bidding by the prequalified general contractors. The project manual and its contents will be formatted in accordance with the Construction Specification Institute (CSI) and prepared using Microsoft WORD®.
4. Review proposed equipment and estimate sound emissions from the proposed facilities. Evaluate potential noise abatement alternatives to be incorporated into the design to ensure compliance with applicable City ordinances and to minimize impacts to adjacent recreational areas and neighboring properties.
5. Prepare updated costs estimates at each level of completion. Estimate of costs will be based on previous bid tabulations, vendor quotes and estimates provided by contractors.
6. Attend design review meetings at each level of completion.
7. Perform a listed species assessment for the site. The assessment will include a search available FWC and USFWS wildlife database records for known records of site occurrences and field reconnaissance. A gopher tortoise burrow survey covering 100% of the potential gopher tortoise habitat will be completed by an authorized gopher tortoise agent and complied with FWC gopher tortoise survey guidelines.

C. Permitting

Tetra Tech will prepare and submit the following permit applications and supporting documentation to obtain regulatory permits for construction and operation the proposed facilities. Tetra Tech will also respond to requests for additional information (RAIs) from permitting agencies to clarify the original applications. All permit application fees will be paid by the City.

1. Prepare and submit an "Application for Public Drinking Water Facility Construction Permit" (DEP Form 62-555-900 (1)) to the Florida Department of Environmental Protection (FDEP).
2. Attend a pre-application meeting and prepare and submit documents to the City Planning Department to secure a Conditional Use Permit.
3. Provide supporting documentation to the selected contractor to support an application for a building permit from the City.
4. Prepare and submit a letter for Environmental Resource Permit (ERP) determination to the St. Johns River Water Management District (SJRWMD) for the proposed improvements. An ERP is not anticipated as the original permit included future impervious related to the proposed facilities. Tetra Tech will provide new imperious area calculations and will document impacts and summarize in a permit determination letter to be submitted to SJRWMD. If the District's review determines that a permit modification is required, such will be considered additional services, requiring a separate task order from the City.

NPDES permitting is not included within this scope of services, however the bid documents prepared under this scope will include a requirement for the Contractor to apply for and obtain a NPDES permit if greater than 1 acre of the site will be disturbed during construction.

D. Bidding and Award

Upon advertisement of the project by the City, Tetra Tech will assist the City with bidding of the project and will complete the following tasks:

1. Provide electronic copies of the bid documents for City to issue.
2. Attend one (1) pre-bid conference and one (1) site visit with prospective bidders.
3. Prepare and issue addenda, as approved by the City, containing clarifications or technical revisions that become apparent during bidding.
4. Review and tabulate bids, evaluate the low bidder's qualifications, and make recommendations regarding award of the contract.
5. Conform the construction documents at the end of the bidding phase to reflect any changes to the project design, construction drawings or specifications caused by addenda to bid packages or changes initiated by the City.

E. Construction Administration Services

The construction period is expected to be a maximum of twelve (12) months. During the construction phase of the project, Tetra Tech will perform the following tasks:

1. Prepare for and attend at one (1) preconstruction meeting.
2. Attend ten (10) periodic progress meetings and observe progress of the construction after the meetings.
3. Attend up to four (4) specialty meetings as needed to discuss I & C coordination, unforeseeable field conflicts, and the start-up plan.
4. Review shop drawings to determine conformance with the design concepts of the project and compliance with the requirements provided in the contract documents.
5. Review monthly applications for payment.
6. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations.
7. Shop drawing and RFI review of acoustical design elements.
8. Review change order requests and prepare documentation as required.
9. Observe pump start up and testing.
10. After successful demonstration tests and upon written request by the Contractor, conduct a substantial completion inspection of the Project with the City and distribute a punch list of observed deficiencies to be completed by the Contractor prior to the final completion date. The project will be certified substantially complete only if the work is sufficiently complete in accordance with the contract documents, so that the work can be utilized for the purposes for which it is intended.
11. Upon written request by the Contractor, conduct a final completion inspection of the Project with the City to determine if the project is finally complete.
12. Review the Contractor's as-built submittals monthly for adequacy and review listing of deviations from the construction permit and approved construction documents as prepared by the City's representative. Prepare record drawings for the City's use from information provided by the Contractor delineating the dimensions, location, and elevation of all facilities constructed. Provide the City with an electronic file of record drawings and three (3) sets of prints of the record drawings.
13. Prepare and submit certifications and required supporting documentation to regulatory agencies having jurisdiction.

F. Additional Services (As Needed).

1. Should the listed species assessment indicate the need to relocate gopher tortoise, services are included in this scope of work for the survey and relocation of up to 5 gopher tortoises, which are listed by the Florida Fish and Wildlife Conservation Commission (FWC) as a Threatened Species. The relocation services will be included as an allowance as this work with only be completed if needed.

III. COMPENSATION SUMMARY

The proposed compensation for the Scope of Services described in Section II is summarized below. Compensation for services listed will be on a lump sum basis. Attachment B presents a detailed breakdown of the estimated compensation for the Scope of Services.

Task	Compensation
A. Preliminary Design	\$46,782
B. Final Design	\$205,942
C. Permitting	\$16,340
D. Bidding and Award	\$15,590
E. Construction Administration	\$83,502
F. Additional Services – As Needed	\$16,435
Total	\$384,591

Note: Task F, includes an allowance of \$16,435.00 for the relocation of up to 5 gopher tortoises. This work with only be completed if needed as determined by the gopher tortoise survey.

IV. SCHEDULE

The anticipated delivery schedule for the project is presented below:

Task	Task Duration (Weeks)	Cumulative Weeks from NTP
Draft Preliminary Design Memorandum	8	8
City Preliminary Design Memorandum Review	2	10
Final Preliminary Design Memorandum	2	12
60% Design Submittal	8	20
City 60% Design Review	2	22
90% Design Submittal	6	28
City 90% Design Review	2	30
100% Design Submittal	6	36
Permitting (Begin at 90% Completion)	8	36
Bidding and Award	12	48
Construction Administration	52	100

V. SERVICES NOT INCLUDED

- A. Survey beyond the limits identified above.
- B. Cost of advertising the project shall be paid for by the Owner.
- C. Services related to any type of testing.
- D. If listed species other than gopher tortoise are identified, species specific surveys and permitting will be addressed separately.
- E. Resident project representative (RPR) services to be provided by the Owner.

Price Proposal

Sunburst Lake WTP LFA Well Outfitting and GST

Submitted to: City of Okanogan

Labor Plan

25 Resources

Attachment B

Project Phases / Tasks

Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	12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FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

October 7, 2019

Tetra Tech
201 E. Pine Street, Suite 100
Orlando, FL 32801
Attn: Jon D. Fox, Vice President

Re: 3rd and Final Contract Renewal Notice for # 2014-99 / On-Call Professional Civil Engineer Services

Dear Mr. Fox:

The current awarded period on the above referenced contract is due to expire on December 8, 2019. There is a provision for an extension in this contract for up to (3) additional one (1) year term. It is the intent of the City to exercise the third and final renewal option and extend the contract for an additional 1-year, ending in December 8, 2020.

Please check "yes" or "no" at the bottom of this letter, with your signature and date, as to whether you are interested or not extending the contract for an additional 1-year term. Your response should be received in the Purchasing Division no later than ten (10) business days by mail, fax or email from date of this letter. Failure to respond will be deemed as silent evidence that your firm is not interested in renewing this contract. Make sure to include a copy of your updated certificate of insurance stating the City of Clermont as additional insured.

Please feel free to contact me if you have any questions.

I want to extend the current Contract No. 2014-99 / ON-CALL PROFESSIONAL CIVIL ENGINEER SERVICES, for an additional 1-year term at the same terms and conditions.

X Yes No

Jon D. Fox [Signature] 10-7-19

Printed Name of Signer Contractor Signature Date

Vice President

Title of Signer

Comments:



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 28, 2020		
Agenda Item Name		
Piggyback Contract		
Requested Action		
Recommend to approve a piggyback contract number RFP 20-11102-TP from Osceola County with Folsom Services, Inc. to provide preventative maintenance and repairs of HVAC, low/high voltage equipment and controls		
Staff Report		
The Purchasing Department and the Public Services Department recommend approval of the above action. At the request of the Public Works Department, the Purchasing Department sought a contract from Osceola County number RFP-20-11102-TP, to obtain the services of preventative maintenance and repairs of HVAC, low/high voltage equipment and controls. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 2007-002 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Osceola County contract number RFP-20-11102-TP. The Osceola County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual contract value is \$100,000 and is included in the current FY 2020 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2007-002 RFI 2007-002.pdf		
2. RFP-20-11102-TP - Folsom Services - Agreement RFP-20-11102-TP - Folsom Services - Agreement.pdf		



REQUEST FOR INFORMATION

Intent to Utilize the Osceola County Contract for Preventative Maintenance and Repairs for HVAC Equipment

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Procurement Services Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 2007-002	ISSUED DATE: July 15, 2020
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>July 23, 2020 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

Responses may be submitted electronically to the Procurement Services Director by email.

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Works

(b) Company Information: Folsom Services, Inc.

(c) Contract Number and Title: RFP-20-11102-TP / Preventative Maintenance and Repairs for Heating, Ventilation and Air Conditioning Equipment

(d) Length of Contract: 3 Year(s) and may be extended.

(e) Product or Service Provided: Preventative Maintenance and Repairs for HVAC Equipment

2 – ACTION TO BE TAKEN

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

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

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and Folsom Services, Inc., 25 East 13th Street, Saint Cloud, Florida 34769, hereinafter referred to as the "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the COUNTY has competitively solicited for preventive maintenance and repairs for heating, ventilation and air conditioning equipment involving split systems and package units, pursuant to RFP-20-11102-TP; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

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

SECTION 1. TERM.

The term of this Agreement shall begin on upon execution and continue through April 1, 2023, and may be extended when in the best interest of the County.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it

is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.
- E. The CONTRACTOR shall use appropriate tools and/or equipment which are in good repair and proper working order, so as to enable the CONTRACTOR to complete the services required hereby.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the CONTRACTOR under the Scope of Services set forth herein, the COUNTY will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the CONTRACTOR shall extend for the full warranty period.

SECTION 5. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.

- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 6. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed Three Hundred Ninety Thousand and 00/100 Dollars (\$390,000.00) annually, for a total not to exceed amount of One Million One Hundred Seventy Thousand and 00/100 Dollars (\$1,170,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 9.

INSURANCE.

- A. The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 4. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00) any single occurrence;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) per year;
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: Two Million Dollars (\$2,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: Two Million Dollars (\$2,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.
- C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.

- D. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A Statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
 8. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 13. PUBLIC RECORDS

A. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 4400
Kissimmee, Florida 34741
407 742-0100
BCCPIO@osceola.org

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the COUNTY to perform the service.

2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. 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 COUNTY; upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SECTION 14. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended; the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida Workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 18. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may

terminate this Agreement immediately, notwithstanding the notice requirements of Section 7 hereof.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Osceola County
Attention: Procurement Services
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741

CONTRACTOR: Folsom Services, Inc.

Attention: William Folsom
25 East 13th Street
Saint Cloud, Florida 34769

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE PROVISIONS.

In the event the COUNTY issues a purchase order, Memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

SECTION 29. PUBLIC ENTITY CRIMES

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor

contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement, and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 31. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 32. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of three years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the

Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Michael J. Amato, Building Maintenance Manager
Osceola County Building Maintenance Department
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
Phone: (407) 742-7403
Email: Michael.amato@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

William Folsom, President
Folsom Services, Inc.
25 East 13th Street
Saint Cloud, Florida 34769
Phone: (407) 892-7317
Email: bfolsom@folsomservices.com

SECTION 35. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this

Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 36. **SCRUTINIZED COMPANIES AGREEMENT TERMINATION**
CLAUSE:

This Agreement may be terminated by the COUNTY, without penalty to the COUNTY, i) in the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or ii) if the COUNTY determines that CONTRACTOR falsely certified to the COUNTY that CONTRACTOR is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in Exhibit "C", which is attached hereto and made a binding part hereof.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

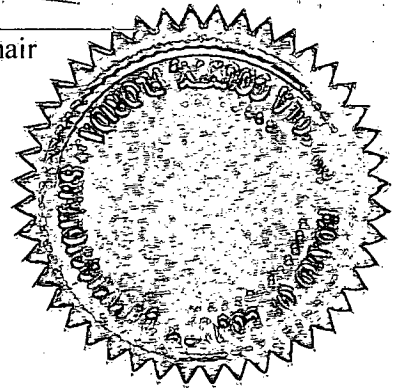
By: _____
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Jimmy Ford
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

03/09/2020



FOLSOM SERVICES, INC.

By: William L. Folsom

Print: William L. Folsom

Title: President

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was executed before me this 25 day of February, 2020, by William L. Folsom as President of Folsom Services, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Heather L. King
NOTARY PUBLIC, State of Florida

(stamp)

Exhibit A

Scope of Services and Technical Requirements.

A. Intent:

1. It is the intent of this solicitation to engage one or more qualified firms to perform a variety of services on the County's Heating, Ventilation, Air Conditioning and Refrigeration (HVAC-R) equipment and systems Countywide on an as-needed basis specifically related to Split Systems and Package Units. These services include, but are not necessarily limited to, scheduled preventive maintenance, controls and automation services, routine, urgent and emergency repair services and the purchase and installation of new equipment on an as-needed basis. The Awarded Contactor(s) will be responsible for the performance of these services on an as-needed basis, and will ensure that all aspects of the services are completed in a timely, legal and efficient manner.
2. The Awarded Contractor will furnish all labor, supervision, materials, supplies, transportation, equipment, tools, chemicals, and all other accessories, services and activities necessary for the provision of the HVAC-R services specified herein, throughout Osceola County, and will comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the services.

B. Minimum Requirements and Qualifications:

1. The Proposer must be either a State of Florida Certified Mechanical Contractor of a Certified Air Conditioning Class "A" Contractor. The Proposer must provide copies of mandated State of Florida Certifications and licenses, current and in good standing. **The Certification shall be in the name of the Proposer as shown in their proposal.**
2. The Proposer should have experience, demonstrated through references, showing experience including, but not limited to, the following:
 - a) Controls and Automation Systems
 - b) Heat/Cool systems: large Unitary and small Package systems, DX (Direct Expansion) and Split Systems
 - c) Refrigeration
 - d) Air/Water Cooling Towers
 - e) Pneumatic Systems/Air Compressors
 - f) Boilers/Water Heaters/Hot Water Storage
 - g) Low and High Voltage Power
 - h) Fuel types (other than electric)
 - i) Trades: Electrical, Pipe Fitting, Insulation and Ducting
 - j) Project and Contract Management
 - k) Institutional, Commercial, Office and Residential Applications
3. The Proposer must be able to service and provide factory parts for at least one major HVAC system manufacturer including, but not limited to:
 - a) Carrier
 - b) Trane
 - c) York

4. To demonstrate the ability to provide these services, please provide a list of potential subcontractors that may be utilized for the performance of any portion of the scope of work specific to this Request for Proposal.
- C. **Equipment and Locations:**
1. This solicitation consists of various HVAC-R equipment broken into a single distinctive lot.
 2. Contractors are asked to provide a pricing for all items listed in the proposal. Only proposals that provide pricing for each item, in Attachment "F" in this solicitation will be considered. Proposals that do not provide pricing for all items in Attachment "F" may be disqualified as non-responsive.
- D. **Safety:**
- The Contractor will be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA)
- E. **SDS – Safety Data Sheets:**
- SDS (formerly MSDS) information sheets will be made available to the County's representative upon request. The Contractor will immediately report to the County's representative any venting, spillage or dumping of material on County property. The Contractor will also be responsible for the cleanup and any costs associated with such incidents.
- F. **Security:**
- The following security guidelines must be followed as part of this Agreement:
1. All posted facility security requirements will be maintained at all times.
 2. Failure to comply with any security requirement may result in the worker(s) removal from any County facility.
 3. It is at the COUNTY's sole discretion to remove personnel and/or to disallow their entry, at any time, with no cost or penalty to the COUNTY.
 4. The CONTRACTOR'S employees must wear easily identifiable company uniforms (i.e. logo shirts).
 - a. NO shorts
 - b. NO sleeveless shirts
 - c. Objectionable Tattoos (determined at the County's sole discretion) must be covered or the person may be denied entry.
 5. All CONTRACTOR'S personnel will carry a current legal photo Identification card (such as a US State issued Driver's License) **and** a Contractor issued photo Identification card.
 - a. These must be presented immediately upon the request of the County.
 - b. A refusal to show identification will result in denied access, and/or the immediate escort and removal from County property. That action may further result in their clearances being permanently revoked.

6. All personnel affiliated with the CONTRACTOR who may be tasked with entering County facilities covered by this contract agreement may be required to complete a **background investigation**. Individuals must submit their information at the Contract initiation, or at least 48 hours prior to requiring entry. These persons include, but are not limited to:
 - a. Service Technicians, apprentices and helpers
 - b. Supervisors
 - c. Managers
 - d. Company/Corporate Officers
 - e. Owners
 - f. Volunteers
 - g. Contract Employees
 - h. Subcontractors
 - i. Consultants
7. The depth of these investigations will vary by each facility's level of security access and will be detailed by the County's Project Manager or their designee upon the award of an Agreement. The County commonly uses, but does not limit itself to the following resources:
 - a. FDLE - (Florida Department of Law Enforcement)
 - b. JIS - (Judicial Inquiry System)
 - c. FCIC - (Florida Crime Information Center)
 - d. NCIC - (National Crime Information Center)
 - e. FDOH - (Florida Department of Health)
 - f. FDOC - (Florida Department of Corrections)
 - g. JLA - (Jessica Lunsford Act)
 - h. CJIS - (Criminal Justice Information Services)
 - i. CJNet - (Criminal Justice Network)
 - j. DAVID - (Driver and Vehicle Information Database)
8. Any persons found guilty of a Felony charge within the last twenty (20) years from the date of the background investigation may be denied access into any Osceola County facility.
 - a. Any persons found guilty of Misdemeanor charges will not immediately be refused entry. The County will undertake an additional case-by case review and the individual may be approved access depending on the specific charge, quantity and severity of the misdemeanors.
 - b. Any persons who have been arrested, brought to any Osceola County facility, classified and housed anywhere in Osceola County within the last ten (10) years will be denied.
9. Any Contractor personnel who will have continuous access to any County facility, or have the ability to view or access sensitive information within these facilities will need to be fingerprinted in addition to having their background check conducted.
10. The initial cost at contract start-up will be covered by the County, any subsequent investigations, at any time, for any reason, may be at the cost of the CONTRACTOR.
11. Only the personnel who pass the background investigations will be approved and authorized to access restricted County facilities.
12. County facilities that may mandate background investigations are:

- a. County Administration
- b. Courts
- c. Law Enforcement
- d. Corrections
- e. Constitutionals
- f. Communications
- g. Libraries (and any other facility where JLA may apply)
- h. Health Care

13. NOTE: The level of security and the requirement of a background investigation may be updated at any time, at the discretion of the County.

G. Adding and Removing Locations:

The County reserves the right to add and remove service locations as required on an as-needed basis.

- 1. When adding locations, the COUNTY shall inform the CONTRACTOR when additional locations need to be added to an awarded contract service agreement. The County and the Awarded Contractor shall negotiate the preventive service costs for Class 1 and Class 2 services. Costs shall be in alignment with current market rates and costs for similar items within the solicitation. In the interim, the services performed shall be charged at a time and material basis in accordance with the awarded agreement.
- 2. When removing a service location, the County shall inform the Contractors when services should discontinue for the location(s) in question. The Contractor shall invoice for services performed up to the date of discontinuation of service at that specific location in accordance with the executed agreement.

H. HVAC-R Services:

Contractors will provide services that can include, but are not limited to, time & material requests, scheduled preventive maintenance services, regular and routine replacement of filters, regular and routine replacement of belts, controls and automation services, routine, urgent and emergency repair services and the purchase and installation of new equipment on an as-needed basis.

1. Controls (Automation, Programming and Manufacturer specific).

The Contractor must have the ability to service ALL types of controls (i.e., pneumatic, analog, digital, Wi-Fi, etc.), proprietary and non-proprietary system automations, and be able to fully service multiple system manufactures that can be found throughout Osceola County, including, but not limited to the following:

- a. Trane
- b. Carrier
- c. EnviroSep
- d. Lennox
- e. Honeywell / Alerton
- f. Johnson
- g. Loy-Tech
- h. Niagara

- i. Trend
- j. BEC
- 2. **New Equipment.**
 - a. For equipment replacement less than or equal to \$5,000, the County's Project Manager may contact the Awarded Contractor to visit the site and provide a price proposal. If the Awarded Contractor can meet the County's timeline and the total cost of the price proposal is less than \$5,000, the County may issue a Purchase Order. The Purchase Order will constitute a Notice to Proceed.
 - b. The County reserves the right to competitively solicit for new equipment.
 - c. Work must be coordinated and approved by the County, and a funded Purchase Order (PO) must be in place before any work may commence, unless otherwise authorized in writing.
- 3. **Preventive Maintenance:** Manufacturer Recommended Inspection Requirements prevail. The Contractor is expected to, at a minimum, follow the manufacturer's suggested process when performing all preventive maintenance inspections. The apparent silence of any specification to any detail, or any apparent omission of a description regarding minimum requirements, will be regarded as meaning only the best Preventive Maintenance practice will prevail.

All recommendations to, and interpretations of these specifications will be made upon this basis at the sole discretion of the County.

- a. **Class 1 PM Inspections** – also referred to as an “Annual”, are full and comprehensive once per year inspections that include all of the basic and routine Class 2 requirements, plus the additional requirements performed annually per the manufacturer's guidelines.
- b. **Class 2 PM Inspections** – also referred to as “Semi-Annual”, “Quarterly”, “Monthly”, etc. will be basic and routine per the manufacturer's guidelines are to take place at regularly scheduled intervals per year.
For Class 1 and Class 2 expanded definitions, see the attached exhibit:

Class 1 and Class 2 Preventive Maintenance Requirements.

- c. **PM Inspection intervals** (frequency of service), are provided as a general guideline and can be found in the **HVAC-R Equipment List by Location Worksheet**. The County reserves the right, and the discretion, to adjust frequencies through the duration of the agreement as necessary. County Project Manager approval is required before any adjustment is made.
- 4. **Repairs performed during a PM Inspection:** If possible and without impacting the schedule, small repairs, or minor replacement of equipment that should be corrected or performed during a preventive maintenance inspection, with County approval, may be completed by the PM Technician, and will be billed at the PM Technician per hour labor rate, and any materials needed will be at the markup cost.
- 5. **Serviced Equipment:** A detailed listing (by location) of HVAC-R Equipment per each designated Area (or “LOT”) to be serviced under this contract will be provided as a

reference guide at the time of solicitation and updated throughout the term of the agreement. The following generic list is a partial example of the most commonly serviced equipment types throughout the County that will require routine Preventive Maintenance Inspection:

- a. AHU/CU (air-handler and condenser units)
- b. Package Units
- c. Walk-In's and Storage Units (refrigerated).
- d. DX (direct expansion)
- e. FCU (fan coil)
- f. VAV (variable air volume)
- g. CAV (constant air volume)
- h. Boilers/Water Heaters/Storage Tanks.
- i. Air Compressors.
- j. Exhaust Fans

I. Class 1 and Class 2 Preventative Maintenance Requirements:

1. The awarded contractor shall provide preventive maintenance services on a twelve (12) month rolling calendar cycle from the date of award.
2. Prior to the commencement of any work under the resulting agreement, the awarded Contractor(s) shall meet with Osceola County staff to schedule all regular, preventive maintenance inspections and services for the first year of the contract and review annually every year after.
3. Manufacturer Recommended Inspection Requirements prevail. The Contractor is expected to, at a minimum, follow the manufacturer's published maintenance procedures when performing all preventive maintenance inspections. The apparent silence of any specification to any detail, or any apparent omission of a description regarding minimum requirements, shall be regarded as meaning only the best Preventive Maintenance practice shall prevail.

All recommendations to, and interpretations of, these specifications shall be made upon this basis at the sole discretion of the County.

- a. **Class 1 PM Inspections** – also referred to as an “Annual”, are full and comprehensive once per year inspections that include all of the basic and routine Class 2 requirements; plus the additional requirements performed annually per the manufacturer's published maintenance procedures.
- b. **Class 2 PM Inspections** – also referred to as “Semi-Annual”, “Quarterly”, “Monthly”, etc. shall be basic and routine per the manufacturer's published maintenance procedures are to take place at regularly scheduled intervals per year.
- c. **PM Inspection intervals** (frequency of service), are provided as a general guideline. The County reserves the right, and the discretion, to adjust frequencies through the duration of the agreement as necessary. County Project Manager approval is required before any adjustment can be made.
4. **Class 1 & Class 2 minimum requirements defined (in the absence of the manufacturer's suggested guideline):**
 - a. **Air Conditioning Systems:** (i.e.: package units, walk-in systems, direct expansion,

split systems, and non-chilled water residential/commercial, etc.)

1) **Class 1 (once per year)**

- a) Follow the manufacturer's published maintenance procedures when applicable
- b) Check thermostat for proper operation and calibrate if necessary
- c) Along with a visual inspection, check unit for refrigerant leaks using industry standard methods and devices (i.e.: detector/meter (sniffer), flame, bubble, & etc.)
- d) Check and tighten electrical connections, contacts, relays, operating-safety controls
- e) Lubricate motor bearings per manufacturer's specifications
- f) Lubricate fan bearings per manufacturer's specifications
- g) Replace belts (and leave spare set at unit)
- h) Verify proper pulley alignment
- i) Check and adjust dampers and linkage
- j) Check motor operating conditions
- k) Clean inside air handler cabinets
- l) Check crankcase heater
- m) Inspect vibration isolators
- n) Inspect float and check-valves for proper operation
- o) Check oil level in compressor (where applicable)
- p) Inspect coils for blockage and clean
- q) Clean drain pan and add non-corrosive pan treatment
- r) Clean out the condensate pump if applicable
- s) Clean and paint external surfaces, as required
- t) Wash down the condensing coils
- u) Apply non-rinse evaporator coil cleaner to evaporator coils
- v) **Submit written report on condition of equipment**
- w) Inspect all associated VAV and CAV units (if applicable)
 - (1) Check all motor loads and electrical connections
 - (2) Check dampers/vanes (if applicable) for proper operation
 - (3) Check heaters for proper operation
 - (4) Record and report the CFM (air flow)
 - (5) Check sensors for proper operation
 - (6) Replace belts if applicable (and leave spare set at unit)
 - (7) Verify proper pulley alignment
 - (8) Replace Filter (if applicable)
 - (9) Lubricate fan and bearings

2) **Class 2 (multiple times per year)**

- a) Follow the manufacturer's published maintenance procedures when applicable
- b) Tighten and adjust belts (replace if necessary and leave spare set at unit)
- c) Verify proper pulley alignment
- d) Check operation of thermostat
- e) Replace air filters as needed and mark the date replaced (filters provided by Osceola County)

- f) Check refrigerant cycle for proper conditions
- g) Check all motor loads
- h) Check all operating and safety controls
- i) Inspect float and check-valves for proper operation
- j) Service electrical connections
- k) Check operation of crankcase heater
- l) Inspect vibration isolators
- m) Check operation of heat strips during fall inspection
- n) Clear the condensate drain line
- o) **Submit written report on condition of equipment**

b. Boilers:

a) Class 1 (once per year)

- 1) Perform all service and inspection necessary for the system to pass the annual state of Florida inspection
- 2) Follow the manufacturer's published maintenance procedures when applicable
- 3) Check and clear the ventilation system and combustions chambers
- 4) Check gas pressures and gauges
- 5) Remove and clean gas burners
- 6) Clean and inspect the heat exchangers
- 7) Check water temperature control for calibration
- 8) Clean and flush the condensate system
- 9) Check electrical wiring and electrical components
- 10) Clean and inspect the flame sensors, ignitors and burners
- 11) Check safety controls, to include by not limited to the pressure relief (pop-off) valve
- 12) Inspect float and check-valves for proper operation
- 13) Check water in / out water pressures
- 14) Check in / out water temperature
- 15) **Submit written report on condition of equipment**
- 16) Clean tubes (where applicable)

b) Class 2 (multiple times per year)

- 1) Follow the manufacturer's published maintenance procedures when applicable
- 2) Check and clear the ventilation system and combustions chambers
- 3) Check gas pressures
- 4) Remove and clean gas burners
- 5) Check water temperature control for calibration
- 6) Check electrical wiring and electrical components
- 7) Check safety controls, to include by not limited to the pressure relief (pop-off) valve
- 8) Inspect float and check-valves for proper operation
- 9) Check water in / out water pressures
- 10) Check in / out water temperature
- 11) **Submit written report on condition of equipment**
- 12) Clean tubes (where applicable)

c. Exhaust Fans:

a) Class 1 (once per year)

- 1) Follow the manufacturer's published maintenance procedures when applicable
- 2) Check electrical wiring and electrical components for proper operation
- 3) Check operation of the control circuit and the system interlocks
- 4) Check the variable frequency drive for proper operation
- 5) Inspect fan wheel or blades
- 6) Inspect shaft and motor bearings
- 7) Verify proper pulley alignment
- 8) Replace belts (and leave spare set at unit)
- 9) Verify proper pulley alignment
- 10) Lube all motors and bearings
- 11) Inspect vibration isolators
- 12) Measure motor voltage and amperage
- 13) Inspect starter/contactors and associated wiring including electrical connections for tightness

14) Submit written report on condition of equipment

b) Class 2 (multiple times per year)

- 1) Follow the manufacturer's published maintenance procedures when applicable
- 2) Check belt tension
- 3) Verify proper pulley alignment
- 4) Check bearing and motor mounting
- 5) Inspect vibration isolators
- 6) Check amp draw
- 7) Check electrical wiring and electrical components for proper operation
- 8) Check variable frequency drives for proper operation
- 9) Check the blower assembly any excessive vibration or noise and correct, as required

10) Submit written report on condition of equipment

d. Air Compressors:

a) Class 1 (once per year)

- 1) Follow the manufacturer's published maintenance procedures when applicable
- 2) Check Pump Oil Level
- 3) Oil Leak Inspection
- 4) Drain water in tank
- 5) Inspect vibration isolators
- 6) check for excessive noise and vibration
- 7) Inspect all air leaks
- 8) Inspect belts (and leave spare set at unit)
- 9) Verify proper pulley alignment
- 10) Check air filters, clean or replace
- 11) check safety relief valve
- 12) Check and tighten all bolts

- 13) Check connections for leaks
- 14) Service pump or engine
- b) **Class 2 (once per year)**
 - 1) Follow the manufacturer's published maintenance procedures when applicable
 - 2) Check Pump Oil Level
 - 3) Oil Leak Inspection
 - 4) Drain water in tank
 - 5) Inspect vibration isolators
 - 6) check for excessive noise and vibration
 - 7) Inspect all air leaks
 - 8) Inspect belts (and leave spare set at unit)
 - 9) Verify proper pulley alignment
 - 10) Check air filters, clean or replace
 - 11) check safety relief valve
 - 12) Check and tighten all bolts
 - 13) Check connections for leaks
 - 14) Service pump or engine

J. Material Purchases:

- 1. The County may purchase **HVAC-R related** parts, supplies, materials and equipment, without labor or Installation.
 - a. This is non-exclusive, and the County may, when in its best interest, purchase materials from any other source without cost or penalty.
- 2. The County will supply all filters to the vendors for services related to the resulting agreement.
 - a. The County prefers to have the filters changed out during **every** PM Service, as needed.

EXCEPTION: In certain circumstances, the County may request of the Contractor to omit the changing of the Filters during a PM Service. Upon that request, the Contractor will note this request on their service ticket and invoice.

 - 1) When Filters are replaced, the servicing technician **MUST** sign and date the Air Filters.
 - b. Belts are to be provided by the Contractor for replacement during the "Class 1" inspection, **and** on an as needed basis.
 - 1) When Belts are replaced, the servicing technician **MUST** make sure to leave (1) one complete spare set near the unit.
 - c. The County may request of the Contractor to provide filters and/or belts. When this request is made, the items may be billed as materials, and will be charged per the terms of this agreement.
- 3. Owner Purchased Materials (Owner Direct Purchase): When applicable, the County may purchase items from the Contractor in this manner as prescribed by Florida Statute.

K. Salvage:

- 1. The County reserves the first right of salvage for any and all materials of value from

items that are scheduled to be removed as part of any work associated with this Scope of Work and the resulting agreement.

2. Throughout the Term of the Agreement, at any time should the Contractor desire items for salvage, they must submit the request in writing to the County Contract Manager.
3. The County, at its sole discretion, when in its best interest, may refuse that request in all or in part without incurring additional costs, fees or penalties

L. Hours of Work:

1. **Normal Business Hours** – Normal Business hours are between the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding County holidays. Work performed during these hours will be billed as “**Straight Time Hours**” work. The Contractor is expected to perform work during these hours unless approved in advance and in writing by the County’s Project Manager or designee.
 - a. Work scheduled in advance to be performed after Normal Business Hours shall be charged as “Straight Time Hours” work.
2. **After Hours** – After Hours are between the hours of 5:01 PM to 6:59 AM or on Saturday or Sunday or on County holidays. Work performed during these hours, including Emergency Work, will be billed as “**Over-Time Hours**” work. Work cannot be performed during these time frames unless approved in advance by the County’s Project Manager or designee.
3. **Emergency Call Out:** Emergency Call Outs shall be charged at the “Over-Time Hours” rate, unless the Emergency Call out takes place during Normal Business Hours.
4. The County reserves the right to negotiate the hourly charge for work that starts during the Normal Business Hours but is completed within two hours after the start of After Hours.
5. No work may be performed on County holidays or after normal business hours without prior written authorization by the County’s Project Manager or designee.

M. Labor Rates:

1. Proposer’s are asked to provide labor rates, per hour, based on three labor categories noted:
 - a. Preventative Maintenance Technician
 - b. Service Technician
 - c. Controls Technician
2. The labor categories are divided into two classes:
 - a. Straight Time Hours
 - b. Overtime Hours
3. The Labor Rates detailed in the Price Schedule apply to all services herein.
4. The Labor Rates provided by the Contractor will be considered “all-inclusive” of wages, benefits, shop fees, travel costs, fuel charges and all other costs.
5. The preventive services quotes are inclusive of labor charges. Labor shall not be included as a separate charge for the performance of preventive maintenance, only for repair work.

N. Subcontracted Labor:

1. The awarded contractor is required, and must be able to perform, fifty percent

(50%) of the work described in this solicitation without the use of subcontractors.

2. Should the Contractor require the services of a subcontractor, the services and subcontractor's pricing must be detailed on the invoice submitted to the County (with back-up receipts and documentation).
3. The County will pay the Contractor for the sub-contracted services at the Contractor's cost, as a reimbursement.
4. The County will consider a **markup percentage for subcontracted labor of no more than 10%.**
5. The Contractor is responsible for all payments to their subcontractors.
6. The Contractor assumes all liability and is solely responsible for ALL subcontractor work and actions.
7. At the County's sole discretion, the Contractor may utilize subcontracted labor for other related Tradesmen.
8. The use of subcontractors must be approved in advance by the County. The County will have full discretion over whether the Contractor may or may not utilize a subcontractor.

O. Mark-Up Parts and Materials Pricing: The Contractor may provide a mark-up percentage over the cost of parts and materials.

1. The awarded contractor must provide a copy of the invoice that clearly shows the cost the awarded contractor paid for the parts and/or materials used with their invoice showing the mark-up costs.
2. The County will consider a **markup percentage for parts and materials of no more than 10%.**
3. The County reserves the right to negotiate a lower percentage markup on parts and materials on major repairs and replacements.

P. Equipment Rentals Reimbursement:

1. Should the Contractor require the use of equipment, such as specialty and heavy equipment, the rental of such equipment and pricing must be detailed on the invoice submitted to the County (with back-up receipts and documentation).
2. The County will pay the Contractor for the rental of equipment the Contractor's cost, as a reimbursement.
3. The County will consider a **markup percentage for equipment rentals of no more than 10%.**
4. The Contractor is responsible for all payments for equipment rental.
5. If the Contractor currently owns the equipment they wish to use, the maximum they can charge for equipment rental is the published rental costs they have for regular customers.
6. The Contractor assumes all liability and is solely responsible for ALL equipment rentals they obtain.
7. The use of rental equipment must be approved in advance by the County.

Q. Unforeseen Expenses Reimbursement:

The County recognized that unforeseen expenses may arise.

1. The County will reimburse for unforeseen expenses, including taxes, freight and permits.
2. The County will consider a **markup percentage for unforeseen expenses of no more than 10%.**
3. The awarded contractor must provide substantiating information supporting the cost, plus their markup, for expenses under this reimbursement.
4. The awarded contractor must obtain approval of charges for unforeseen expenses by the County for any unforeseen charges the awarded contractor intends to invoice the County.

R. Firm Prices: Prices for goods and services covered in the specifications will be firm; net delivered, to the ordering agency, Freight on Board (F.O.B.) DESTINATION, vendor paying all delivery costs, and will remain firm for the period of the agreement. No additional fees or charges will be accepted. Pricing provided for estimates, quotes or proposals will be held by the vendor for a minimum of 90 days.

S. Response:

1. Preventive Maintenance Services: The Awarded Contractor shall schedule preventive maintenance services during Standard Time hours, unless approved, or requested and approved, in advance by the County's Project Manager or designee. Prior to the start of services, and annually thereafter, the Awarded Contractor shall meet with the County's Project Manager, or designee, to review preventive maintenance cycles and timing to determine if adjustments need to be made.
2. Repairs: For repairs, the Awarded Contractor's Repair Technician must respond onsite to the County's request within forty-eight (48) hours unless agreed upon in advance. For contacts made after 2:00 PM, the Awarded Contractor must respond to the County by 11:00 AM the following business day.
3. Emergency Response Repairs: For emergency repairs, the Awarded Contractor must respond onsite to the County's initial request within two hours of contact, and be onsite within four (4) hours after notification. The Awarded Contractor must be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year to respond to a request for emergency repairs as requested by the County's Project Manager or designee.

T. Contacts:

The Awarded Contractor must provide to the County detailed contact information for the following services, at a minimum:

1. Scheduling of standard business and non-standard business hours
2. Primary and Secondary contact information for emergency services point of contact twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days a year. Should the County be unable to make contact with the primary contact, the County will attempt contact with a secondary contact.
3. General billing/invoicing, accounts payable questions.

U. Billing: The County will only pay for time and material actually used on each job. All work

by the Contractor will be verified by the County's Project Manager or designee for billing accuracy.

1. The Contractor's billing/invoice must be received by the County **no later than 30 days** after services rendered, and must adhere to negotiated pricing.
2. Billing must be detailed to include, but not be limited to:
 - a. Purchase Order number;
 - b. Date and Time of the service;
 - c. Address and Location of service and name of County representative authorizing service;
 - d. Equipment Label/I.D.;
 - e. Type of Service performed (i.e.: PM, Repair, Emergency, etc.);
 - f. All materials, labor hours, services and supplies charged to the County are to be itemized with Contract pricing;
 - g. Copies of the Contractor's material receipts will be submitted with each invoice; and,
 - h. Material Mark-up rate will be noted.
3. The Contractor will not submit invoices with minimum billing charges. (The County will not accept minimum billing charges).
4. The Contractor will not submit invoices that list multiple jobs on a single invoice. The Contractor shall provide a separate service ticket for each work day for work and supporting documents with all invoices for verification of actual labor hours and parts used on the job. Each service ticket shall be signed and dated by the County representative each day as acknowledgement of work performed. The Contractor shall submit complete documentation to include the name of the County Representative who requested the work and confirmation that the work was completed.
5. The Contractor shall submit monthly statements of unpaid invoices to the appropriate County department. The Contractor shall not combine statements for different departments utilizing this contract. Each request for work will be authorized by the appropriate County department.
6. At a minimum, the statement shall contain the following information:
 - a. Statement date
 - b. Invoice numbers
 - c. Invoice dates
 - d. Invoice total or unpaid balance if different from invoice total
 - e. Delivery order number corresponding to each invoice listed
 - f. Balance carry forward
 - g. Cumulative outstanding balance
 - h. Location of Service rendered
7. Invoices containing any additional charges other than those authorized and agreed to by the County in advance of the service, or missing information pertinent to the service performed, may be returned to the Contractor, and those portions will remain unpaid until corrected.
8. Under no circumstances, will the County be liable for services or purchases that are not authorized by the County in writing.
9. Delivery confirmation does not constitute agreement of additional terms, conditions or pricing changes.

- V. **Delivery:** Delivery of services will be to the locations assigned by the County.
- W. **Travel Time Expenses:** The Contractor's time will start on the job site. Any travel time expenses to and from the job site will be borne by The Contractor and will not be reimbursed by the County.
- X. **Workmanship and Inspection:**
1. All work under the resulting contract will be performed in a skillful and professional manner. The County may, in writing, require the Contractor to remove any employee from a jobsite that the County deems incompetent or careless.
 2. The County will make inspections at our discretion of the work performed under the contract.
 3. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.
 4. All deficiencies noted during an inspection will be corrected by the Contractor at no additional cost to the County.
 5. If the Contractor fails to correct the defects within seven (7) days, the County will be entitled to have such work remedied by other sources and the Contractor may be fully liable for all costs and expenses reasonably incurred by the County.
- Y. **Equipment Quality:**
1. All materials for the performance of these services will be furnished by the Contractor unless otherwise noted, and must be approved by the County prior to being used.
 2. The County reserves the right to furnish materials.
 3. If requested by the County, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment utilized for services.
 4. In the event an item is found to be defective when delivered and/or installed, the Contractor will immediately replace the item at no cost to the County.
- Z. **Refrigerant Logs:** The Contractor is responsible for maintaining ALL mandated record keeping associated with the use of Refrigerants, and MUST make those logs and reports available to the County immediately upon request.
- AA. **Keys:** If keys or electronic access items of any kind are provided to the Contractor, and subsequently lost, the Contractor will be responsible for the entire cost of the loss up to and including a total facility "re-key".
- BB. **Licensing:** It is the Contractor's responsibility to ensure that any work performed by individuals who are fully qualified, certified and/or licensed to engage in such activity. Upon request of the County's Project Manager or designee, credentials proving such qualifications must be presented immediately.
- CC. **Permitting:** The Contractor will obtain ALL permits and other documents necessary to complete the scope of services. The County will reimburse the Awarded Contractor at cost.

NOTE: For projects permitted through the Osceola County Building Department, the County is exempt from paying permit fees with the exception of Radon.

DD. Clean-Up:

1. The Contractor will, at all times, keep the adjacent areas of the job site free from accumulation of waste materials or rubbish caused by their operations.
2. The Contractor will remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies and materials, leaving the job site in a clean, ready to use condition.
3. The Contractor will **not** use trash receptacles on the County's premises without authorization.
4. All waste materials associated with these services will be handled in accordance with all federal, state and local regulations.
5. Any hazardous materials will be disposed of as prescribed by law and the Contractor will provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

EE. Warranty:

1. The Contractor warrants to the County that all work, labor, materials, parts, equipment, and workmanship will be of good quality, free from faults and defects, under normal usage conditions, and in conformance with the project specifications.
2. All work, labor, materials, parts, equipment, and workmanship not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the County.
3. Failure to support this warranty requirement (as determined by the County) may, at the option of the County, result in non-payment for services related to the defect; and may result in the issuance of a Vendor Performance Report, and a Notice to Cure that could result in termination of this contract.
4. The warranty for work/labor will be one (1) year after completion of the services.
5. The warranty for materials, parts, and equipment will be one (1) year after completion of the services, **and** will include the standard manufacturers' warranties – whichever is greater.
6. Manufacturer/Contractor warranties and extended warranties may be provided in addition to the mandated minimum warranty noted above.

FF. Standard of Care:

1. The Contractor will supervise and direct all work, in accordance with industry standards and any applicable manufacturer's instructions, and may not in any way void a manufacturer's warranty.
2. The Contractor will be responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Services.
3. The Contractor will provide an adequate number of skilled workers who are thoroughly trained and experienced in providing the services that are the subject of this specification.
4. The Contractor will be responsible to Osceola County for the acts and omissions of their employees, subcontractors and their agents and employees, and all other persons

- performing any of the work as specified herein.
5. The Contractor's Project/Contract Manager will have full authority to act on behalf of the Contractor on all matters relating to daily operation of the contract.
 6. The Contractor's Project/Contract Manager will be available during normal business hours within forty-eight (48) hours, to meet with County personnel for scheduled maintenance and/or repairs, and within two (2) hours for any emergency services.

GG. Standard Operating Procedures:

1. All non-emergency scheduled services will be coordinated by Osceola County.
 - a. Upon arrival to any job site, the Contractor will notify the contact person for that specific location.
 - b. At the completion of the services, a work order will be submitted to the County representative for signature.
2. For unscheduled services, the Contractor will prepare a written estimate of the labor and materials required to complete the work.
 - a. The estimate will provide the hourly labor rates for each required worker, number of hours required per classification, subcontractors' costs, if applicable, and a list of materials required to perform the work.
 - b. The list of materials will include description, the contractor's cost, manufacturer, and manufacturer part number.
 - c. The estimate will also include approximate start and end dates and time, and any additional tasks necessary to satisfactorily accomplish the work.
 - d. The Contractor must submit the estimate to the County's representative within three (3) business days, or as otherwise directed, from the receipt of a work request.
 - e. If requested by the County, the County will provide a scope of work that details the specific work description.
 - f. The County will not reimburse the Contractor for any costs associated with the preparation of the estimate.
3. The Contractor will conform to all federal, state and local regulations during the performance of the Agreement.
 - a. Any fines levied due to inadequacies, or failure to comply with any requirements, will be the sole responsibility of the Contractor.
4. Precautions will be exercised at all times for the protection of County personnel and property, and persons and property relating to other vendors or contractors or County residents.
5. When applicable, barriers will be provided by the Contractor when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the County's representative.
6. The Contractor will replace or repair any loss or damage, caused by the Contractor during execution of this agreement.
7. The Contractor will contact the County's representative to notify them of any interruptions.
8. Following the completion of the services, the Contractor will provide the County with a complete bill of materials and cut sheets, and any applicable warranty information.
9. Proper behavior and language by all employees of the Contractor and subcontractor is strictly required.

HH. Standard Operating Procedures:

Primary and Secondary Food Service Assignments:

The County has selected a primary and secondary contractor for preventive maintenance and repairs on heating, ventilation, and air conditioning systems related to split system and package unit. food service provider. The CONTRACTOR in this Agreement is the primary provider of the services described in this Agreement. In the event food services are needed by the COUNTY, this primary CONTRACTOR will be contacted to provide the services described herein. Should the primary CONTRACTOR indicate they are unable to respond within the time frame described herein, OR fail to respond within the time frame described herein, the COUNTY, in its sole discretion, will request services described in this Agreement with the secondary CONTRACTOR.

Exhibit B

PRICE PROPOSAL

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.1	Communication Tower Site B 3562 N Kenansville Road Kenansville, Florida 34739										
2.1.1	PKG 1	Carrier	50ES-060-301TP	3008G30249	N/A	2008	PKG	Side of Bldg.	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 30.00	each
2.1.2	PKG 2	Carrier	50ES-060-301TP	3008G30250	N/A	2008	PKG	Side of Bldg.	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 30.00	each
2.2	Communication Tower Site C 5801 N Canoe Creek Road Kenansville, Florida 34739										
2.2.1	PKG 1	Carrier	50ES-060-301TP	3008G30245	N/A	2008	PKG	Side of Bldg.	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 30.00	each
2.2.2	PKG 2	Carrier	50ES-060-301TP	3208G31246	N/A	2008	PKG	Side of Bldg.	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 30.00	each
2.3	Communication Tower Site D 4104 Hunt Road Kissimmee, Florida 34746										
2.3.1	PKG 1	Carrier	50ES-060-301TP	4008G40932	N/A	2008	PKG	Side of Bldg.	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 30.00	each
2.3.2	PKG 2	Carrier	50ES-060-301TP	4008G40939	N/A	2008	PKG	Side of Bldg.	Class 1 PM	\$ 110.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
									Class 2 PM	\$ 30.00	each
2.4	Communication Tower Site E 8803 Nova Road Saint Cloud, Florida 34773										
2.4.1	PKG 1	Carrier	50ES-060-301TP	4008G40934	N/A	2008	PKG	Side of Bldg.	Class 1 PM Class 2 PM	\$ 110.00 \$ 30.00	each each
2.4.2	PKG 2	Carrier	50ES-060-301TP	4008G40935	N/A	2008	PKG	Side of Bldg.	Class 1 PM Class 2 PM	\$ 110.00 \$ 30.00	each each
2.5	Communication Tower Site F 1401 S Poinciana Boulevard Kissimmee, Florida 34746										
2.5.1	PKG 1	Carrier	50ES-060-301TP	4008G40938	N/A	2008	PKG	Side of Bldg.	Class 1 PM Class 2 PM	\$ 110.00 \$ 30.00	each each
2.5.2	PKG 2	Carrier	50ES-060-301TP	4008G40937	N/A	2008	PKG	Side of Bldg.	Class 1 PM Class 2 PM	\$ 110.00 \$ 30.00	each each
2.6	Communication Tower Site G 1801 E State Road 60 Okeechobee, Florida 34972										
2.6.1	PKG 1	Carrier	50ES-060-301TP	4008G40933	N/A	2008	PKG	Side of Bldg.	Class 1 PM Class 2 PM	\$ 110.00 \$ 30.00	each each
2.6.2	PKG 2	Carrier	50ES-060-301TP	4008G40936	N/A	2008	PKG	Side of Bldg.	Class 1 PM Class 2 PM	\$ 110.00 \$ 30.00	each each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.7	Communication Tower Site I 2200 Sand Hill Road Kissimmee, Florida 34747										
2.7.1	PKG 1	Bard	WA702-A05XPxxl	264P0318710 54-02	N/A	2003	PKG	Side of Bldg.	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 30.00	each
2.7.2	PKG 2	Bard	WA702-A05XPxxl	264P0318710 55-02	N/A	2003	PKG	Side of Bldg.	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 30.00	each
2.8	Fire Station 42 - Poinciana 2000 North Poinciana Boulevard Kissimmee, Florida 34746										
2.8.1	AHU 1	Carrier	39mno3d023nyd33xps	38auzb08a0b 5a0a0a0a	A40 (1)	2016	Air Handler	Attic	Class 1 PM	\$ 125.00	each
	CU 1		38auzb08a0b5a0a0a0	1116c94040	N/A		Condenser	Ground	Class 2 PM	\$ 30.00	each
2.8.2	AHU 2	Carrier	FX4DNF049	1716A89406	N/A	2016	Air Handler	Attic	Class 1 PM	\$ 125.00	each
	CU 2		25HCE448A300	1816E01267	N/A		Condenser	Ground	Class 2 PM	\$ 30.00	each
2.8.3	AHU 3	Carrier	FX4DNF049	1516A85248	N/A	2016	Air Handler	Attic	Class 1 PM	\$ 125.00	each
	CU 3		25HCE448A300	1816E01265	N/A		Condenser	Ground	Class 2 PM	\$ 30.00	each
2.9	Sheriff's Substation - West 192 2000 North Poinciana Boulevard Kissimmee, Florida 34746										
2.9.1	AHU 1	Carrier	FX4DNF061	0216A85170	N/A	2016	Air Handler	Attic	Class 1 PM	\$ 125.00	each
	CU 1		25HCE460A300	1316E05308	N/A		Condenser	Ground	Class 2 PM	\$ 30.00	each
2.9.2	AHU 2	Carrier	FX4DNF061	0216A85180	N/A	2016	Air Handler	Attic	Class 1 PM	\$ 125.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.9.3	CU 2		24ACC460A300	0716E13659	N/A		Condenser	Ground	Class 2 PM	\$ 30.00	each
	AHU 3	Carrier	FX4DNF061	0216A85161	N/A	2016	Air Handler	Attic	Class 1 PM	\$ 125.00	each
	CU 3		25HCE460A300	1316E05306	N/A		Condenser	Ground	Class 2 PM	\$ 30.00	each
2.10	Fire Station 43 - Campbell City 1665 Broad Street Kissimmee, Florida 34746										
2.10.1	AHU 1	Carrier	FV4BNB006000AAAA	3804A73972	N/A	2004	Split system	Attic	Class 1 PM	\$ 125.00	each
	CU1		38EYG060300	4104E26970	N/A			Ground	Class 2 PM	\$ 30.00	each
2.10.2	AHU 2	Carrier	PF1MNB060	3103A75982	N/A	2005	Split system	Attic	Class 1 PM	\$ 125.00	each
	CU2	Bryant	562CJ060-A	2902E20203	N/A			Ground	Class 2 PM	\$ 30.00	each
2.11	Fire Station 51 - Narcoossee 5026 Yukon Street St Cloud, Florida 34770										
2.11.1	AHU 1	PAYNE	PF1MNC031	4407A69038	N/A	2007	Split System	Closet	Class 1 PM	\$ 110.00	each
	CU 1		PH13NR030-F	0408X73256	N/A			Ground	Class 2 PM	\$ 30.00	each
2.11.2	AHU 2	PAYNE	PF1MNC031	4407A69007	N/A	2007	Split System	Closet	Class 1 PM	\$ 110.00	each
	CU 2		PH13NR030-F	0408X73310	N/A			Ground	Class 2 PM	\$ 30.00	each
2.12	Fire Station 52 - Pine Grove 1420 Pine Grove Road St Cloud, Florida 34771										
2.12.1	UNIT 1	Bard	WA48A2-A10XX4XXX	400H1734467 19-02	N/A	2017	package	side of building	Class 1 PM	\$ 110.00	each
					Class 2 PM				\$ 28.00	each	

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.12.2	UNIT 2	Bard	WA48A2-A10XX4XXX	400H1734482 04-02	N/A	2017	Package	side of building	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 28.00	each
2.12.3	AHU 1	Payne	FB4CNF024	2017A74172	N/A	2017	Split System	In Loft	Class 1 PM	\$ 110.00	each
	CU1		UNKNOWN	N/A	N/A				Class 2 PM	\$ 28.00	each
2.12.4	AHU 2	Payne	UNKNOWN	N/A	N/A	2017	Split System	Ground	Class 1 PM	\$ 110.00	each
	CU 2		PA14NC024-A	1417X50549	N/A				Class 2 PM	\$ 28.00	each
2.12.5	AHU 3	Payne	UNKNOWN	N/A	N/A	2017	Split System	Ground	Class 1 PM	\$ 110.00	each
	CU3		UNKNOWN	N/A	N/A				Class 2 PM	\$ 28.00	each
2.13	Fire Station 53 - Deer Run 4070 Hickory Tree Road St Cloud, Florida 34772										
2.13.1	AHU 1	Trane	TWE048C14FC0	5052WC21V	N/A	2005	Split System	Closet	Class 1 PM	\$ 110.00	each
	CU 1		ZT1TB0048A10000AA	5084U604F	N/A			Ground	Class 2 PM	\$ 28.00	each
2.13.2	AHU 2	Trane	TWE048C14FC0	5052PYY2V	N/A	2005	Split System	Closet	Class 1 PM	\$ 98.00	each
	CU 2		ZT1TB0048A10000AA	5083PDA4F	N/A			Ground	Class 2 PM	\$ 110.00	each
2.14	Fire Station 54 - Harmony 3600 Arthur J Gallagher Boulevard St Cloud, Florida 34773										
2.14.1	AHU 1	Trane	4TEC3F48B1000AA	8512TF42V	N/A	2009	Split System	HVAC Room	Class 1 PM	\$ 110.00	each
	CU 1		4TTA3048A3000AA	8435UEB2F	N/A			SW Ground	Class 2 PM	\$ 28.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.14.2	AHU 2	Trane	4TEC3F48B1000AA	85128UC2V	N/A	2009	Split System	HVAC Room	Class 1 PM	\$ 110.00	each
	CU 2		4TTA3048A3000AA	8491XC62F	N/A			SW Ground	Class 2 PM	\$ 28.00	each
2.14.3	AHU 3	Trane	4TEC3F48B1000AA	84227D92V	N/A	2009	Split System	HVAC Room	Class 1 PM	\$ 98.00	each
	CU 3		4TTA3048A3000AA	8491XDR2F	N/A			SW Ground	Class 2 PM	\$ 28.00	each
2.14.4	AHU 4	Trane	4TEC3F48B1000AA	85128T62V	N/A	2009	Split System	HVAC Room	Class 1 PM	\$ 98.00	each
	CU 4		4TTA3048A3000AA	8491W1T2F	N/A			SW Ground	Class 2 PM	\$ 28.00	each
2.15	Fire Station 55 - Holopaw 8807 Community Center Road St Cloud, Florida 34773										
2.15.1	CU 1	Carrier	24ABR360A550	4107E10462	N/A	2007	Split System	Ground	Class 1 PM	\$ 110.00	each
	AHU 1		FA4CNB060	3807A82953	N/A			Mechanical Rm	Class 2 PM	\$ 30.00	each
2.15.2	CU 2	Carrier	24BR360A550	4107E10433	N/A	2007	Split System	Ground	Class 1 PM	\$ 110.00	each
	AHU 2		FA4CNB060	2807A82956	N/A			Mechanical Rm	Class 2 PM	\$ 30.00	each
2.16	Fire Station 57 - Kenansville 1130 S. Canoe Creek Road Kenansville, Florida 34739										
2.16.1	AHU 1	Trane	ZREC3F48A1000AA	5372U5Q2V	N/A	2005	Split-system	Closet	Class 1 PM	\$ 158.00	each
	CU 1		ZTTB0048A10000AA	5014SJ43F	N/A			Ground	Class 2 PM	\$ 48.00	each
2.16.2	AHU 2	Trane	ZTEC3F481000AA	5372U5U2V	N/A	2005	Split-system	Closet	Class 1 PM	\$ 158.00	each
	CU 2		ZTTB0048A1000AA	5014SJ63F	N/A			Ground	Class 2 PM	\$ 48.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.17	Fire Station 62 - Buenaventura Lakes 279 Royal Palm Drive Kissimmee, Florida 34743				VAV total count per location: 12						
2.17.1	AHU 1	Trane 6 VAV's	TWE120E3R4BA	17242U57BA	BX52	2018	Split system	East Side	Class 1 PM	\$ 108.00	each
	CU 1		TTA12043DAA00AR0100	18141753YA	N/A				Class 2 PM	\$ 30.00	each
2.17.2	AHU 2	Trane 6 VAV's	TWE120E3R4BA	17242U57BA	BX52	2018	Split system	West Side	Class 1 PM	\$ 108.00	each
	CU 2		TTA120H30RAA	17404NU2YA	N/A				Class 2 PM	\$ 30.00	each
2.17.3	AHU 3	MITSUBISHI	PKA-A18HA7	76A04756C	NA	2018	Mini-Split	MDF room	Class 1 PM	\$ 108.00	each
	CU 3		PUY-A18NKA7	62U01759B	Class 2 PM				\$ 30.00	each	
2.17.4	OAU 1	Addison	HCA071BD7C3G	17090570200 1	B-42	2018	Split system	East side	Class 1 PM	\$ 98.00	each
	OACu 1		RCA061A0003G	17090570100 1					Class 2 PM	\$ 30.00	each
2.17.5	OAU 2	Addison	HCA071BD7C3G	17090570200 2	NA	2018	Split system	West side	Class 1 PM	\$ 108.00	each
	OACu 2		RCA061A0003G	17090570100 2					Class 2 PM	\$ 30.00	each
2.18	Fire Station 63 - Shady Lane 1097 Shady Lane Kissimmee, Florida 34744										
2.18.1	CU 1	Payne	PA13NR042-E	2907X68564	N/A	2007	Split System	Ground	Class 1 PM	\$ 110.00	each
	AHU 1		FK4DAF005	3107A83061	N/A				Class 2 PM	\$ 30.00	each
2.18.2	PKG 1	Bard	WA484-A10XX4XXX	236M0217711 51-02	N/A	2002	PKG	ON TRAILER	Class 1 PM	\$ 98.00	each
					Class 2 PM				\$ 30.00	each	

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.18.3	PKG 2	Bard	WA484-A10XX4XXX	236M0217711 56-02	N/A	2002	PKG	ON TRAILER	Class 1 PM Class 2 PM	\$ 98.00 \$ 30.00	each each
2.19	Fire Station 64 - Overstreet 3385 Pleasant Hill Road Kissimmee, Florida 34758					VAV total count per location:		12			
2.19.1	AHU 1	Trane 6 VAV's	TWE090E304AA	16265X9DBA	BX52	2016	Split System	Mechanical Room	Class 1 PM	\$ 110.00	each
	CU 1		TTA090H300AA	16221NM4YA	N/A			Back of building	Class 2 PM	\$ 30.00	each
2.19.2	AHU 2	Trane 6 VAV's	TWE120E304AA	16271SX5BA	BX52	2016	Split System	Mechanical Room	Class 1 PM	\$ 98.00	each
	CU 2		TTA120H300AA	162548KOYA	N/A			Back of building	Class 2 PM	\$ 30.00	each
2.19.3	AHU 3	MITSUBISHI	PKA-A18HA6	5ZA06450A	N/A	2016	mini split	Com room	Class 1 PM	\$ 98.00	each
	CU 3		PUY-A18NHA6	5YUO4435A	N/A			Back of building	Class 2 PM	\$ 30.00	each
2.20	Fire Station 71 - W/192 8706 West Irlo Bronson Memorial Highway Kissimmee, Florida 34747										
2.20.1	Pkg 1	Carrier	PA3ZNB024000ABTP	0514C99360	N/A	2014	Package Unit	Ground	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 30.00	each
2.20.2	CU 1	Carrier	PH13NB048-B	1014X64227	N/A	2014	Split System	Ground	Class 1 PM	\$ 98.00	each
								Closet	Class 2 PM	\$ 30.00	each
2.21	Fire Station 72 - Celebration 595 Celebration Place Kissimmee, Florida 34747										
2.21.1	AHU 1	Carrier	FX4DNFO61	2610A89604	N/A	2010	Split System	Closet	Class 1 PM	\$ 110.00	each
	CU 1		25HBD548A300	3210EO1155	N/A			Ground	Class 2 PM	\$ 30.00	each

Area "LOT" 2- Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.21.2	AHU 2	Carrier	FX4DNF061	2610A89615	N/A	2010	Split System	Closet	Class 1 PM	\$ 98.00	each
	CU 2		25HBD548A300	3910E10070	N/A			Ground	Class 2 PM	\$ 30.00	each
2.21.3	Exhaust Fan	UNKNOWN	UNKNOWN	N/A	N/A	2017	Fan	Attic	Class 1 PM	\$ 98.00	each
									Class 2 PM	\$ 30.00	each
2.22	Fire Station 73 - Reunion 7855 Osceola / Polk Line Road Davenport, Florida 33896					VAV total count per location:		12			
2.22.1	AHU 1	Trane 6 VAV's	TWE09043BAA000ABA	18142737BA	BX52	2018	Split	West Side	Class 1 PM	\$ 110.00	each
	CU 1		TTA12043DAA000AR01000	18141753YA	N/A			Back	Class 2 PM	\$ 25.00	each
2.22.2	AHU 2	Trane 6 VAV's	TWE120043BAA000AB4	1814772BA	BX52	2018	Split	East Side	Class 1 PM	\$ 110.00	each
	CU 2		TTA09043DAA000AR010000	18151478ya	N/A			Back	Class 2 PM	\$ 25.00	each
2.22.3	AHU 3	Trane	4MUW4512A10N0A	1727S2100X	N/A	2018	Mini-Split	MFD Room	Class 1 PM	\$ 100.00	each
	CU 3		4TUK4512A10N0A	1727S2288X				Back	Class 2 PM	\$ 25.00	each
2.22.4	OAU 1	Trane	HCA071BD7C3G	180701002001	BX42	2018	Split	East Side	Class 1 PM	\$ 100.00	each
	OACu 1		RCA061A0003G	180701001001	N/A			Back	Class 2 PM	\$ 25.00	each
2.22.5	OAU 2	Trane	HCA071BD7C3G	180316402001	BX42	2018	Split	West Side	Class 1 PM	\$ 100.00	each
	OACu 2		RCA061A0003G	180316401001	N/A			Back	Class 2 PM	\$ 25.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.23	Sheriff's Training Facility 3901 Arthur J Gallagher Boulevard St Cloud, Florida 34773										
2.23.1	AHU 1	Carrier	FVCNF003	0318F46728	N/A	2018	Split System	Mechanical Room	Class 1 PM	\$ 110.00	each
	CU 1		25HBC524A300	0318E10154	N/A			Back of building	Class 2 PM	\$ 25.00	each
2.23.2	AHU 2	Carrier	40MA	N/A	N/A	2018	mini split	Watch Tower	Class 1 PM	\$ 98.00	each
	CU 2		38MAQB18R--3	3917V10735	N/A				Class 2 PM	\$ 25.00	each
2.23.3	AHU 3	LG	LMN248HVT	N/A	N/A	2018	mini split	Watch Tower 2	Class 1 PM	\$ 98.00	each
	CU 3		LMU30CHV	706KCTB1G609	N/A				Class 2 PM	\$ 25.00	each
2.23.4	AHU 4	LG	LSN120HSV4	N/A	N/A	2018	mini split	Watch Tower	Class 1 PM	\$ 98.00	each
					N/A				Class 2 PM	\$ 25.00	each
2.23.5	Package	Therma-Star	4033730	F1780807	N/A	2018	Dehumidifier	Mechanical Room	Class 1 PM	\$ 98.00	each
									Class 2 PM	\$ 25.00	each
2.24	704 Generation Point Kissimmee, Florida 34744										
2.24.1	AHU 1	YORK	AHP60D3XH21B	A0M8465220	N/A	2009	Air Handler	1ST FLOOR	Class 1 PM	\$ 125.00	each
	CU 1		H1RD060S25B	WOA9518828	N/A			ROOF	Class 2 PM	\$ 30.00	each
2.24.2	AHU 2	YORK	F5FP0606H06T2CA	A0G7058030	N/A	2009	Air Handler	1ST FLOOR	Class 1 PM	\$ 80.00	each
	CU 2		H1RD048525B	WOA9530267	N/A			ROOF	Class 2 PM	\$ 30.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.24.3	AHU 3	YORK	AHP60D3XH21B	A0M8466462	N/A	2009	Air Handler	1ST FLOOR	Class 1 PM	\$ 80.00	each
	CU 3		H1RD060S25B	W0N8506055	N/A		Condensing Unit	ROOF	Class 2 PM	\$ 30.00	each
2.24.4	AHU 4	YORK	LA090C00A6AAA1B	N0G8147462	A36 (1)	2009	Air Handler	2ND FLOOR	Class 1 PM	\$ 80.00	each
	CU 4		HA090C00A2AAA1A	N0M8454756	N/A		Condensing Unit	ROOF	Class 2 PM	\$ 30.00	each
2.24.5	AHU 5	YORK	AHP60D3XH21B	A0M8462921	N/A	2009	Air Handler	2ND FLOOR	Class 1 PM	\$ 80.00	each
	CU 5		H1RD060S25B	W0A9530391	N/A		Condensing Unit	ROOF	Class 2 PM	\$ 30.00	each
2.24.6	AHU 6	YORK	LA090C00A6AAA1B	N0N8495927	A36 (1)	2009	Air Handler	2ND FLOOR	Class 1 PM	\$ 80.00	each
	CU 6		HA090C00A2AAA1A	N0M8454758	N/A		Condensing Unit	ROOF	Class 2 PM	\$ 30.00	each
2.24.7	AHU 7	YORK	AHP60D3XH21B	A0M8466470	N/A	2009	Air Handler	3RD FLOOR	Class 1 PM	\$ 80.00	each
	CU 7		H1RD060S25B	W0N8506053	N/A		Condensing Unit	ROOF	Class 2 PM	\$ 30.00	each
2.24.8	AHU 8	YORK	LA090C00A6AAA1B	N0N8495924	A36 (1)	2009	Air Handler	3RD FLOOR	Class 1 PM	\$ 80.00	each
	CU 8		HA090C00A2AAA1A	N0F6547791	N/A		Condensing Unit	ROOF	Class 2 PM	\$ 30.00	each
2.24.9	AHU 9	YORK	LA090C00A6AAA1B	N0N8510481	A36 (1)	2009	Air Handler	3RD FLOOR	Class 1 PM	\$ 80.00	each
	CU 9		HA090C00A2AAA1A	N0N8494089	N/A		Condensing Unit	ROOF	Class 2 PM	\$ 30.00	each
2.24.10	PACKAGE UNIT	YORK	DH090C00A2AAA6B	N0N8510662	A49 (1)	2009	PACKAGE UNIT	ROOF	Class 1 PM	\$ 80.00	each
								Class 2 PM	\$ 30.00	each	
2.24.11	MINI SPLIT	MITSUBISHI	PKA-A12HA6	5XA04259A	N/A	2015	WASHABLE	2ND FLOOR	Class 1 PM	\$ 70.00	each
								Class 2 PM	\$ 30.00	each	

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.25	320 N. Beaumont Avenue Kissimmee, Florida 34741										
2.25.1	CU 1	Carrier	38AK-007--611	2099G00212	N/A	1999	Condenser	outside west	Class 1 PM	\$ 110.00	each
	AHU 1		40RM-007-B6006C	3999F52920	A39 (1)		AHU	west hall	Class 2 PM	\$ 49.00	each
2.25.2	CU 2	Carrier	38AKS014--610	2599F29041	N/A	1999	Condenser	outside west	Class 1 PM	\$ 98.00	each
	AHU 2		38AK00B-611	3999F52921	A39 (1)		AHU	north hall	Class 2 PM	\$ 49.00	each
2.25.3	CU 3	Carrier	38AK-008-611	3889G00295	N/A	1999	Condenser	outside north	Class 1 PM	\$ 98.00	each
	AHU 3		40RM-007-B600GC	2999F34390	BX39 (1)		AHU	eastside lobby	Class 2 PM	\$ 49.00	each
2.26	330 N. Beaumont Avenue Kissimmee, Florida 34741										
2.26.1	CU 5	AIRDALE	SCC36DFA0AA0A	1-03-a-022-02	N/A	2002	Split System	Main roof	Class 1 PM	\$ 110.00	each
	AHU 5		CAC36	PA2887-V18314					Class 2 PM	\$ 49.00	each
2.26.2	PKG 6	Carrier	38HDCO30331	2800X94881	A38 (1)	2000	Package	Warehouse roof	Class 1 PM	\$ 90.00	each
					Class 2 PM				\$ 49.00	each	
2.26.3	PKG 7	Carrier-weather master	50HJ-012-S-641HE	2999G30774	A38 (1)	1999	Package	Warehouse roof	Class 1 PM	\$ 90.00	each
					Class 2 PM				\$ 49.00	each	
2.26.4	PKG 8	Carrier	50HJ-005-S-G21HE	4000G20882	A38 (1)	2000	Package	Warehouse roof	Class 1 PM	\$ 90.00	each
					Class 2 PM				\$ 49.00	each	
2.26.5	PKG 9	Carrier	50HJ-009-S-G21HE	4000G30177	A38 (1)	2000	Package	Warehouse roof	Class 1 PM	\$ 90.00	each
					Class 2 PM				\$ 49.00	each	

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.26.6	PKG 10	Carrier	50HJ-009-S-G21HE	4000G30176	A38 (1)	2000	Package	Warehouse roof	Class 1 PM Class 2 PM	\$ 90.00 \$ 49.00	each each
2.27	340 N. Beaumont Avenue Kissimmee, Florida 34741										
2.27.1	PKG 15	Bard units	WA482-A00	149N0015462 84-01	N/A	2000	Package	Side of modular	Class 1 PM Class 2 PM	\$ 110.00 \$ 49.00	each each
2.27.2	PKG 14	Bard units	WA482-A00	149B0217048 43-02	N/A	2002	Package	Side of modular	Class 1 PM Class 2 PM	\$ 90.00 \$ 49.00	each each
2.27.3	PKG 13	Bard units	WA482-A00	149B0217048 42-02	N/A	2002	Package	Side of modular	Class 1 PM Class 2 PM	\$ 90.00 \$ 49.00	each each
2.28	Public Restrooms 340 N. Beaumont Avenue Kissimmee, Florida 34741										
2.28.1	PKG 1	AAON	50SS018301AN	1799G43922	A-37	1999	PACKAGE	ROOF	Class 1 PM Class 2 PM	\$ 110.00 \$ 49.00	each each
2.28.2	PKG 2	Carrier	50ES-024---301TP	3008G11123	N/A	2008	PACKAGE	Roof	Class 1 PM Class 2 PM	\$ 95.00 \$ 49.00	each each
2.29	350 N. Beaumont Avenue Kissimmee, Florida 34741										
2.29.1	CU 21 AHU 21	HEAT CON INC LIEBERT	HMC24AS UNKNOWN	EEV99404 D055565	N/A N/A	1999 2006	Split system	Computer room Roof	Class 1 PM Class 2 PM	\$ 110.00 \$ 49.00	each each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.29.2	PKG 25	AAON	23846	99EKEK49	A-37 (1)	1999	Package	Roof	Class 1 PM	\$ 90.00	each
	Class 2 PM								\$ 49.00	each	
2.29.3	PKG 26	Carrier	50HJ-014-S-631HE	2199G30747	A-38 (1)	1999	Package	Roof	Class 1 PM	\$ 90.00	each
	Class 2 PM								\$ 49.00	each	
2.29.4	PKG 24	Carrier	50TJ-004---511	2899G21732	N/A	1999	Package	Roof	Class 1 PM	\$ 90.00	each
	Class 2 PM								\$ 49.00	each	
2.29.5	CU 22	Sanyo	RS1211W	275664	N/A	2009	Split system	Back of Bldg.	Class 1 PM	\$ 90.00	each
	AHU 22		C1221	28091	N/A			ROOM 103	Class 2 PM	\$ 49.00	each
2.29.6	PKG 27	Carrier	50TJ-004---511	2099GZ1731	N/A	1999	Package	Roof	Class 1 PM	\$ 90.00	each
	Class 2 PM								\$ 49.00	each	
2.30	360 N. Beaumont Avenue Kissimmee, Florida 34741										
2.30.1	AHU 30	LIEBERT	DO56002	N/A	N/A	1999	Split system	Roof	Class 1 PM	\$ 110.00	each
	CU 30		MMD24E-PHED0	992400107507	N/A			Rm 103	Class 2 PM	\$ 49.00	each
2.30.2	PKG 31	Carrier	50HJ-014-5-631HE	2199G30746	BX-48 (1)	1999	Package	Roof	Class 1 PM	\$ 90.00	each
	Class 2 PM								\$ 49.00	each	
2.30.3	PKG 32	Carrier	50HJ-012-S-641HE	2199G30764	BX-48 (1)	1999	Package	Roof	Class 1 PM	\$ 90.00	each
	Class 2 PM								\$ 49.00	each	

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.30.4	PKG 33	Carrier	5015H-012G641HE	2199G30765	BX 48 (1)	1999	Package	Roof	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each
2.30.5	AHU 28	GOODMAN MFG	CKIS-1B	9902447042	N/A	1999	Split system	West	Class 1 PM	\$ 90.00	each
	CU 28	SANYO RM 120	SAP183K	22261	N/A	2006		West side of Bldg.	Class 2 PM	\$ 49.00	each
2.30.6	AHU 29	Trane	A-HMC24AS	3234NHRIF	N/A	2005	Split system	FRONT OF BLDG	Class 1 PM	\$ 90.00	each
	CU 29	Trane	TVF025AOLA	105YL6RV	N/A			CLOSET	Class 2 PM	\$ 49.00	each
2.31	366 N. Beaumont Avenue Kissimmee, Florida 34741										
2.31.1	PKG 39	Bard units	WA423-A10XX4XXX	253N0217723 41-02	N/A	2002	Package	Side of Modular	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 98.00	each
2.31.2	PKG 38	Bard units	WA423-A10XX4XXX	253N0217723 51-02	N/A	2002	Package	Side of Modular	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each
2.31.3	PKG 37	Bard units	WA423-A10XX4XXX	253A0317842 58-02	N/A	2002	Package	Side of Modular	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each
2.31.4	PKG 36	Bard units	WA423-A10XX4XXX	253A0317842 59-02	N/A	2003	Package	Side of Modular	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each
2.31.5	PKG 35	Bard units	WA423-A10XX4XXX	253A0317842 64-02	N/A	2003	Package	Side of Modular	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.31.6	PKG 34	Bard units	WA423-A10XX4XXX	253N0217723 43-02	N/A	2002	Package	Side of Modular	Class 1 PM Class 2 PM	\$ 90.00 \$ 49.00	each each
2.32	Maintenance Shop 370 Beaumont Avenue Kissimmee, Florida 34741										
2.32.1	CU-1	Trane XE-1000	TTR060D100A0	Z105PP73F	N/A	2001	Condenser	NE side of build	Class 1 PM Only	\$ 110.00	each
	AHU 1		TWEO6OC15FD0	Z182A6H2V	N/A		AHU	Closet in Ron office			
2.33	110 W. Neptune Road / 317 Church Street Kissimmee, Florida 34741										
2.33.1	PKG 41	Carrier	50GS030301	1405G31318	N/A	2005	Package	Roof	Class 1 PM Class 2 PM	\$ 125.00 \$ 49.00	each each
2.33.2	PKG 42	Carrier	505D-030-311TP	3907G51401	N/A	2005	Package	Roof	Class 1 PM Class 2 PM	\$ 90.00 \$ 49.00	each each
2.33.3	PKG 43	Carrier	50GS030301	2905G11760	N/A	2005	Package	Roof	Class 1 PM Class 2 PM	\$ 90.00 \$ 49.00	each each
2.33.4	PKG 44	Carrier	505D-030-311TP	4107G51102	N/A	2005	Package	Roof	Class 1 PM Class 2 PM	\$ 90.00 \$ 49.00	each each
2.33.5	PKG 45	Carrier	505D-030-311TP	3507G21267	N/A	2005	Package	Roof	Class 1 PM Class 2 PM	\$ 90.00 \$ 49.00	each each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.33.6	PKG 46	Carrier	50G5-030-301	4204G50900	N/A	2005	Package	Roof	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each
2.33.7	PKG 47	Carrier	505D-030-311TP	2107G31287	N/A	2005	Package	Roof	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each
2.33.8	PKG 48	Carrier	505D-030-311TP	3407G31123	N/A	2005	Package	Roof	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each
2.34	Romar Building 1300 N. Central Avenue Kissimmee, Florida 34741										
2.34.1	AHU 1	Weather King	WBHA-21J11NFGAI	TM440003429	N/A	2000	Split system	Inside	Class 1 PM	\$ 98.00	each
	CU 1	Payne	PA12NA048-D	2304E03265	N/A	2004		Ground	Class 2 PM	\$ 49.00	each
2.34.2	AHU 2	Rheem	RBHA-17J11NFHAI	TM470000154	N/A	2000	Split system	Inside	Class 1 PM	\$ 90.00	each
	CU 2	Weather King	WAKA037JAZ	5429M220011002	N/A			Ground	Class 2 PM	\$ 49.00	each
2.34.3	AHU 3	Payne	PF1MNB018	1103464821	N/A	1997	Split system	Inside	Class 1 PM	\$ 98.00	each
	CU 3		PA10JA018-B	2197E09130	N/A			Ground	Class 2 PM	\$ 49.00	each
2.35	O-PASS - Toll Plaza & Booths 3451 West Osceola Parkway Kissimmee, FL 34741										
2.35.1	AHU1	Payne	PF4MNA037T00	1412A82505	N/A	2012	Split System	Mech. Rm	Class 1 PM	\$ 98.00	each
	CU1		PA13NA036-B	1712X68089	N/A			Outside	Class 2 PM	\$ 49.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.35.2	AHU2	Carrier	FB4CNF036	0715A74180	N/A	2015	Split System	mech room	Class 1 PM	\$ 90.00	each
	CU2	Payne	PH13NB036-B	2814X71325	N/A	2014		outside	Class 2 PM	\$ 49.00	each
2.35.3	AHU3	CHIGO	QC1C24A	QC1C24A070 5100890	N/A	2013	Mini Split	Computer rm.	Class 1 PM	\$ 90.00	each
	CU3		QC0C24A	QC0C24A070 5100842	N/A			Outside	Class 2 PM	\$ 49.00	each
2.35.4	TBU 4	COMFORTSTAR	TCA-12	60924113403 0004	N/A	2013	Mini Split	Toll Booth #9	Class 1 PM	\$ 90.00	each
	CU 4		C2MO21-2	68672512712 0C61	N/A			roof	Class 2 PM	\$ 29.00	each
2.35.5	TBU 5.A	Thermal Edge	NE0401264XXXX	1706030018	N/A	2017	Package	Toll Booth #9	Class 1 PM	\$ 90.00	each
					N/A			side of booth	Class 2 PM	\$ 29.00	each
2.35.6	TBU 5.B	Thermal Edge	NE0401264XXXX	1706030014	N/A	2017	Package	Toll Booth #9	Class 1 PM	\$ 90.00	each
					N/A			side of booth	Class 2 PM	\$ 29.00	each
2.35.7	TBU 6	COMFORTSTAR	TCA-18	60924134030 014	N/A	2013	Mini Split	Toll Booth #8	Class 1 PM	\$ 90.00	each
	CU 6		C2MO21-2B	D2022224403 14523160029	N/A			roof	Class 2 PM	\$ 29.00	each
2.35.8	TBU 7.A	Thermal Edge	NE0401264XXXX	1725040019	N/A	2017	Package	Toll Booth #8	Class 1 PM	\$ 90.00	each
					N/A			side of booth	Class 2 PM	\$ 29.00	each
2.35.9	TBU 7.B	Thermal Edge	NE0401264XXXX	1725040014	N/A	2017	Package	Toll Booth #8	Class 1 PM	\$ 90.00	each
					N/A			side of booth	Class 2 PM	\$ 29.00	each
2.35.10	TBU 8	COMFORTSTAR	TCA-18	60924213403 0014	N/A	2013	Mini Split	Toll Booth #6/7	Class 1 PM	\$ 90.00	each
	CU 8		C2MO21-2B	75588142120 071	N/A			roof	Class 2 PM	\$ 29.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.35.11	TBU 9.A	Thermal Edge	NE0401264XXXX	1706030015	N/A	2017	Package	Toll Booth # 6/7	Class 1 PM	\$ 90.00	each
	N/A				side of booth			Class 2 PM	\$ 29.00	each	
2.35.12	TBU 9.B	Thermal Edge	NE0401264XXXX	1706030020	N/A	2017	Package	Toll Booth # 6/7	Class 1 PM	\$ 90.00	each
	N/A				side of booth			Class 2 PM	\$ 29.00	each	
2.35.13	TBU 10	COMFORTSTAR	TCA-18	609242134030008	N/A	2013	Mini Split	Toll Booth # 4	Class 1 PM	\$ 90.00	each
	CU 10			N/A	roof			Class 2 PM	\$ 29.00	each	
2.35.14	TBU 11.A	Thermal Edge	NE0401264XXXX	1706030016	N/A	2017	Package	Toll Booth # 4	Class 1 PM	\$ 90.00	each
	N/A				side of booth			Class 2 PM	\$ 29.00	each	
2.35.15	TBU 11.B	Thermal Edge	NE0401264XXXX	1706030017	N/A	2017	Package	Toll Booth # 4	Class 1 PM	\$ 90.00	each
	N/A				side of booth			Class 2 PM	\$ 29.00	each	
2.35.16	TBU 12	COMFORTSTAR	TCA-18	07774214C230012	N/A	2013	Mini Split	Toll Booth # 5	Class 1 PM	\$ 90.00	each
	CU 12			N/A	roof			Class 2 PM	\$ 29.00	each	
2.35.17	TBU 13	Thermal Edge	NE0401264XXXX	1706030021	N/A	2017	Package	Toll Booth # 5	Class 1 PM	\$ 90.00	each
	N/A				side of booth			Class 2 PM	\$ 29.00	each	
2.35.18	TBU 14	COMFORTSTAR	CHP012CA	703313135060026	N/A	2013	Mini Split	On RAMP	Class 1 PM	\$ 90.00	each
	CU 14			N/A	roof			Class 2 PM	\$ 49.00	each	
2.35.19	TBU 15	COMFORTSTAR	CHP012CA	55713137150085	N/A	2013	Mini Split	OFF RAMP	Class 1 PM	\$ 90.00	each
	CU 15			N/A	roof			Class 2 PM	\$ 49.00	each	

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.36	Buenaventura Lakes Tax Collector Office 2538 Simpson Road Kissimmee, Florida 34743										
2.36.1	AHU 1	Carrier	40RM--012-B611HC	3903F56274	A .38	2003	Split System	Ceiling	Class 1 PM	\$ 90.00	each
	CU 1		38ARZ012--501--	4303G50023	N/A			Roof Top	Class 2 PM	\$ 49.00	each
2.36.2	AHU 1	Bryant	FA4BNF048	4103A70884	N/A	2003	Split System	Ceiling	Class 1 PM	\$ 90.00	each
	CU 1	Carrier	38CKC048360	3703E03865	N/A	2003		Roof Top	Class 2 PM	\$ 49.00	each
2.36.3	AHU 2	Mitsubishi	CFS012CA-410	25771	N/A	2011	Mini Split	back room	Class 1 PM	\$ 80.00	each
	CU 2		n/a	N/A	back of building			Class 2 PM	\$ 49.00	each	
2.37	Poinciana Tax Collector 875 Towne Center Drive Poinciana, Florida 34758										
2.37.1	AHU 1	Trane	64211WP1V	2TEC3F60B100AA	N/A	2011	Split System	Roof Top	Class 1 PM	\$ 110.00	each
	CU 1		70844LS4F	21ta3060A3000AA	N/A			Roof Top	Class 2 PM	\$ 49.00	each
2.37.2	AHU 2	CHIGO	QCIC12A/QC0C12A	81200	N/A	2012	Mini Split	Vault	Class 1 PM	\$ 98.00	each
	CU 2		QC0C12A	81338	N/A			back of building	Class 2 PM	\$ 49.00	each
2.37.3	AHU 3	Trane	71535N02V	2TEC3F60B100AA	N/A	2008	Split System	Roof Top	Class 1 PM	\$ 90.00	each
	CU 3		71535NXXX	21ta3060A3000AA	N/A			Roof Top	Class 2 PM	\$ 49.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.38	Sheriff Sub Station/Oakbridge 4547 Pleasant Hill Road Kissimmee, Florida 34746										
2.38.1	Pkg 1	Carrier	50ZPB036-30TP	1510X03129	N/A	2010	Package	Roof Top	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 49.00	each
2.38.2	Pkg 2	Carrier	50ZPB036-30TP	1510X03128	N/A	2010	Package	Roof Top	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each
2.39	Records Retention/Oakbridge 4545 Pleasant Hill Road Kissimmee, Florida 34746										
2.39.1	Pkg 9	Carrier	50ZP-060-511	5102G21253	N/A	2002	Package	Roof Top	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 49.00	each
2.39.2	Pkg 8	Carrier	50ZP-060-511	3003G51872	N/A	2003	Package	Roof Top	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each
2.39.3	Pkg 7	Carrier	50ZP-060-511	2404G52161	N/A	2004	Package	Roof Top	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each
2.39.4	Pkg 6	Carrier	50GS-036-511	4305G21444	N/A	2005	Package	Roof Top	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each
2.39.5	Pkg 5	Carrier	50GS-036-511	2404G52170	N/A	2004	Package	Roof Top	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.39.6	Pkg 4	Carrier	50zp-042-511	404631360	N/A	2004	Package	Roof Top	Class 1 PM	\$ 90.00	each
	Class 2 PM								\$ 49.00	each	
2.39.7	Pkg 3	Carrier	50ZP-042-511	1905631564	N/A	2005	Package	Roof Top	Class 1 PM	\$ 90.00	each
	Class 2 PM								\$ 49.00	each	
2.39.8	CU 10	Sanyo	CH2422	10022434	N/A	2003	Split System	Ground	Class 1 PM	\$ 90.00	each
	AHU 10		THS2422	3634				Vault	Class 2 PM	\$ 49.00	each
2.40	1535 Immokalee Street Intercession City, Florida 33848										
2.40.1	AHU 1	Carrier	FB4ANF030	1096A151438	N/A	1996	Split System	In Loft	Class 1 PM	\$ 110.00	each
	CU 1		PA10JA030-G	4305X13733	N/A	2005		Ground	Class 2 PM	\$ 49.00	each
2.41	Bass Road Landfill 750 South Bass Road Kissimmee, FL 34746										
2.41.1	PKG 1	BARD	WA241-A10XX4XXX	140D0014590 62-02	N/A	2000	PKG	ON TRAILER	Class 1 PM	\$ 110.00	each
	Class 2 PM								\$ 75.00	each	
2.41.2	PKG 2	BARD	WA241-A10XX4XXX	140D0014601 28-02	N/A	2000	PKG	ON TRAILER	Class 1 PM	\$ 90.00	each
	Class 2 PM								\$ 49.00	each	
2.41.3	PKG 3	BARD	WA372-A10XX4XXX	225H0520466 35-02	N/A	2005	Split System	Bay Wall	Class 1 PM	\$ 90.00	each
	Class 2 PM								\$ 49.00	each	

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.41.4	PKG 4	BARD	WA372-A10XX4XXX	225H0520466 58-02	N/A	2005	Package	Ground	Class 1 PM	\$ 90.00	each
									Class 2 PM	\$ 49.00	each
2.41.5	AHU 2	PAYNE	PF4MNA024	N/A	N/A	2010	Split System	FRONT GATE	Class 1 PM	\$ 90.00	each
	CU 2		PA13NA024-B	110X70475	N/A			FRONT GATE	Class 2 PM	\$ 49.00	each
2.42	Fire/Rescue - Logistics Warehouse 1 & 2 802 - 804 Hoagland Boulevard Kissimmee, Florida 34741										
2.42.1	AHU 1	Trane	2TEC3F24B1000AA	6482M611V	N/A	2006	Split System	Ceiling	Class 1 PM	\$ 110.00	each
	C U 1	Payne	PH13NR03-F	4307X61247	N/A			roof top	Class 2 PM	\$ 49.00	each
2.42.2	AHU 2	Carrier	FA4ANF024	1195A04997	N/A	1995	Split System	Ceiling	Class 1 PM	\$ 90.00	each
	C U 2		TTR02C100A4	22335705F	N/A			side of building	Class 2 PM	\$ 49.00	each
2.42.3	AHU 3	Trane	2TEC3F60B1000AA	7185SUK2V	N/A	2007	Split System	Ceiling	Class 1 PM	\$ 90.00	each
	C U 3		2TTR3060A1000AR	6463NFTT	N/A			roof top	Class 2 PM	\$ 49.00	each
2.42.4	AHU 1	Trane	TWE036P13FAO	M4816HN1V	N/A	2002	Split System	Ceiling	Class 1 PM	\$ 89.00	each
	C U 1		TWP036C100A1	J27240162	N/A			front of building	Class 2 PM	\$ 49.00	each
2.42.5	AHU 2	Trane	TWH036b140F1	J20378030	N/A	2002	Split System	Ceiling	Class 1 PM	\$ 89.00	each
	C U 2		UNKNOWN		N/A			Outside	Class 2 PM	\$ 49.00	each
2.42.6	AHU 3	Carrier	40AQ024300BV	4188A06297	N/A	2002	Split System	Ceiling	Class 1 PM	\$ 89.00	each
	C U 3		UNKNOWN		N/A			Outside	Class 2 PM	\$ 49.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.43	Emergency Management Warehouse 860 - 870 Hoagland Boulevard Kissimmee, Florida 34741										
2.43.1	AHU1	Trane	TWV024B140A1	G35365624	N/A	1992	Split System	office	Class 1 PM	\$ 110.00	each
	CU1		2TTR1024A1000AA	42155W75F	N/A	2004		front of building	Class 2 PM	\$ 49.00	each
2.44	Welcome Center & History Museum 4155 W Irla Bronson Memorial Highway Kissimmee, Florida 34741										
2.44.1	PKG 1	Trane	THC12DE3RGA0BA0 B0A200B0B0	114912402L	N/A	2011	PKG	roof top	Class 1 PM	\$ 110.00	each
2.44.2	PKG 2	Trane	TSC036E3RBA19A00 0A20000	114912356L	N/A	2011	PKG	roof top	Class 1 PM	\$ 89.00	each
	Class 2 PM								\$ 49.00	each	
2.44.3	PKG 3	Trane	TSC060E3RBA18A00 0A20000	114912293L	AX-26	2011	PKG	roof top	Class 1 PM	\$ 80.00	each
	Class 2 PM								\$ 49.00	each	
2.44.4	PKG 4	Trane	THC12DE3RGA0BA0 B0A200B0B0	11912412L	AX-26	2011	PKG	roof top	Class 1 PM	\$ 80.00	each
	Class 2 PM								\$ 49.00	each	
2.44.5	AHU 5	Trane	4TEC3F18B1000AA	11452P961V	N/A	2011	Split System		Class 1 PM	\$ 80.00	each
	CU 5		4TTB3018D1000AA	1126454E3F	N/A				Class 2 PM	\$ 49.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.45	Equestrian Center 4651 Rummell Road Saint Cloud, Florida 34771										
2.45.1	AHU 1	Air Temp	B6BMM042K	B6G160463188	N/A	2016	Split System	ceiling	Class 1 PM	\$ 98.00	each
	CU 1		VT4BE-042KA	VTG160324467	N/A			Side of building	Class 2 PM	\$ 49.00	each
2.45.2	AHU 2	Air Temp	UNKNOWN	N/A	N/A	2016	Split System	Barn	Class 1 PM	\$ 98.00	each
	CU2		UNKNOWN	N/A	N/A				Class 2 PM	\$ 49.00	each
2.45.3	PKG	Bard	W36A2-A10XX4XXX	309P153290129-2	N/A	2015	PKG	Side of building	Class 1 PM	\$ 98.00	each
									Class 2 PM	\$ 49.00	each
2.45.4	PKG	Bard	W36A2-A10XX4XXX	309P153290129-2	N/A	2015	PKG	Side of building	Class 1 PM	\$ 95.00	each
									Class 2 PM	\$ 49.00	each
2.46	Snip-it Clinic 3096 Michigan Avenue Kissimmee, Florida 34744										
2.46.1	AHU 1	Carrier	FA4BNF036	0604A81134	N/A	2004	Split System	Laundry room	Class 1 PM	\$ 90.00	each
	CU 1		562CJ036-C	0504E27622	N/A			Back of building	Class 2 PM	\$ 49.00	each
2.46.2	AHU 2	Carrier	FA4BNF060	0504A73435	N/A	2004	Split System	Laundry room	Class 1 PM	\$ 90.00	each
	CU 2		38CKC060570	1802E24312	N/A			Back of building	Class 2 PM	\$ 49.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.47	Created Families - 1 1884 Fortune Road Kissimmee, Florida 34744										
2.47.1	AHU 1	Payne	FB4CNF042	3717F21558	N/A	2017	Split System	Ceiling	Class 1 PM Only	\$ 110.00	each
	CU 1		PH14NB042-A	3817X62951	N/A			outside			
2.47.2	AHU 2	Payne	FB4CNF042	N/A	N/A	2017	Split System	Closet	Class 1 PM Only	\$ 110.00	each
	CU 2		PH14NB042-A	N/A	N/A			outside			
2.48	Created Families - 2 1864 Fortune Road Kissimmee, Florida 34744										
2.48.1	AHU 1	Payne	FB4CNF042	4 1/2 TON UNIT	N/A	2017	Split System	garage	Class 1 PM Only	\$ 110.00	each
	CU 2		PH14NB042-A	4 1/2 TON UNIT	N/A			outside			
2.49	Road and Bridge Building A 3850 Old Canoe Creek Road St Cloud, FL 34772										
2.49.1	CU 1	PAYNE	PH13NR030-E	4207X74758	N/A	2007	Split System	Ground	Class 1 PM	\$ 90.00	each
	AHU 1		PF1MNC031	4407A69041	N/A			closet			
2.49.2	CU2	PAYNE	PH13NA060000ABAA	1209X65431	N/A	2009	Split System	Ground	Class 1 PM	\$ 90.00	each
	AHU 2		PF4MNA061TOOAAA A	1109A87915	N/A			closet			

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.50	Road and Bridge Building B 3850 Old Canoe Creek Road St Cloud, FL 34772										
2.50.1	AHU 1	Carrier	FX4DNF043	FX4DNF043L00ACAA	N/A	2016	Split System	closet	Class 1 PM	\$ 98.00	each
	CU 1		24ACCA36A30	0516E08027	N/A			back of building	Class 2 PM	\$ 49.00	each
2.50.2	AHU 2	Carrier	FX4DNF043	0516A85946	N/A	2016	Split System	Closet	Class 1 PM	\$ 90.00	each
	CU 2		25HEE442A0030010	0516E19516	N/A			back of building	Class 2 PM	\$ 49.00	each
2.50.3	AHU 3	Carrier	FX4DNF031	0416A84220	N/A	2016	Split System	Closet	Class 1 PM	\$ 89.00	each
	CU 3		24ACCA30A300	4915E06983	N/A			back of building	Class 2 PM	\$ 49.00	each
2.50.4	AHU 4	Carrier	FX4DNF061	0616A84708	N/A	2016	Split System	Closet	Class 1 PM	\$ 80.00	each
	CU 4		24ACCA60A300	0616E21472	N/A			back of building	Class 2 PM	\$ 49.00	each
2.50.5	AHU 6	Carrier	FX4DNF043	N/A	N/A	2016	Split System	Closet	Class 1 PM	\$ 80.00	each
	CU 6		24ACCA36A30	N/A	N/A			back of building	Class 2 PM	\$ 49.00	each
2.51	Road and Bridge Sign Shop 3850 Old Canoe Creek Road Saint Cloud, Florida 34772										
2.51.1	AHU 5	Carrier	FX4DNF061	D616A84707	N/A	2016	Split System	upstairs	Class 1 PM	\$ 98.00	each
	CU 5		24ACCA60A300	0616E2143	N/A			outside	Class 2 PM	\$ 49.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.52	Road and Bridge Building M 3850 Old Canoe Creek Road Saint Cloud, Florida 34772										
2.52.1	CU 1	Payne	PA13NR030-E	3207X62824	N/A	2007	Split System	Ground	Class 1 PM	\$ 89.00	each
	AHU 1		PF1MNC030	3307A68892	N/A			outside	Class 2 PM	\$ 49.00	each
2.53	Fleet, Yard 1 - Saint Cloud 3860 Old Canoe Creek Road St Cloud, FL 34772										
2.53.1	CU 1	Payne	PH13NA024-B	1710X60954	N/A	2011	Split System	outside shop E side	Class 1 PM	\$ 89.00	each
	AHU 1		PF4MNA025	2110A75998	N/A			Over offices	Class 2 PM	\$ 49.00	each
2.53.1	CU 2	Gree	LIVS12HP230V1A0	1716GS0166 1	N/A	2016	Mini Split System	Outside bay	Class 1 PM	\$ 80.00	each
	AHU 2		LIVS12HP230V1AH	1716GS0175 8	N/A			Part's counter office	Class 2 PM	\$ 49.00	each
2.54	Animal Services 3910 Old Canoe Creek Road Saint Cloud, Florida 34772										
2.54.1	PKG.1	Carrier	50TC-A06A2B5A0A0	1013c77630	N/A	2013	Package	Southside	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 49.00	each
2.54.2	CU 1	FUJITSU	AOU12RL2	EYN001292	N/A	2013	Split System	Ground	Class 1 PM	\$ 89.00	each
	AHU 1		ASU12RL2	001723	N/A			Mech. Rm.	Class 2 PM	\$ 49.00	each
2.54.3	CU 2	Carrier	PA13NA030-13	3813X65685	N/A	2014	Split System	Ground	Class 1 PM	\$ 80.00	each
	AHU 2		FB4CNF030	4913A72353	N/A			mech room	Class 2 PM	\$ 49.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.54.4	CU 3	Carrier	PA13NA060-E	3413X69495	N/A	2014	Split System	Ground	Class 1 PM	\$ 80.00	each
	AHU 3		FB4CNF060	4513A86632	N/A			mech room	Class 2 PM	\$ 49.00	each
2.54.5	CU 4	Carrier	PA13NA036-E	3213X71823	N/A	2013	Split System	Ground	Class 1 PM	\$ 80.00	each
	AHU 4		FB4CNF036	3613A70410	N/A			mech room	Class 2 PM	\$ 49.00	each
2.54.6	CU 5	Carrier	38EYG036300	2704E00414	N/A	2004	Split System	Ground	Class 1 PM	\$ 80.00	each
	AHU 5		FV4BNF003	2904A70775	N/A			mech room	Class 2 PM	\$ 49.00	each
2.54.7	CU 6 A/B	COMFORT STAR	C2M021-2	601725134110009	N/A	2014	Mini Split-SHARED CONDENSING UNIT	Ground	Class 1 PM	\$ 80.00	each
	AHU 6 A		C-09-234	157830139020276	N/A			Cat Sick Rm	Class 2 PM	\$ 39.00	each
	AHU 6 B		C-09-234	157830139020040	N/A			Cat Sick Rm	Class 2 PM	\$ 39.00	each
2.54.8	PKG. 8	Payne	PA32NB030000ABTP	3813C95954	N/A	2014	Package	Ground	Class 1 PM	\$ 79.00	each
								Class 2 PM	\$ 39.00	each	
2.54.9	PKG #19	Bard units	WA423-A10XX4XXX	253A041878967-02	N/A	2004	Package	Side of Modular	Class 1 PM	\$ 79.00	each
2.54.10	PKG #18	Bard units	WA423-A10XX4XXX	253A041878969-02	N/A	2004	Package	Side of Modular	Class 2 PM	\$ 39.00	each
2.54.11	PKG #17	Bard units	WA423-A10XX4XXX	253A041878965-02	N/A	2004	Package	Side of Modular	Class 1 PM	\$ 79.00	each
2.54.12	PKG #16	Bard units	WA423-A10XX4XXX	253A041878962-02	N/A	2004	Package	Side of Modular	Class 2 PM	\$ 39.00	each
2.55	Mosquito Control 3840 Old Canoe Creek Road Saint Cloud, Florida 34772										
2.55.1	AHU 1	Payne	PF4MNA60	1317A86277	N/A	2017	Split System	back of building	Class 1 PM	\$ 89.00	each
	CU 1		PA14NC060-A	1317X32687	N/A			back of building	Class 2 PM	\$ 39.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.55.2	PKG	Payne	PA42NA042000-ATP	1417C95170	N/A	2017	Package	side of building	Class 1 PM	\$ 80.00	each
2.55.3	AHU 2	Carrier	40MFQ012-3	2016V07770	N/A	2017	Mini Split	break room	Class 2 PM	\$ 39.00	each
	CU 2		38MFQ012-3	3316V14223	N/A			break room	Class 1 PM	\$ 79.00	each
2.56	Road and Bridge Yard 2 1698 S. Hoagland Boulevard Kissimmee, Florida 34741										
2.56.1	CU1	Carrier	FB4CNF036	1614CNF036	N/A	2018	Split System	Ground	Class 1 PM	\$ 110.00	each
	AHU1		DA13NA036-E	0014X75032	N/A			Top of offices	Class 2 PM	\$ 39.00	each
2.57	Fortune Road Health Department Building 11875 Fortune Road Kissimmee, Florida 34744										
2.57.1	AHU 1	Carrier	FB4CNF060	3912A82656	N/A	2013	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 98.00	each
	CU 1		25HBC360A500	3912E02171	N/A			Ground	Class 2 PM	\$ 19.00	each
2.57.2	AHU 2	Carrier	FBC4CNF060	3912A82670	N/A	2013	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 90.00	each
	CU 2		25HBC360A500	3812E11510	N/A			Ground	Class 2 PM	\$ 19.00	each
2.57.3	AHU 2A	Carrier	40RUQA08A2A6AOA OAO	3712V42556	A-39 (1)	2013	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 90.00	each
	CU 2A		38AUQA08AOB5AOA OAO	0312C91045	N/A			Ground	Class 2 PM	\$ 19.00	each
2.57.4	AHU 3	Carrier	40RUQA08A2A6AOA OAO	3312V37078	A-39 (1)	2013	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 80.00	each
	CU 3		38AUQA08AOB5AOA OAO	2411G30070	N/A			Ground	Class 2 PM	\$ 19.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.57.5	AHU 4	Payne	FV4CNB006	1314A88185	N/A	2014	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 80.00	each
	CU 4		PF4ANG060-C	2508E5047	N/A			Ground	Class 2 PM	\$ 19.00	each
2.57.6	AHU 5	Carrier	40RUQA08A2A6AOA OAO	3412V38240	A-39 (1)	2013	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 80.00	each
	CU 5		38AUQA08AOB5AOA OAO	4312C93541	N/A			Ground	Class 2 PM	\$ 19.00	each
2.57.7	AHU 6	Payne	PF4MNA061	4909A8489	N/A	2010	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 80.00	each
	CU 6		PH13NA060-B	0410X60269	N/A			Ground	Class 2 PM	\$ 19.00	each
2.57.8	AHU 7A	Carrier	FB4CNF060	3912A82620	N/A	2013	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 80.00	each
	CU 7A		25HBC360A500	3912E02174	N/A			Ground	Class 2 PM	\$ 19.00	each
2.57.9	AHU 7	Carrier	40RUAA08A2A6AOA A0	32110U21149	A-39 (1)	2013	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 80.00	each
	CU 7		38AQSO08-501	380G20077	N/A			Ground	Class 2 PM	\$ 19.00	each
2.57.10	AHU 8	Carrier	40RUQA08A2A6AOA OAO	2212V22793	A-39 (1)	2010	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 80.00	each
	CU 8		38AUQA08AOB5AOA OAO	2411G30055	N/A			Ground	Class 2 PM	\$ 19.00	each
2.57.11	AHU 9	Payne	FB4CNP048	30115A90542	N/A	2003	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 80.00	each
	CU 9		PH14NB048-A	1815X76126	N/A			Ground	Class 2 PM	\$ 19.00	each
2.57.12	AHU 9A	Carrier	40RUQA12A2A6AOA OAO	3612V41232	A-39 (1)	2013	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 80.00	each
	CU 9A		38AUQA08AOB5AOA OAO	2811G40075	N/A			Ground	Class 2 PM	\$ 19.00	each
2.57.13	AHU 10	Carrier	40RUQA08A2A6AOA OAO	3312V37091	A-39 (1)	2013	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 80.00	each
	CU 10		38AUQA08AOB5AOA OAO	4412C93590	N/A			Ground	Class 2 PM	\$ 19.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.57.14	AHU 10A	Carrier	FB4CNF042	4312A84387	N/A	2013	Split System	2nd. Fl Mech. Rm	Class 1 PM	\$ 80.00	each
	CU 10A		25HBC342A500	2112E13998	N/A			Ground	Class 2 PM	\$ 19.00	each
2.57.15	AHU 11	Mitsubishi	MSYD36NA	9000096	N/A	2013	MINI-SPLIT	1ST FL IT ROOM	Class 1 PM	\$ 80.00	each
	CU 11		MUYD36NA-1	9000393	N/A			BACK OF BUILDING	Class 2 PM	\$ 19.00	each
2.57.16	AHU 12	Carrier	40KMC03036	3911100043	N/A	2013	MINI-SPLIT	1ST FL WIC LOBBY	Class 1 PM	\$ 80.00	each
	CU 12		38HDF036-3	0212x92772	N/A			SIDE OF BUILDING	Class 2 PM	\$ 19.00	each
2.58	Fortune Road Health Department Building 2 1875 Fortune Road Kissimmee, Florida 34744										
2.58.1	AHU 1	Carrier	40RUQA08A2A6AOA OAO	G981621	A-39 (1)	2013	Split System	MECH. RM.	Class 1 PM	\$ 98.00	each
	CU 1		38AUQA08AOB5AOA OAO	4412C93591	N/A			Ground	Class 2 PM	\$ 19.00	each
2.58.2	AHU 2	Carrier	FB4CNF060	4512E03288	N/A	2013	Split System	CLOSET CONF RM	Class 1 PM	\$ 79.00	each
	CU 2		PH10JA0603	3312V37081	N/A			Ground	Class 2 PM	\$ 19.00	each
2.59	Billi Beck Health Department Building 1 1501 Billi Beck Boulevard Kissimmee, Florida 34744										
2.59.1	AHU 1	Carrier 6 VAV's	40RVAA16A2A6A0A0 A0	2213U21679	B-40 (1)	2013	Split System	Mech room	Class 1 PM	\$ 98.00	each
	CU 1		38AUDA16A0B5A0A0	1413U13286	N/A			Back of building	Class 2 PM	\$ 19.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.60	Bill Beck Health Department Building 2 1503 Bill Beck Boulevard Kissimmee, Florida 34744										
2.60.1	AHU 1	Carrier	FB4CNF030	4012A68737	N/A	2012	Split System	Mech Rm.	Class 1 PM	\$ 98.00	each
	CU 1		25HBC330A300	4612E13887	N/A			Ground	Class 2 PM	\$ 19.00	each
2.60.2	AHU 2	PAYNE	PF4MNA061	4313A83289	N/A	2013	Split System	Mech Rm.	Class 1 PM	\$ 98.00	each
	CU 2		PH13NB060-B	0213X72638	N/A			GROUND	Class 2 PM	\$ 19.00	each
2.60.3	AHU 3	PAYNE	FB4CNF030	5113A68211	N/A	2013	Split System	Mech Rm.	Class 1 PM	\$ 98.00	each
	CU 3		PH13NB030-A	5013X70812	N/A			Ground	Class 2 PM	\$ 19.00	each
2.61	Bill Beck Health Department Building 31505-1507 Bill Beck Boulevard Kissimmee, Florida 34744										
2.61.1	AHU 1	GRAND AIRE	GB5BM-T60K-C-10	GBD0606119 96	A39 (1)	2009	Split System	Mech Rm.	Class 1 PM	\$ 98.00	each
	CU 1	PAYNE	PH13NR060-C	2806X64516	N/A			Ground	Class 2 PM	\$ 19.00	each
2.61.2	AHU 2	GRAND AIRE	GB5BM-T60K-C-10	GBD0606119 81	N/A	2006	Split System	Mech Rm.	Class 1 PM	\$ 98.00	each
	CU 2	Carrier	38YCC060540	1301E+77	N/A	2001		Ground	Class 2 PM	\$ 19.00	each
2.61.3	AHU 3	Carrier	40RUQA25T2A5	3218U22061	B40 (1)	2018	Split System	Mech Rm.	Class 1 PM	\$ 98.00	each
	CU 3		38AUQA25AOA5AOAOA	3118P30240	N/A			Ground	Class 2 PM	\$ 19.00	each
2.61.4	AHU 4	Carrier	FB4CNP060	1817A85303	N/A	2017	Split System	Mech Rm.	Class 1 PM	\$ 98.00	each
	CU 4		25HCD360A500	4916E18620	N/A			Ground	Class 2 PM	\$ 19.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.61.5	AHU 5	Carrier	FB4CNP061	1817A85831	N/A	2017	Split System	Lobby Closet	Class 1 PM	\$ 98.00	each
	CU 5		25HCE460A300	1717E34316	N/A			Ground	Class 2 PM	\$ 19.00	each
2.61.6	AHU 6	Carrier	FB4CNP060	1817A85305	N/A	2017	Split System	Mech Rm.	Class 1 PM	\$ 98.00	each
	CU 6		25HCD360A500	4916E18647	N/A			Ground	Class 2 PM	\$ 19.00	each
2.62	Saint Cloud Health Department Bldg. 1 1050 Grape Avenue Saint Cloud, Florida 34769										
2.62.1	AHU 1	Payne	PF4MNA019	1811A71057	N/A	2011	Split System	Mech Rm.	Class 1 PM	\$ 98.00	each
	CU 1		PH13NA018-B	3411X62347	N/A			Ground	Class 2 PM	\$ 19.00	each
2.62.2	AHU 2	Payne	PF4MNA031	2310A71793	N/A	2011	Split System	Mech Rm.	Class 1 PM	\$ 98.00	each
	CU 2		PH13NA030-B	0410X65567	N/A			Ground	Class 2 PM	\$ 19.00	each
2.62.3	AHU 3	Payne	PF4MNA025	3511A70949	N/A	2011	Split System	Mech Rm.	Class 1 PM	\$ 98.00	each
	CU 3		PH13NA024-B	1710X61057	N/A			Ground	Class 2 PM	\$ 19.00	each
2.62.4	AHU 4	Payne	PF4MNA025	3511A70934	N/A	2011	Split System	Mech Rm.	Class 1 PM	\$ 98.00	each
	CU 4		PH13NA024-B	0810X69508	N/A			Ground	Class 2 PM	\$ 19.00	each
2.62.5	AHU 5	Payne	PF4MNA061	1011A88153	N/A	2011	Split System	Mech Rm.	Class 1 PM	\$ 98.00	each
	CU 5		PH13NA060-B	3011X60630	N/A			Ground	Class 2 PM	\$ 19.00	each
2.62.6	AHU 6	Payne	PF4MNA037	2609A86454	N/A	2011	Split System	Mech Rm.	Class 1 PM	\$ 89.00	each
	CU 6		PH13NA036-B	2909X68184	N/A			Ground	Class 2 PM	\$ 19.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.62.7	AHU 7	PAYNE	PH13NA048-B	0810X64360	N/A	2011	Split System	Mech Rm.	Class 1 PM	\$ 89.00	each
	CU 7		PF4MN049	3610A84236	N/A			Ground	Class 2 PM	\$ 19.00	each
2.62.8	AHU 8	Payne	PF4MNA037	3411AA84609	N/A	2011	Split System	Mech Rm.	Class 1 PM	\$ 89.00	each
	CU 8		PH13NA036000ABAA	0310X73361	N/A			Ground	Class 2 PM	\$ 19.00	each
2.62.9	AHU 9	Payne	PW3HAM009000AA	1211V63629	N/A	2011	MINI SPLIT	WIC room	Class 1 PM	\$ 89.00	each
	CU 9		PH13AAM09000AA	0111V61173	N/A			Back of building	Class 2 PM	\$ 19.00	each
2.62.10	AHU 10	COMFORT STAR	CC8009CA	D2020809506 13412130033	N/A	2011	MINI SPLIT	Comm rm.	Class 1 PM	\$ 89.00	each
	CU 10		CCS009CA	N/A	N/A			Back of building	Class 2 PM	\$ 19.00	each
2.63	Saint Cloud Health Department Bldg. 2 1050 Grape Avenue Saint Cloud, Florida 34769					VAV total count per location:		6			
2.63.1	AHU 1	Carrier 6 VAV's	39LD12ABABF-CJP-17	3613U34022	BX-39 (1)	2013	Split System	AHU room	Class 1 PM	\$ 89.00	each
	CU 1		38AUDA16AOB5AOA O	1913U18929	N/A			outside	Class 2 PM	\$ 19.00	each
2.64	Poinciana Health Department Bldg. 1 105 North Doverplum Avenue Kissimmee, Florida 34758										
2.64.1	PKG 1	Bard	W42A1-A10	318K1027323 93-2	N/A	2010	Package	Side of trailer	Class 1 PM	\$ 125.00	each
									Class 2 PM	\$ 29.00	each
2.64.2	PKG 2	Bard	W42A1-A10	318K1027323 96-2	N/A	2010	Package	Side of trailer	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 29.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.64.3	PKG 3	Bard	W42A1-A10	318K1027323 95-2	N/A	2010	Package	Side of trailer	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 29.00	each
2.64.4	PKG 4	Bard	W42A1-A10	318N1027565 67-02	N/A	2010	Package	Side of trailer	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 29.00	each
2.64.5	PKG 5	Bard	W42A1-A10	318N1027566 7	N/A	2010	Package	Side of trailer	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 29.00	each
2.64.6	PKG 6	Bard	W42A1-A10	321N1027588 96-02	N/A	2010	Package	Side of trailer	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 29.00	each
2.64.7	PKG 7	Bard	W42A1-A10	318L1027386 60	N/A	2010	Package	Side of trailer	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 29.00	each
2.64.8	PKG 8	Bard	W42A1-A10	321N1027569 33-02	N/A	2010	Package	Side of trailer	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 29.00	each
2.64.9	PKG 9	Bard	W42A1-A10	N/A	N/A	2010	Package	Side of trailer	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 29.00	each
2.64.10	PKG 10	Bard	W42A1-A10	N/A	N/A	2010	Package	Side of trailer	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 29.00	each
2.64.11	PKG 11	Bard	W42A1-A10	N/A	N/A	2010	Package	Side of trailer	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 29.00	each

Area "LOT" 2 - Split Systems and Package Units										
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Unit Cost	Unit of Measure
2.65	Poinciana Health Department Bldg. 2 109 North Doverplum Avenue Kissimmee, Florida 34758					VAV total count per location: 17				
2.65.1	AHU 1	Carrier 9 VAV's	39LD21AA-BK-BHK-E9	1014U08417	BX-50 (2)	2014	SPLIT	2ND FL MECH	\$ 89.00	each
	CU 1		38APD02754A12120	1014Q50088	N/A			SIDE OF BUILDING	\$ 29.00	each
2.65.2	AHU 2	Carrier 8 VAV's	39LD25AA-BL-BHK-59	1014U08416	BX-50 (2)	2014	SPLIT	2ND FL MECH	\$ 89.00	each
	CU 2		38APD02754A12120	1014Q50103	N/A			SIDE OF BUILDING	\$ 29.00	each
2.65.3	AHU 3	Carrier	40MVC018-301-	4912V17434	N/A	2014	MINI SPLIT	2ND IT ROOM	\$ 89.00	each
	CU 3		38MVC018-301-	3313V02304	N/A			SIDE OF BUILDING	\$ 29.00	each
2.65.4	AHU 4	Carrier	40MVC018-301-	4912V17439	N/A	2014	MINI SPLIT	ELEVATOR ROOM	\$ 89.00	each
	CU 4		38MVC018-301-	3313V02305	N/A			SIDE OF BUILDING	\$ 29.00	each
2.66	Buenaventura Lakes Health Department 2622 Simpson Road Kissimmee, Florida 34743									
2.66.1	PKG 1	REEM	RSNA-B048CK 000	7107F370705338	N/A	2007	PACKAGE	roof top	\$ 89.00	each
										\$ 19.00
2.66.2	AHU 1	Panasonic	CU-KS12NK1A	00057 22	N/A	2012	MINI SPLIT	roof top	\$ 89.00	each
	CU 1									

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.67	Intercession City Health Department 1703 Business Center Lane Kissimmee, Florida 34768										
2.67.1	PKG 1	Carrier	50HC-A05A0A30A0	3413C80063	N/A	2013	Package	roof top	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 19.00	each
2.67.2	PKG 2	Carrier	50HC-A05A0A30A0	3413C80066	N/A	2013	Package	roof top	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 19.00	each
2.67.3	PKG 3	Carrier	50HC-A04A03A0A0	0313C56111	N/A	2013	Package	roof top	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 19.00	each
2.67.4	PKG 4	Carrier	50HC-A05A0A30A0	3413C80062	N/A	2013	Package	roof top	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 19.00	each
2.67.5	PKG 5	Carrier	50HC-A05A0A30A0	3413C80065	N/A	2013	Package	roof top	Class 1 PM	\$ 89.00	each
									Class 2 PM	\$ 19.00	each
2.67.6	AHU 1	Carrier	40MVQ018-301	4912V24557	N/A	2013	MINI SPLIT	IT Server Room	Class 1 PM	\$ 89.00	each
	CU 1		38MVQ018-301	4912V24976				outside	Class 2 PM	\$ 19.00	each
2.68	Hart Memorial / Central Library 211 Dakin Avenue Kissimmee, Florida 34741										
2.68.1	CU 1	Trane	TWA180B400F(B)	9032KYKAD	N/A	2009	Split System	back of building	Class 1 PM	\$ 89.00	each
	AHU 1		TWE180B300E(L)	9261REUHD	B62 (1)			ahu room	Class 2 PM	\$ 49.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.68.2	CU 2	Trane	TWA120A400F(B)	92548F3AD	N/A	2009	Split System	back of building	Class 1 PM	\$ 89.00	each
	AHU 2		TWE120A300E(L)	9243WCBB	N/A			ahu room	Class 2 PM	\$ 49.00	each
2.68.3	CU 3	Trane	TWA180B400F(B)	9302YFLTD	N/A	2009	Split System	back of building	Class 1 PM	\$ 89.00	each
	AHU 3		TWE180B300E(L)	9261M4GHID	B62 (1)			ahu room	Class 2 PM	\$ 49.00	each
2.68.4	CU 4	Trane	TWA180B400F(B)	93043UJTD(9)	N/A	2009	Split System	back of building	Class 1 PM	\$ 89.00	each
	AHU 4		TWE180B400E(L)	9245L2LHD	B62 (1)			ahu room	Class 2 PM	\$ 49.00	each
2.68.5	CU 5	Trane	TWA120A400FB	9244WPGAD	N/A	2009	Split System	back of building	Class 1 PM	\$ 89.00	each
	AHU 5		TWE120A300E(L)	9243UPWBD	A48 (1)			ahu room	Class 2 PM	\$ 49.00	each
2.68.6	CU 6	Trane	TWA090A400F(B)	8453YNYAD	N/A	2009	Split System	side of building	Class 1 PM	\$ 89.00	each
	AHU 6		TWE180B300E(L)	9252XPCBD	A49 (1)			au room	Class 2 PM	\$ 49.00	each
2.68.7	CU 7	Trane	TWA120A400F(B)	9254R57AD	N/A	2009	Split System	side of building	Class 1 PM	\$ 89.00	each
	AHU 7		TWE120A300E(L)	9243WP18D	A50 (1)			ahu room	Class 2 PM	\$ 49.00	each
2.68.8	CU 8	Trane	TWA180B400F(B)	907505GAD	N/A	2009	Split System	back of building	Class 1 PM	\$ 89.00	each
	AHU 8		TWE180B300E(L)	9255P9DHD	B62 (1)			ahu room	Class 2 PM	\$ 49.00	each
2.68.9	CU 9	Trane	TWA180B300F(B)	93037TTTD	N/A	2009	Split System	front of building	Class 1 PM	\$ 89.00	each
	AHU 9		TWE180B300E(L)	9255PDOHD	B62 (1)			ahu room	Class 2 PM	\$ 49.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.69	Poinciana Library 101 North Doverplum Avenue Poinciana, Florida 34758										
2.69.1	AHU 1	Carrier	LML122EH	38B00599-00	B59 (3)	1998	Split System	Mech room	Class 1 PM	\$ 110.00	each
	CU 1		38AKS024	3103F45377	N/A			Outside	Class 2 PM	\$ 49.00	each
2.69.2	AHU 1	Carrier	N/A	N/A	N/A	2003	Split System	Mech room	Class 1 PM	\$ 98.00	each
	CU 2		38AKS024-520-	0803F17625	N/A			Outside	Class 2 PM	\$ 49.00	each
2.70	Kenansville Library 1154 South Canoe Creek Road Kenansville, Florida 34739										
2.70.1	PKG 1	Bard	WA372A100XX4XXXX	225B0723066 40-02	N/A	2007	Package	On Trailer	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 49.00	each
2.70.2	PKG 2	Bard	WA372A100XX4XXXX	225B0723097 16-02	N/A	2007	Package	On Trailer	Class 1 PM	\$ 98.00	each
									Class 2 PM	\$ 49.00	each
2.71	Celebration Library 305 Campus Street Celebration, Florida 34747										
2.71.1	AHU 1	Trane	csc0017uacoo	k12f62230	B53 (1)	2013	Split System	Mech Rm.	Class 1 PM	\$ 110.00	each
	CU 1		raujc20ebc030	c12f04221	N/A			SW Ext.	Class 2 PM	\$ 49.00	each
2.71.2	AHU 2	Trane	tam4aoc48s415ba	12235kmitav	N/A	2013	Split System	Mech Rm.	Class 1 PM	\$ 89.00	each
	CU 2		4tt43048d3000ca	12254cha3f	N/A			SW Ext.	Class 2 PM	\$ 49.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.71.3	AHU-3	Trane	TAM4AOA36S31SBB	12284PT6AV	N/A	2013	Split System	Mech Rm.	Class 1 PM	\$ 80.00	each
	CU 3		4TTA3036A3000CA	12281P753F	N/A			SW Ext.	Class 2 PM	\$ 39.00	each
2.71.4	Mini Split	Mitsubishi	pka-a36ka4	16m 02470	N/A	2013	Mini Split	Comm rm.	Class 1 PM	\$ 80.00	each
	Mini Split		puz-a36nh4a	19u01441d	N/A			SW Ext.	Class 2 PM	\$ 39.00	each
2.72	Buenaventura Lakes Library 405 Buenaventura Boulevard Kissimmee, Florida 34743										
2.72.1	CU 1	Carrier	38AUDA25A0B5	3111U33096	N/A	2011	Split System	Outside	Class 1 PM	\$ 110.00	each
	AHU 1		40RUAA25A5A50A0A 0A	2611U26743	A60 (1)			Mech Room	Class 2 PM	\$ 49.00	each
2.72.2	CU 2	Carrier	38AUZA08A0B5	3011G50064	N/A	2011	Split System	outside	Class 1 PM	\$ 90.00	each
	AHU 2		40RUAA08A2A6	2911U30547	N/A			inside mech RM	Class 2 PM	\$ 39.00	each
2.72.3	CU 3	Carrier	24ABB360A005	3411E14869	N/A	2011	Split System	Outside	Class 1 PM	\$ 90.00	each
	AHU 3		FB4CNF060T00	3111A84677	B40 (1)			Mech Room	Class 2 PM	\$ 39.00	each
2.72.4	CU 4	Sanyo	C3672R	0031711	N/A	2011	Split System	Outside	Class 1 PM	\$ 90.00	each
	AHU 4		XHW3672R	0010902	N/A			Comp. Lab	Class 2 PM	\$ 39.00	each
2.73	Austin-Tindal Regional Park 4100 Boggy Creek Road Kissimmee, Florida 34744										
2.73.1	AHU 1	Payne	PA13NA030-B	3314X76387	N/A	2015	Split System	Ground	Class 1 PM	\$ 90.00	each
	CU 1		FB4cN030	3614A70806	N/A			Attic	Class 2 PM	\$ 39.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.73.2	AHU 2	Payne	PA13NA048-E	2414x66229	N/A	2015	Split System	Ground	Class 1 PM	\$ 90.00	each
	CU 2		FB-4CNF048	3314490347	N/A			Attic	Class 2 PM	\$ 39.00	each
2.73.3	AHU 3	Payne	PA10JA048-0	3601E07731	N/A	2015	Split System	Ground	Class 1 PM	\$ 90.00	each
	CU 3		PF-1MN8048	0904A70886	N/A			Attic	Class 2 PM	\$ 39.00	each
2.73.4	AHU 4	Payne	PA13NR060-H	2209X67965	N/A	2015	Split System	Ground	Class 1 PM	\$ 90.00	each
	CU 4		RF-1MN060	2108A84997	N/A			Attic	Class 2 PM	\$ 39.00	each
2.74	Holopaw Community Center 8801 Community Center Road Saint Cloud, Florida 34773										
2.74.1	AHU 1	Carrier	FV4BNF003	2307A84219	N/A	2007	Split System	Attic	Class 1 PM	\$ 90.00	each
	CU 1		24ABA336A310	3207E09406	N/A			Ground	Class 2 PM	\$ 39.00	each
2.74.2	AHU 2	Carrier	FV4BNB006	2307A82609	N/A	2007	Split System	Attic	Class 1 PM	\$ 90.00	each
	CU 2		24ABA360A320	2307E00209	N/A			Ground	Class 2 PM	\$ 39.00	each
2.74.3	AHU 3	Carrier	FV4BNB006	2307A82589	N/A	2007	Split System	Attic	Class 1 PM	\$ 90.00	each
	CU 3		24ABA360A320	2307E00218	N/A			Ground	Class 2 PM	\$ 39.00	each
2.74.4	AHU 4	Carrier	FV4BNB006	2307A82596	N/A	2007	Split System	Attic	Class 1 PM	\$ 90.00	each
	CU 4		24ABA360A310	0707E04254	N/A			Ground	Class 2 PM	\$ 39.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.75	Kenansville Community Center 1150 South Canoe Creek Road Kenansville, FL 34739										
2.75.1	AHU1	Carrier	40RUAA12A2A6	N/A	N/A	2015	Split System	N/A	Class 1 PM	\$ 110.00	each
	CU1		38AUZA12A0B5	0216C91647	N/A			N/A	Class 2 PM	\$ 49.00	each
2.76	Marydia Community Center 707 Sawdust Trail Kissimmee, Florida 34744										
2.76.1	AHU 1	Trane	GHM5A0B36M315AB	13153NBK2V	N/A	2012	Split System		Class 1 PM	\$ 90.00	each
	CU 1		4TWR3036B1000AC	13182TKS4F					Class 2 PM	\$ 39.00	each
2.76.2	AHU 2	Trane	GAM5A0C60M515AA	13113R7M2V	N/A	2012	Split System		Class 1 PM	\$ 90.00	each
	CU 2		4TWR3060B1000AB	130945YB4F					Class 2 PM	\$ 39.00	each
2.76.3	AHU 3	Trane	1M5A0C60M518	13104YJ02V	N/A	2012	Split System		Class 1 PM	\$ 90.00	each
	CU 3		4TWR3060B1000AB	13094JWB4F					Class 2 PM	\$ 39.00	each
2.76.4	AHU 4	Trane	GAM5A0C60M515AA	131137XF2V	N/A	2012	Split System		Class 1 PM	\$ 90.00	each
	CU 4		4TWR3060B1060AB	12324LMC4F					Class 2 PM	\$ 39.00	each
2.76.5	AHU 5	Trane	GAM5A0C60M515AA	131135GR2V	N/A	2012	Split System		Class 1 PM	\$ 90.00	each
	CU 5		4TW43060B1000AB	13094JUM4F					Class 2 PM	\$ 39.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.77	Indian Wells Community Center 3101 Polynesian Isles Boulevard Kissimmee, Florida 34746										
2.77.1	AHU 1	Carrier	FB4CNP060	1215A85237	N/A	2015	SPLIT SYSTEM	CLOSET	Class 1 PM	\$ 90.00	each
	CU 1		PA14NC060	0415X68355	N/A			Back of building	Class 2 PM	\$ 49.00	each
2.78	Narcoossee Community Park 5354 Rambling Road Saint Cloud, Florida 34771										
2.78.1	AHU 1	Trane	TWE090E100AA	15485MX TBA	A47 (1)	2015	SPLIT SYSTEM		Class 1 PM	\$ 90.00	each
	CU 1		M4AC3036B100NA	153560383M	N/A				Class 2 PM	\$ 39.00	each
2.78.2	AHU2	Trane	TWE090E100AA	N/A	N/A	2015	SPLIT SYSTEM		Class 1 PM	\$ 90.00	each
	CU 1		M4AC3036B100NA	153560383M	N/A				Class 2 PM	\$ 39.00	each
2.79	Hickory Tree Community Park 2361 Old Hickory Tree Road Saint Cloud, Florida 34772										
2.79.1	SS1	Carrier	FX4DNF037	N/A	N/A	2010	SPLIT SYSTEM	Concession Stand	Class 1 PM	\$ 98.00	each
									Class 2 PM	\$ 69.00	each
2.80	Robert Guevara Community Center 501 Florida Parkway Kissimmee, Florida 34743										
2.80.1	AHU 1	Trane	4TEC3F30B1000AA	9295S331V	N/A	1993	SPLIT SYSTEM		Class 1 PM	\$ 89.00	each
	CU 1		4TTB3030A1000BA	9381P9H3F	N/A				Class 2 PM	\$ 49.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.80.2	AHU 2	Trane	TWE150E300AA	9421X45HD	A57 (1)	1993	SPLIT SYSTEM		Class 1 PM	\$ 89.00	each
	CU 2		TTA150E300AA	9402PATAD	N/A				Class 2 PM	\$ 49.00	each
2.80.3	AHU 3	Trane	TWE150E300AA	942AXADHD	A57 (1)	1993	SPLIT SYSTEM		Class 1 PM	\$ 89.00	each
	CU 3		TTA150E300AA	9402MG8AD	N/A				Class 2 PM	\$ 49.00	each
2.80.4	AHU 4	Trane	4TEC3F36B1000AA	93920DT1V	N/A	1993	SPLIT SYSTEM		Class 1 PM	\$ 89.00	each
	CU 4		4TTB3036B	9382X2X3F	N/A				Class 2 PM	\$ 49.00	each
2.80.5	AHU 5	Trane	TWE120E300AA	9372T9BBD	A48 (1)	1993	SPLIT SYSTEM		Class 1 PM	\$ 89.00	each
	CU 5		TTA120E300AA	9404VW55A	N/A				Class 2 PM	\$ 49.00	each
2.80.6	AHU 6	Trane	TWE120E300AA	9423WE3BD	A50 (1)	1993	SPLIT SYSTEM		Class 1 PM	\$ 89.00	each
	CU 6		TTA120E300AA	9411JUBAD	N/A				Class 2 PM	\$ 49.00	each
2.80.7	AHU 7	Trane	TWE090D300AA	9394SMCBD	A47 (1)	1993	SPLIT SYSTEM		Class 1 PM	\$ 89.00	each
	CU 7		TTA090D300AA	9402P0JAD	N/A				Class 2 PM	\$ 49.00	each
2.81	Sheriff's West Command Center 2925 International Drive Kissimmee, Florida 34741										
2.81.1	Pkg 1	MCQUAY	RRS041BY	35M01511 08	BX68 (2)	1995	PACKAGE	Roof top	Class 1 PM	\$ 110.00	each
									Class 2 PM	\$ 59.00	each
2.81.2	Pkg 2	MCQUAY	RRS041BY	35M01512 08	BX68 (2)	1995	PACKAGE	Roof top	Class 1 PM	\$ 98.00	each
									Class 2 PM	\$ 59.00	each

Area "LOT" 2 - Split Systems and Package Units											
Item	Unit Label Number	System Manufacturer	Model Number	Serial Number	Belt Size and Estimated Quantity	Install Date	Description of Unit Type	Location of Equipment	Type	Unit Cost	Unit of Measure
2.81.3	Pkg 3	ADDISON	PDB 181SE-3C-27-CA-E40	95100280100 1	BX 43	1995	PACKAGE	Roof top	Class 1 PM	\$ 98.00	each
									Class 2 PM	\$ 59.00	each
2.81.4	Pkg 4	ADDISON	PDO 132SE-3SCR-27-CA-E25	95100280200 1	BX 43	1995	PACKAGE	Roof top	Class 1 PM	\$ 98.00	each
									Class 2 PM	\$ 59.00	each

Lot 2 - Miscellaneous Labor Rates		
For Lot 2 - Miscellaneous Labor Rates, please note the blended rate for labor for each position noted below. This rate includes all related costs, including labor charges and benefits as well as travel and expenses. Calculated as noted.		
Description	Repair and Service Rate Per Hour	
Preventive Maintenance Technician - Per Hour Straight Time	\$	75.00 per hour
Preventive Maintenance Technician - Per Hour Over Time	\$	112.50 per hour
Service Technician - Per Hour Straight Time	\$	75.00 per hour
Service Technician - Per Hour Over Time	\$	112.50 per hour
Controls Technician - Per Hour Straight Time	\$	145.00 per hour
Controls Technician - Per Hour Over Time	\$	217.50 per hour

Lot 2 - Miscellaneous Parts and Materials		
Description	Percentage Markup	
Parts & Materials - Mark-up for Parts and Materials over actual costs, expressed as a percentage mark-up.	0%	
Lot 2 - Miscellaneous Charges - Subcontractors, Equipment Rental and Unforeseen Expenses Reimbursement		
All Reimbursements must be approved in advance by the County's Project Manager.		
Description	Percentage Markup	
Subcontractors - Markup over Actual Costs, expressed as a percentage mark-up.	0%	
Equipment Rental (Specialty and Heavy Equipment) Markup over Actual Costs, expressed as a percentage mark-up.	0%	
Unforeseen Expenses (includes sales tax, freight, permits) Markup over Actual Costs, expressed as a percentage mark-up.	0%	



FOLSSER-01

BOGUES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2019

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

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

PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Wendy Evans	
	PHONE (A/C, No, Ext): (407) 998-4353 14353 FAX (A/C, No):	
	E-MAIL ADDRESS: Wendy.Evans@ioausa.com	
INSURED Folsom Services, Inc.	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American Builders Insurance Company	11240
	INSURER B: Owners Insurance Company	32700
	INSURER C: Southern-Owners Insurance Company	10190
	INSURER D: Insurance Company of the West	27847
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	PKG026512901	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		5178905100	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 10,000	☒ OCCUR ☐ CLAIMS-MADE	5178905101	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	WFL504517600	1/1/2019	1/1/2020	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		PKG026512901	6/1/2019	6/1/2020	Blanket 30,000
A	Equipment Floater		PKG026512901	6/1/2019	6/1/2020	Leased/Rented 50,000

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

Osceola County Board of County Commissioners is included as additional insured as respects to General Liability when required by written contract. 30 day notice will be mailed to Osceola County Board of County Commissioners prior to cancellation of any coverage.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Osceola County Board of County Commissioners
c/o Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, FL 34741



FOLSSER-01

BOGUES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2019

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

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

PRODUCER
Insurance Office of America, Inc.
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Wendy Evans

PHONE (A/C, No, Ext): (407) 998-4353 14353

FAX (A/C, No):

E-MAIL ADDRESS: Wendy.Evans@ioausa.com

INSURED

Folsom Services, Inc.

INSURER(S) AFFORDING COVERAGE

NAIC #

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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CANCELLATION

Osceola County Board of County Commissioners
c/o Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, FL 34741

AUTHORIZED REPRESENTATIVE

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
FOLSOM SERVICES, INC.

Filing Information

Document Number P98000015377
FEI/EIN Number 59-3488103
Date Filed 02/17/1998
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 01/20/2016
Event Effective Date NONE

Principal Address

25 E 13TH ST
ST CLOUD, FL 34769

Mailing Address

25 E 13TH ST
ST CLOUD, FL 34769

Registered Agent Name & Address

FOLSOM, WILLIAM
25 E 13TH ST
ST CLOUD, FL 34769

Officer/Director Detail

Name & Address

Title P

FOLSOM, WILLIAM
25 E 13TH ST
ST CLOUD, FL 34769

Annual Reports

Report Year	Filed Date
2017	04/25/2017
2018	04/24/2018
2019	04/22/2019

Document Images

<u>04/22/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/24/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/25/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/08/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/20/2016 -- Amendment</u>	View image in PDF format
<u>10/05/2015 -- Amendment</u>	View image in PDF format
<u>02/18/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/20/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/09/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/06/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/16/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/30/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/04/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/04/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/31/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/04/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/19/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/06/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/21/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/13/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/01/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/20/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/04/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/17/1998 -- Domestic Profit</u>	View image in PDF format



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 28, 2020		
Agenda Item Name		
Piggyback Contract		
Requested Action		
Recommend to approve a piggyback contract number RFP 20-11102-TP from Orange County with Hydra Service, Inc. to provide the purchase and repairs of submersible pumps and parts		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from Orange County number Y16-1094-MR, to obtain the services of purchasing and repairs of submersible pumps and parts. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 2007-003 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Orange County contract number Y16-1094-MR. The Orange County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The estimated amount of this contract is \$50,000 and is included in the current year approved budget. Account Code: 42535-66321 or 42535-54619		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2007-003	RFI 2007-003.pdf	
2. Y16-1094-MR	Y16-1094-MR.pdf	



REQUEST FOR INFORMATION

Intent to Utilize the Orange County Contract for ABS Pumps, Parts and Repairs

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Procurement Services Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 2007-003	ISSUED DATE: July 15, 2020
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>July 23, 2020 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

Responses may be submitted electronically to the Procurement Services Director by email.

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: Hydra Service, Inc.,

(c) Contract Number and Title: Y16-1094-MR / ABS Pumps, Parts and Repairs

(d) Length of Contract: 3 Year(s) w/2 optional 1-year renewals.

(e) Product or Service Provided: Purchase and repairs of submersible pumps and parts

2 – ACTION TO BE TAKEN

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

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

**TERM CONTRACT
Y16-1094-MR
ABS PUMPS, PARTS AND REPAIRS**

This contract is made as of the 1st day of August, 2016 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Hydra Service, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 631209755.

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

This contract, these general and special terms and conditions, and the specifications/scope of services constitute the complete set of specifications and requirements. All work shall be performed in accordance with said specifications/scope of services. The estimated contract amount is \$1,400,000.00 for the initial three (3) year contract term.

2. FEDERAL AND STATE TAX

The COUNTY is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONTRACTOR be authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The COUNTY has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 58-12-090729-53C.

3. CONFLICT OF INTEREST

This contract is subject to provisions of applicable State Statutes and County Ordinances. The CONTRACTOR must disclose the name of any officer, director, or agent who is also an employee of the COUNTY. Further, the CONTRACTOR must disclose the name of any COUNTY employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the CONTRACTOR'S firm or any of its branches.

Should the CONTRACTOR permanently or temporarily hire any COUNTY employee who is, or has been, directly involved with the CONTRACTOR prior to or during performance of the contract, the contract shall be subject to immediate termination by the COUNTY.

4. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the CONTRACTOR shall in no way be a cause for relief from responsibility. The CONTRACTOR is prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

5. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONTRACTOR and the COUNTY for any terms and conditions not specifically stated in this contract.

6. AVAILABILITY OF FUNDS

The obligations of the COUNTY under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

7. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the COUNTY'S policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- (a) The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable COUNTY ordinance throughout the term of this contract.
- (b) The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- (c) The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

8. COPIES

Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with the COUNTY'S fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

9. PAYMENT TERMS/DISCOUNTS

The COUNTY'S payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act.

10. PATENTS AND ROYALTIES

Unless otherwise provided, the CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract.

The CONTRACTOR, without exception, shall indemnify and save harmless the COUNTY and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the CONTRACTOR. In the event of any claim against the COUNTY of copyright or patent infringement, the COUNTY shall promptly provide written notification to the CONTRACTOR.

If such a claim is made, the CONTRACTOR shall use its best efforts to promptly purchase for the COUNTY any infringing products or services or procure a license, at no cost to the COUNTY, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the COUNTY agrees to return the article on request to the CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

11. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

The provisions of Florida Statute 768.28 applicable to the COUNTY apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

12. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The CONTRACTOR certifies that in connection with this procurement, all prices have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any competitor.

13. SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract.

Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

14. TOBACCO FREE CAMPUS

Effective January 1, 2010, virtually all Orange County operations under the Board of County Commissioners will effectively become tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

15. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONTRACTOR against the COUNTY relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled "Contract Claim" requesting a final decision. The CONTRACTOR or also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONTRACTOR believes the COUNTY is liable; and that I am duly authorized to certify the claim on behalf of the CONTRACTOR."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the CONTRACTOR. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Manager shall render the final decision within sixty (60) days after receipt of CONTRACTOR'S written request for a final decision. The Purchasing and Contracts Manager's decision shall be final and conclusive.

The CONTRACTOR shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Purchasing and Contracts.

16. LAWS AND REGULATIONS

The CONTRACTOR is directed to the fact that all applicable Federal and State laws, municipal and COUNTY ordinances, and the rules and regulation of all authorities having jurisdiction shall apply to this contract.

SPECIAL TERMS AND CONDITIONS

1. LICENSES AND PERMITS

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the CONTRACTOR to obtain, at no additional cost to the COUNTY, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Manager, Purchasing and Contracts Division or his/her designee.

2. F.O.B. POINT

The F.O.B. shall be Destination in Orange County. The prices quoted for each purchase shall include all costs of packaging, transporting, delivery and unloading to the stated point within Orange County. The COUNTY reserves the option to deliver to and pickup from the CONTRACTOR pumps, parts and repaired pumps or items.

3. DELIVERY

Delivery time is of the essence in this contract. Delivery shall be no later than the delivery times as stated below. Failure of the CONTRACTOR to meet this delivery requirement may result in default. It is hereby understood and mutually agreed to by and between the parties hereto that the time of delivery is an essential condition of this contract.

Pumps that are in stock locally, 1 day delivery.

Pumps that are not in stock locally, but within the United States, 10 day delivery.

Pumps that are not in stock within the United States, under 88hp 7 weeks.

Over 88hp 14 weeks, normal factory delivery.

4. PICKUP OF PUMPS FOR REPAIR

When requested by the COUNTY, pumps in need of repair shall be picked up within two (2) business days from notification from the following locations:

701 W. McCormick Rd., Apopka, FL

8100 Presidents Dr., Orlando, FL

1621 S. Alafaya Tr., Orlando, FL

The CONTRACTOR shall submit to the COUNTY an itemized estimate of the repair costs within three (3) business days of pump pickup to include an estimated delivery date of the repaired pump.

5. TERMINATION

A. Termination for Default:

The COUNTY, by written notice to the CONTRACTOR, may terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards.
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract.
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the COUNTY'S Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the vendor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- D. Continue and complete all parts of that work that have not been terminated.

If the CONTRACTOR'S failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONTRACTOR, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY'S Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective.

However, at the COUNTY'S sole option, a termination for convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

6. AS SPECIFIED

All product delivered must meet the specifications herein. Product delivered not as specified will be returned at no expense by the COUNTY. The COUNTY may return, for full credit any unused product received which fail to meet the COUNTY'S performance standards. Replacement product meeting specifications must be submitted within a reasonable time after rejection of the non-conforming product.

7. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

CONTRACTOR certified that all material, equipment, etc., contained in this contract meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

8. SAFETY REGULATIONS

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

9. PAYMENT

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents id required. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate, to:

Orange County Utilities
Field Services Division
8100 Presidents Drive.
Orlando, FL 32809
Phone: (407) 836-6829

10. EQUIPMENT/SERVICE

- A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the CONTRACTOR from furnishing a complete unit.
- B. All equipment must be new, or current manufacturer in production and carry standard warranties. The CONTRACTOR must service all equipment prior to delivery.
- C. The CONTRACTOR must be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. Dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business.
- D. The CONTRACTOR must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet and maintain these requirements, in the COUNTY'S sole opinion, may be cause for contract termination.

11. WARRANTY

The CONTRACTOR shall fully warrant all new equipment furnished hereunder against defect in materials and/or workmanship for a period of five (5) years or 10,000 hours after delivery and acceptance by the COUNTY. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the CONTRACTOR shall repair or replace same at no cost to the COUNTY, immediately upon written notice from the COUNTY'S authorized representative.

The CONTRACTOR shall fully warrant all parts for a period of one (1) year from delivery and acceptance in accordance with the manufacturer's warranty.

The CONTRACTOR shall fully warrant all repairs against defect in materials and/or workmanship for a period of one (1) year from delivery and acceptance.

All warranty provisions of the Uniform Commercial Code shall additionally apply.

12. MANUALS

The following manual shall be delivered with each piece of new equipment and be available on CD and/or online. The cost of the manual shall be included in the unit price.

Operation and Maintenance Manual 1 copy

13. **INSURANCE REQUIREMENTS**

CONTRACTOR agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the COUNTY'S review or acceptance of insurance maintained by CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR under this contract.

The CONTRACTOR shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

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

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

1. **Workers' Compensation** - The CONTRACTOR shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONTRACTOR using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
2. **Commercial General Liability** - The CONTRACTOR shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. CONTRACTOR further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. **Business Automobile Liability** - The CONTRACTOR shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the CONTRACTOR does not own automobiles the CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

By entering into this contract CONTRACTOR agrees to provide a waiver of subrogation or waiver of transfer of rights of recovery, in favor of the COUNTY for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

CONTRACTOR agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.

Prior to execution and commencement of any operations/services provided under this contract the CONTRACTOR shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONTRACTOR shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Purchasing & Contracts Division
400 E. South Street
Orlando, Florida 32801

14. CONTRACT TERM/RENEWAL

- A. This contract shall commence effective upon issuance of a term contract by the COUNTY and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiating COUNTY department(s) shall issue delivery (purchase) orders against the term contract on an "as needed" basis.
- C. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR'S and the COUNTY'S rights and obligations with respect to that order to the extent as if the order were completed during the contract's performance period.

15. PRICING/INVOICING

The CONTRACTOR shall have a published price list for all available pumps and parts. The CONTRACTOR shall list a percentage discount off of the published price list for pump and parts purchases on the price proposal page of this contract. The COUNTY requires a firm percentage discount for all pumps and parts for the entire contract period. Pricing is not required until a specific pump or part is ordered. Price lists may be updated annually. Price lists for pumps and parts shall be provided to the COUNTY on CD.

Pricing on invoices shall be accomplished by listing the pump or part and the list price of that pump or part, the discount percentage and dollar amount of the discount and the net price to be paid for the pump and/or parts being invoiced.

16. PRICING/AUDIT

The CONTRACTOR shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this contract. The COUNTY shall have access to such books, records, subcontract, financial operations, and documents of the CONTRACTOR or its subcontractors as required to comply with this section for the purpose of inspection or audit during normal business hours at the CONTRACTOR'S place of business.

17. PRICE ADJUSTMENT

Written request for price adjustments **for labor only**, may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. The base period for any requested adjustment shall be the beginning of the initial contract term. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. **The maximum allowable increase will not exceed 4%.** All price adjustments must be accepted by the Manager, Procurement Division and shall be accomplished by written amendment to this contract.

18. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the CONTRACTOR, the use of this contract may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the CONTRACTOR to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

19. SALVAGEABLE PARTS

When a pump is determined to be beyond reasonable repair, the COUNTY reserves the right to request that any and all salvageable parts from the broken pump be returned to the COUNTY.

20. REQUIREMENTS CONTRACT

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

SPECIFICATIONS/SCOPE OF SERVICES

COMPLIANCE WITH SPECIFICATIONS

The CONTRACTOR shall strictly adhere to the Orange County Utilities Standards and Construction Specifications Manual, latest edition. This manual may be found on-line at the following internet address:

<http://www.orangecountyfl.net/PlanningDevelopment/UtilitiesPlanningandConstruction.aspx>

PUMPS

The CONTRACTOR shall provide ABS pumps of the size and configuration as required and ordered by the COUNTY.

PARTS

The CONTRACTOR shall keep an ample inventory of high use parts to ensure parts availability. The CONTRACTOR shall provide a parts list on CD with pricing and the percentage discount off of the list price for all parts.

REPAIRS

The CONTRACTOR shall provide repairs to ABS pumps at the CONTRACTOR'S repair facility. Repairs shall be made using original equipment manufacturer parts and shall be accomplished by factory trained technicians.

PRICE PROPOSAL FORM

The CONTRACTOR shall provide the COUNTY ABS pumps, parts, and repairs including all labor and other resources necessary to provide the equipment and/or services as set forth in the specifications/scope of services contained herein for the percentage discount from manufacturer's published list price and prices stated on this price proposal form.

<u>Item#</u>	<u>Description</u>	<u>Unit Price/% Discount</u>
1.	Pumps as specified:	<u>10 %</u>
2.	Parts	<u>10 %</u>
3.	Hourly labor rate for repairs	<u>\$75.00 per hour</u>
4.	Environmental Fee	
	1 to 10 HP	<u>\$20.00 each</u>
	11 to 50 HP	<u>\$40.00 each</u>
	Greater than 50 HP	<u>\$60.00 each</u>
5.	Lubricants and Materials	
	1 to 10 HP	<u>\$20.00 each</u>
	11 to 50 HP	<u>\$30.00 each</u>
	Greater than 50 HP	<u>\$45.00 each</u>
6.	Flange Drilling	<u>\$-0-each</u>

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA

Hydra Service (S) Inc.

Company Name



Signature

Paul Robinson

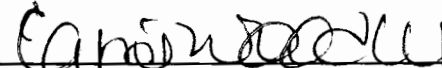
Typed Name

General Manager

Title

7/19/2016

Date

By: 
Carrie Woodell, MPA, CPPO, CFCM, C.P.M.
Manager, Procurement Division

8.3.16
Date

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Hydra Service (S) Inc.

**NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN
NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.**

TIN#: 63-1209755 D-U-N-S® # 02-862-4070

250 Springview Commerce Drive Debary
(Street No. or P.O. Box Number) (Street Name) (City)

Volusia Florida 32713
(County) (State) (Zip Code)

Contact Person: Keaton Heller

Phone Number: 407-625-1388 Fax Number: 407-330-3404

Email Address: kheller@hydraservice.net

EMERGENCY CONTACT

Emergency Contact Person: ~~Keaton Heller~~ Tim Estep
407-330-3456 407-212-1787
Telephone Number: ~~407-625-1388~~ Cell Phone Number: ~~407-625-1388~~
800-323-1731 Tim
Residence Telephone Number: ~~407-416-6305~~ Email: ~~Kheller@hydraservice.net~~

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Paul Robinson	General Manager	407-416-6305 / probinson@hydraservice.net
Keaton Heller	District Sales Manager	407-625-1388 / kheller@hydraservice.net


(Signature)

7/19/2016
(Date)

General Manager
(Title)

Hydra Service (S) Inc.
(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit
☐ Joint Venture ☒ Corporation

State of Incorporation: Alabama

Principal Place of Business (Florida Statute Chapter 607): Warrior/Blount/ Alabama
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is 63-1209755

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that Hydra Service (S) Inc. does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Bidder's Signature

Bidder's Signature

7/19/2016
Date

Date _____

SCHEDULE OF SUBCONTRACTING

IFB NO. Y16-1094-MR

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Is the SubContractor a Certified M/WBE with Orange County Government?	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

☒ To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

☐ The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

☒ The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

☐ The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Hydra Service (S) Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Paul Robinson

NAME (PRINT OR TYPE)

General Manager

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y16-1094-MR

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No. Y16-1094-MR, ABS Pumps, Parts and Repairs**, within the state of Florida.

NAME OF CONTRACTOR: Hydra Service (S) Inc.

ADDRESS OF CONTRACTOR: 250 Springview Commerce Drive

Debary, Florida, 32713

AUTHORIZED SIGNATURE:



TITLE:

General Manager

DATE:

7/19/2016

AMENDMENT NUMBER 1

CONTRACT Y16-1094, ABS PUMPS, PARTS AND REPAIRS

Effective date: August 1, 2019

1. The referenced contract is hereby renewed as follows:
From: August 1, 2019 through July 31, 2020.
2. All other specifications, terms and conditions, and prices remain unchanged.

Hydra Service (S), Inc.

Orange County Board of County
Commissioners Orange County, FL

Keaton Heller
Signature

Melisa Vergara
Signature

Keaton Heller
Printed/Typed Name

Melisa Vergara, CPPB

District Sales Manager
Title

Senior Purchasing Agent

3/5/19
Date

3/5/19
Date

AMENDMENT NUMBER 2

CONTRACT Y16-1094, ABS PUMPS, PARTS AND REPAIRS

Effective date: August 1, 2020

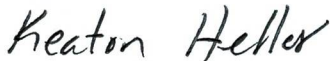
1. The referenced contract is hereby renewed as follows:
From: August 1, 2020 through July 31, 2021.
2. All other specifications, terms and conditions, and prices remain unchanged.

HYDRA SERVICE (S), INC.

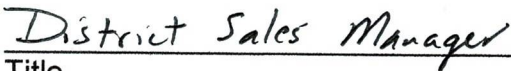
ORANGE COUNTY BOARD OF
COUNTY COMMISSIONERS
ORANGE COUNTY, FL



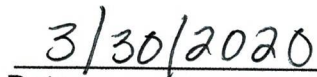
Signature



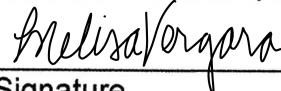
Printed/Typed Name



Title



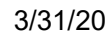
Date



Signature

Melisa Vergara, CPPB

Senior Contracting Agent



Date

AMENDMENT NUMBER 3

CONTRACT Y16-1094, ABS PUMPS, PARTS AND REPAIRS

Effective date: May 28, 2020

By mutual agreement, the subject contract is changed as follows:

The total amount of the contract has changed from \$1,400,000 to \$1,625,000, an increase of \$225,000 all other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

HYDRA SERVICE (S), INC.

Keaton Heller
Signature

Keaton Heller
Printed/Typed Name

District Sales Manager
Title

5/21/2020
Date

**ORANGE COUNTY BOARD OF
COUNTY COMMISSIONERS
ORANGE COUNTY, FL**

[Signature]
Signature

Zulay Millan, CPPO, CPPB, FCCM

Assistant Manager

June 1, 2020
Date

AGENDA ITEM

Meeting Date	
Tuesday, July 28, 2020	
Agenda Item Name	
Resolution No. 2020-29R <i>Woodhouse Spa</i>	
Requested Action	
Recommend approval of Resolution 2020-29R.	
Staff Report	
The owner, Victory Coast LLC, is requesting a Conditional Use Permit in the Central Business District (CBD) to construct a 6,000 square foot building to be used for personal services. The site is located southeast of the intersection of W. Osceola Street and West Avenue. The property consists of two parcels that consisted of older structures that will be redeveloped into a new two story building with parking and landscape. The entire project is approximately 0.25 +/- acres.   The project, as proposed on the Condition Use Site Plan prepared by Highland Engineering, shows the proposed building to have an estimated total square footage of approximately 6,000 square feet with each floor consisting of approximately 3,000 square feet. The CBD district allows buildings to be placed to the property line and limits height to 55 feet. The proposed building will not be built to the property line and will be under the 55 feet height limitation. The maximum permitted Floor Area Ratio (FAR) in the Central Business District is 3.0. The project will develop at approximately 0.58 +/- FAR, which is less than the maximum. The impervious surface ratio (ISR) of the project is 74%, which is under the allowable 100% in the CBD and the project will connect to the Victory Pointe Regional Stormwater System. Under Section 122-243 (b) of the Land Development Code, the CBD states any business establishment or structure proposing to occupy 3,000 square feet of total floor space or more shall require application for a conditional use permit. The proposed spa use is permitted under personal services. The applicant has requested two variances in the construction of the building. The two variances are a reduced drive isle from 24 feet to 22 feet and a reduced landscape buffer. Staff has reviewed the application as submitted and finds the proposed building will not be detrimental to the health,	

safety or general welfare of persons residing or working in the vicinity. The proposed use is a permitted use. Staff recommends approval of the Conditional Use Permit Amendment with the conditions contained in Resolution No. 2020-29R. *The Planning and Zoning Commission recommended approval, 6-0.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	2020-29R Woodhouse Spa - Reviewed and Formatted BL	2020-29R Woodhouse Spa - Reviewed and Formatted BL.doc
2.	Woodhouse Spa Maps	Woodhouse Spa Maps.pdf
3.	Woodhouse Spa SCHEM ELEV 042820 V1 (002)	Woodhouse Spa SCHEM ELEV 042820 V1 (002).pdf
4.	Wood House Spa CUP Site Plan-4-24-20	Wood House Spa CUP Site Plan-4-24-20.pdf
5.	Woodhouse Spa Justification Letter	Woodhouse Spa Justification Letter.pdf
6.	Woodhouse Spa Application	Woodhouse Spa Application.pdf
7.	WOODHOUSE SPA CUP Legal Ad Proof	WOODHOUSE SPA CUP Legal Ad Proof.pdf



CITY OF CLERMONT
RESOLUTION NO. 2020-29R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A BUSINESS TO OCCUPY MORE THAN 3,000 SQUARE FEET OF FLOOR SPACE IN THE CENTRAL BUSINESS DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held July 7, 2020 recommended approval of this Conditional Use Permit to allow for a business to occupy more than 3,000 square feet of floor space in the Central Business District; at the following location:

LOCATION:

Southeast corner of the intersection of Osceola Street and West Avenue
(Alternate Key # 1615143 & 1815371)

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location.

WHEREAS, based on the foregoing, the City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for a Conditional Use Permit to allow for a business to occupy more than 3,000 square feet of floor space in the Central Business District be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No 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.



CITY OF CLERMONT
RESOLUTION NO. 2020-29R

3. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
4. 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.
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.
7. 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.
8. The structure shall be inspected by the Fire Marshall for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. 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.

SECTION 2: LAND USE

1. Permitted uses shall include personal services in a building not to exceed 6,300 square feet of floor area. Other permitted uses in the CBD zoning district are also permitted.



CITY OF CLERMONT
RESOLUTION NO. 2020-29R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of July, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

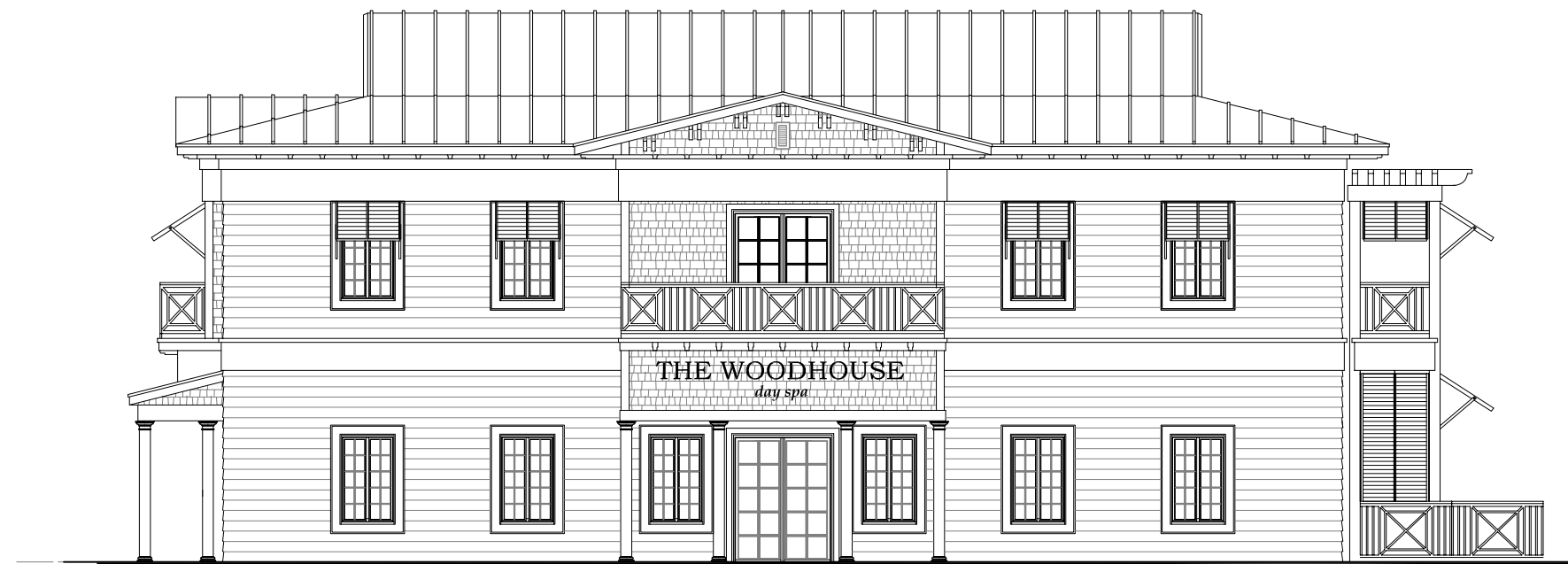
Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Woodhouse Spa





SCHEMATIC ELEVATION - OSCEOLA STREET



SCHEMATIC ELEVATION - PARKING AREA

PROJECT NAME:

WOODHOUSE SPA
CLERMONT, STATE

DRAWING TITLE:

SCHEMATIC ELEVATIONS
SCALE: 3/32" = 1'-0"

DATE:

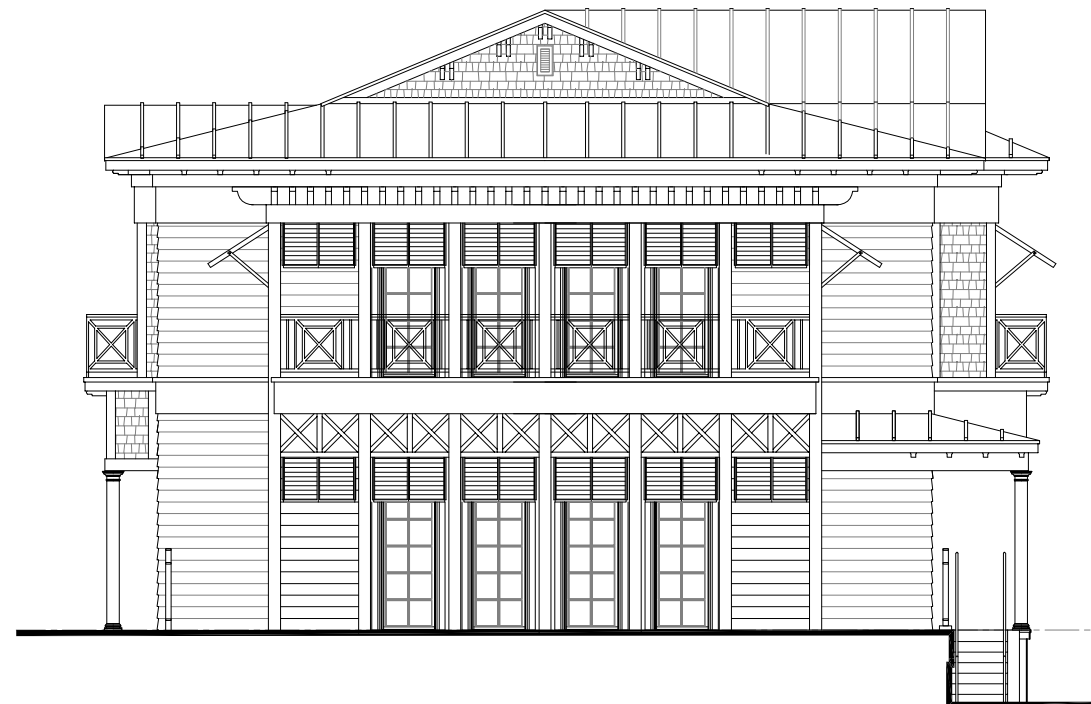
04-27-2020

SHEET NO:

SFP-01



SCHEMATIC ELEVATION - WEST AVENUE



SCHEMATIC ELEVATION - COURTYARD

PROJECT NAME:

WOODHOUSE SPA
CLERMONT, STATE

DRAWING TITLE:

SCHEMATIC ELEVATIONS
SCALE: 3/32" = 1'-0"

DATE:

04-27-2020

SHEET NO:

SFP-02

CONDITIONAL USE SITE PLAN
WOODHOUSE SPA
CLERMONT, FLORIDA
PARCEL NO. 24-22-25-0100-093-01700
PARCEL NO. 24-22-25-0100-093-01701

SITE DATA

OWNER: VICTORY COAST, LLC
PO BOX 120607
CLERMONT, FL 34712

PARCEL NO: 24-22-25-0100-093-01700
24-22-25-0100-093-00701

ALTERNATE KEY: 1615143
1815371

EXISTING ZONING: CBD - CENTRAL BUSINESS DISTRICT

EXISTING USE: SALON (EXISTING BUILDING AREA: 961 SQ.FT.)
VACANT

EXISTING FLU: DOWNTOWN MIXED USE

PROPOSED USE: SPA

PROPOSED BUILDING AREA: 6,000 SQ.FT. (TWO STORY, 3,000 SQ.FT± PER FLOOR)

TOTAL AREA: 0.25 ACRES

ZONING/FUTURE LAND USE:

	ZONING	FLU
NORTH:	CBD - CENTRAL BUSINESS DISTRICT	DOWNTOWN MIXED USE
SOUTH:	CBD - CENTRAL BUSINESS DISTRICT	DOWNTOWN MIXED USE
EAST:	CBD - CENTRAL BUSINESS DISTRICT	DOWNTOWN MIXED USE
WEST:	CBD - CENTRAL BUSINESS DISTRICT	DOWNTOWN MIXED USE

IMPERVIOUS AREA SUMMARY:

EXISTING IMPERVIOUS:

PROPOSED IMPERVIOUS: 3,000 SQ.FT. BUILDING FOOTPRINT
5,000 SQ.FT. PAVEMENT AND SIDEWALKS
8,000 SQ.FT. TOTAL (74%)

SETBACKS:

FRONT: 0'
SIDE: 0'
REAR: 0'

WATER: CITY OF CLERMONT

SEWER: CITY OF CLERMONT

BUILDING HEIGHT: 55' MAXIMUM

PARKING REQUIRED:

1 SPACE/400 SQ.FT. = 6,000 SQ.FT. / 400 SQ.FT. = 15 SPACES
WITH 1 ADA SPACE

PARKING CREDIT: EXISTING BUILDING: 964 SQ.FT / 400 SQ.FT. = 2.4 SPACES

TOTAL REQUIRED PARKING = 12.6 => 13 PARKING SPACES

PARKING PROVIDED:

5 SPACES ONSITE / 8 SPACES OFFSITE (STREETSIDE/HISTORIC VILLAGE)

STANDARD SPACES SHALL BE: 10' x 18' W/ 2' BUMPER OVERHANG
ADA SPACES SHALL BE: 12' x 18' WITH 5' ACCESSIBLE AISLE

VARIANCES REQUESTED:

- LANDSCAPE BUFFERS REQUESTED:

	REQUIRED	PROVIDED
NORTH:	15'	3'
SOUTH:	10'	5' WITH 6' PRIVACY FENCE
EAST:	10'	VARIES 0'-5' WITH 6' PRIVACY FENCE
WEST:	15'	7' ADJACENT TO PARKING AND 4' ADJACENT TO BUILDING

- PARKING: A PARKING VARIANCE IS BEING REQUESTED TO ALLOW THE USE OF 8 OFFSITE
PARKING SPACES. THESE SPACES WILL BE BOTH STREETSIDE AND AT THE HISTORIC
VILLAGE.

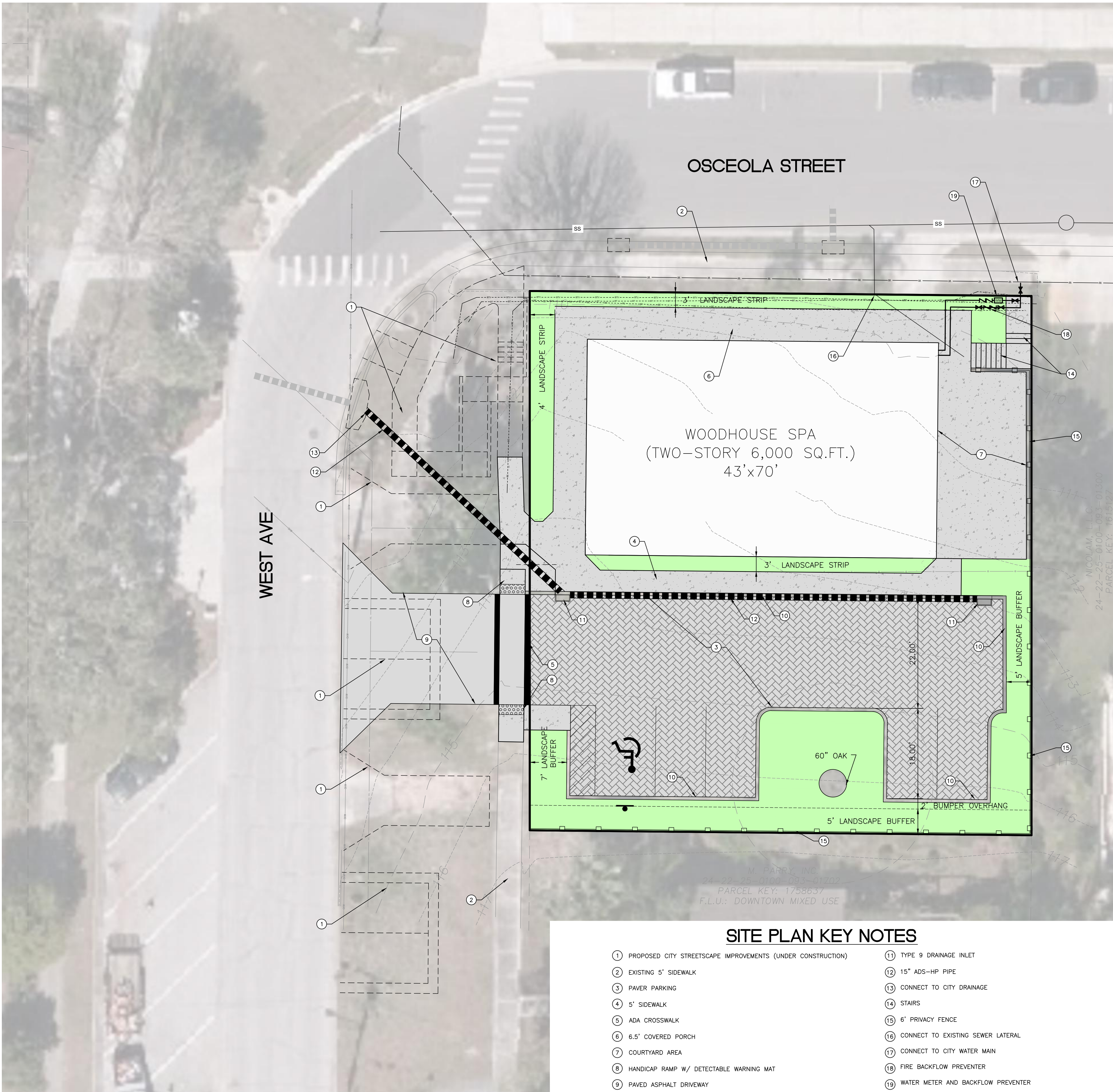
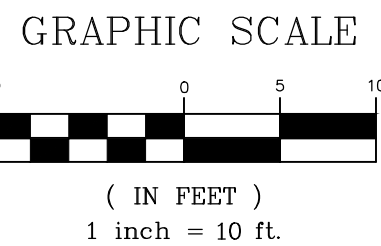
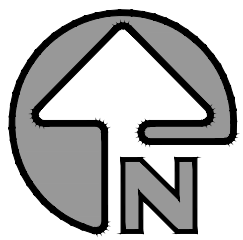
- DRIVE AISLE WIDTH: A WAIVER IS REQUESTED FOR THE REDUCTION OF THE STANDARD
DRIVEWAY PARKING ISLE WIDTH FROM 24' to 22' TO MINIMIZE IMPACTS TO THE ROOT
SYSTEM OF THE EXISTING OAK TREE LOCATION ON SITE.

PROPERTY DESCRIPTION

THE NORTH 55 FEET OF LOTS 17 AND 19, BLOCK 93, OFFICIAL MAP OF THE CITY OF CLERMONT,
ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE S 17-23, PUBLIC RECORDS OF
LAKE COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 52.5 FEET OF THE SOUTH 95 FEET OF LOTS 17 AND 19, BLOCK 93, CITY OF CLERMONT,
ACCORDING TO THE THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 17-23, INCLUSIVE, OF
THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



SITE PLAN KEY NOTES

- PROPOSED CITY STREETSCAPE IMPROVEMENTS (UNDER CONSTRUCTION)
- EXISTING 5' SIDEWALK
- PAVER PARKING
- 5' SIDEWALK
- ADA CROSSWALK
- 6.5' COVERED PORCH
- COURTYARD AREA
- HANDICAP RAMP W/ DETECTABLE WARNING MAT
- PAVED ASPHALT DRIVEWAY
- TYPE D CURB
- TYPE 9 DRAINAGE INLET
- 15" ADS-HP PIPE
- CONNECT TO CITY DRAINAGE
- STAIRS
- 6' PRIVACY FENCE
- CONNECT TO EXISTING SEWER LATERAL
- CONNECT TO CITY WATER MAIN
- FIRE BACKFLOW PREVENTER
- WATER METER AND BACKFLOW PREVENTER

WOODHOUSE SPA
CONDITIONAL USE SITE PLAN



JOB No.: DWJ-001
DESIGNED BY: J.B. & J.K.
DRAWN BY: J.B. & J.K.
APPROVED BY: J.B.
DATE: 04-24-2020
SHEET: 1 OF 1

NOT FOR CONSTRUCTION
UNLESS SIGNED AND SEALED

DATE: _____



HIGHLAND ENGINEERING, INC.

May 1, 2020

City of Clermont

RE: Woodhouse Spa
CUP / Variance Application
Parcel No. 24-22-25-0100-093-01700 and 24-22-25-0100-093-00701

This justification letter has been prepared in support of the pending Conditional Use Permit and Variance Applicants for the above referenced properties. The applicant, Victory Coast, LLC, would like to construct a two story 6,000 Sq.Ft. (3,000 Sq.Ft. per floor) building to be used as a day spa. The Woodhouse Day Spa was voted the Number One day spa chain in America by Day Spa Magazine and the proposed building size is very typical of their standards to provide a peaceful and relaxing environment for its clients.

In regards to the CUP application, the proposed spa is an allowed use in the CBD district, however a conditional use permit is required because the building square footage exceeds 3,000 Sq.Ft.

In regards to the variance application, the applicant would like to save the existing 60" oak tree located on the south end of the property and in order to provide sufficient separation from the tree, several variances are required to the required landscape buffers as specified in Sec. 122-248 and 118-37. A 15 foot landscape buffer is required along the street frontage of Osceola Street and West Avenue and a 10 foot landscape buffer is required along the east and south property lines. The applicant is requesting these buffers be reduce to 7' where adjacent to the parking along west avenue, 4' where adjacent to the building façade on west avenue, 3' where adjacent to the building on Osceola Street, zero feet where adjacent to the courtyard, and 5' where adjacent to the parking on the east and south property line. In order to minimize impacts to the adjoining property owners, the applicant is proposing a 6' foot tall privacy fence for the entire length of the east and south property line.

In addition to the landscape buffers, the applicant is also requesting a variance for parking as required by Sec. 122-247 and Sec. 98-15 to allow the use of 6 off-site parking spaces and to reduce the standard parking lot isle width from 24 foot wide to 22 foot wide. This request is being made in order to maximize the amount of provided parking in consideration of the property size, property grade changes, and existing 60" oak tree. The proposed project would require 15 parking spaces, however, the subject property area consists of a vacant parcel with is intitled to a two parking space credit and an existing 961 Sq.Ft. building on the adjoining parcel in which a 2.4 parking space credit is allowed. This reduces the required parking down to 11 parking spaces in which the applicant has made every attempt to maximize parking on-site by providing 5 spaces and the remaining 6 spaces can be accommodated streetside and at the Historic Village located across the street on West Ave. In addition to the reduction in parking, we feel the reduction of the standard parking lot isle width for this small parking lot provides additional landscape areas and does not cause any inefficiency with the function of the parking lot.

We feel that the requested variances in conjunction with the cup application represent the minimum variance required, are consistent with the city's comprehensive plan and uphold the intent of the CBD district to enhance the harmonious mixture of residential, commercial, professional, institutional and governmental enterprises while providing a unique and enjoyable shopping and activity center for the city.

Please advise should you have any additional questions concerning the above responses.

Sincerely,

Highland Engineering, Inc.

A handwritten signature in black ink, appearing to read "Jeffery W. Banker", written in a cursive style.

Jeffery W. Banker, P.E.
Principal



**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 4-27-2020

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): Woodhouse Spa

APPLICANT: Victory Coast, LLC

CONTACT PERSON: Darren Johnson

Address: PO Box 120607

City: Clermont State: Florida Zip: 34711

Phone: 352-242-3870 Fax: _____

E-Mail: darren@dwj-p.com

OWNER: Same

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 503 WEST AVE and 517 WEST AVE CLERMONT FL 34711

General Location: Southeast corner of the intersection of Osceola Street and West Avenue

Legal Description (include copy of survey): _____

Parcel No. 24-22-25-0100-093-01700 and 24-22-25-0100-093-00701, see survey attached

Land Use (City verification required): Downtown Mixed Use

Zoning (City verification required): CBD - Central Business District



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

The proposed project will include a new two-story 6,000 Sq.Ft. building (3,000 Sq.Ft. per floor) to replace the existing 964 Sq.Ft. structure that is currently used as a salon. 5 parking spaces will be provided on-site and the remaining 8 parking spaces will be off-site in the adjoining street-side parking areas and at the Historic Village. Additional parking cannot be provided on-site due to the property configuration and the location of a large 60" oak tree that the applicant would like to save. The building will be located as close to the street-side as possible as possible, however, a landscape strip along Osceola Street and West Avenue is being provided to provide perimeter building landscaping. The applicant is also proposing a minimum 5' landscape buffer along the east, south and west property lines where adjacent to the parking facilities. This 5' buffer is proposed instead of the required 10' landscape buffer and 15' street-side landscape buffer in order to maximize parking on-site to the fullest extent possible. The applicant is also proposing to reduce the standard driveway isle width of 24' wide to 22' wide in order to maximize landscape buffer areas to the fullest extent possible and to provide as much separation as possible around the existing 60" oak tree and to minimize impacts to the root structure. Waivers/Variations requested with this application are as follows:

1. Reduction of the required landscape buffers as shown on the provided site plan.
2. Allow for the use of 8 off-site parking spaces.
3. Reduction in the standard driveway width of 24' wide to 22' wide.

Darren Johnson

Applicant Name (print)

Darren Johnson

Owner Name (print)

X Darren Johnson

Applicant Name (signature)

X Darren Johnson

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. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10097245
Phone: (352) 241-7331
Date: 06/19/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a	06/30/2020	07/07/2020	\$173.52

LEGAL NOTICE

City Clerk

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a business to occupy more than 3,000 square feet of floor space in the Central Business District.

Ad No: 10097245
June 30, 2020 &
July 07, 2020

LOCATION

Southeast corner of the intersection
of Osceola Street and West Avenue
(Alternate Key # 1615143 &
1815371)

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

The Planning & Zoning Commission will consider the request at a public hearing on Tuesday, July 7, 2020 at 6:30 P.M., and

The City Council will consider the request at a public hearing on Tuesday, July 14, 2020 at 6:30 P.M.

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

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC

Payment Info	
Ad Price	\$173.52
Tax	\$0.00
Sub Total	\$173.52
Prepaid Amount	\$0.00
Balance Due	\$173.52

**AGENDA ITEM****Meeting Date**

Tuesday, July 28, 2020

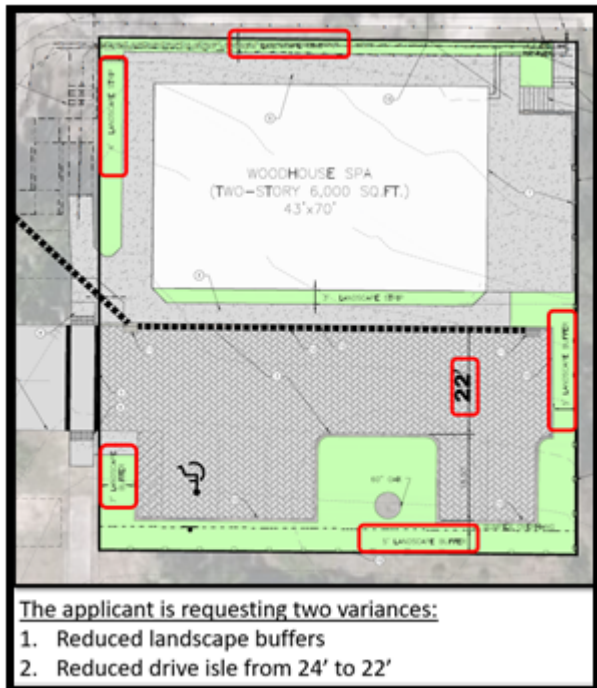
Agenda Item NameVariance Request
*Woodhouse Spa***Requested Action**

Recommend approval of the variance requests.

Staff Report

The owner, Victory Coast LLC, has plans to construct a 6,000 square foot building in the Central Business District for personal services. The site is located southeast of the intersection of W. Osceola Street and West Avenue. The property consists of two parcels that consisted of older structures that will be redeveloped into a new two-story building with parking and landscape. The entire project is approximately 0.25 +/- acres.

In order to accommodate the proposed building, parking, and preservation of an existing 60-inch oak tree, the applicant has requested two variances for the project: (1) reduced landscape buffers (Section 122-248 & 118-37) and (2) reduction in the drive isle width (Section 98-15).



The applicant is requesting a reduction in the landscape buffer width for the project. The applicant will still be installing the landscaping around the site, but will not be at the width of the code. In addition, a six (6) foot high privacy fence incorporated into the landscaping around the parking area along the southern and eastern boundary will be installed. The privacy fence will minimize impacts to the adjoining property. The northern and western boundaries are adjacent to public streets and will have the elevation of the building with the incorporated

landscaping as a view. The reduction in the landscape buffer width will still allow landscaping to be installed and provide for a visual appeal. As for the reduction in drive isle width from 24 feet to 22 feet, this will not cause any inefficiency with the function of the parking lot. This was reviewed by the City's Fire Department and was not a concern.

Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as submitted and finds the application does meet a positive finding. Therefore, staff recommends approval of the variance requests to the Land Development Code.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Woodhouse Spa Justification Letter	Woodhouse Spa Justification Letter.pdf
2.	Wood House Spa CUP Site Plan-4-24-20	Wood House Spa CUP Site Plan-4-24-20.pdf
3.	Woodhouse Spa Variance Locations	Woodhouse Spa Variance Locations.pdf
4.	New 86-174 Review Criteria- Woodhouse Spa VAR	New 86-174 Review Criteria- Woodhouse Spa VAR.pdf
5.	Woodhouse Spa Variance Application	Woodhouse Spa Variance Application.pdf
6.	WOODHOUSE SPA VARIANCE Legal Ad	WOODHOUSE SPA VARIANCE Legal Ad.pdf



HIGHLAND ENGINEERING, INC.

May 1, 2020

City of Clermont

RE: Woodhouse Spa
CUP / Variance Application
Parcel No. 24-22-25-0100-093-01700 and 24-22-25-0100-093-00701

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Please advise should you have any additional questions concerning the above responses.

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Jeffery W. Banker, P.E.
Principal

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WOODHOUSE SPA
CLERMONT, FLORIDA
PARCEL NO. 24-22-25-0100-093-01700
PARCEL NO. 24-22-25-0100-093-01701

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PO BOX 120607
CLERMONT, FL 34712

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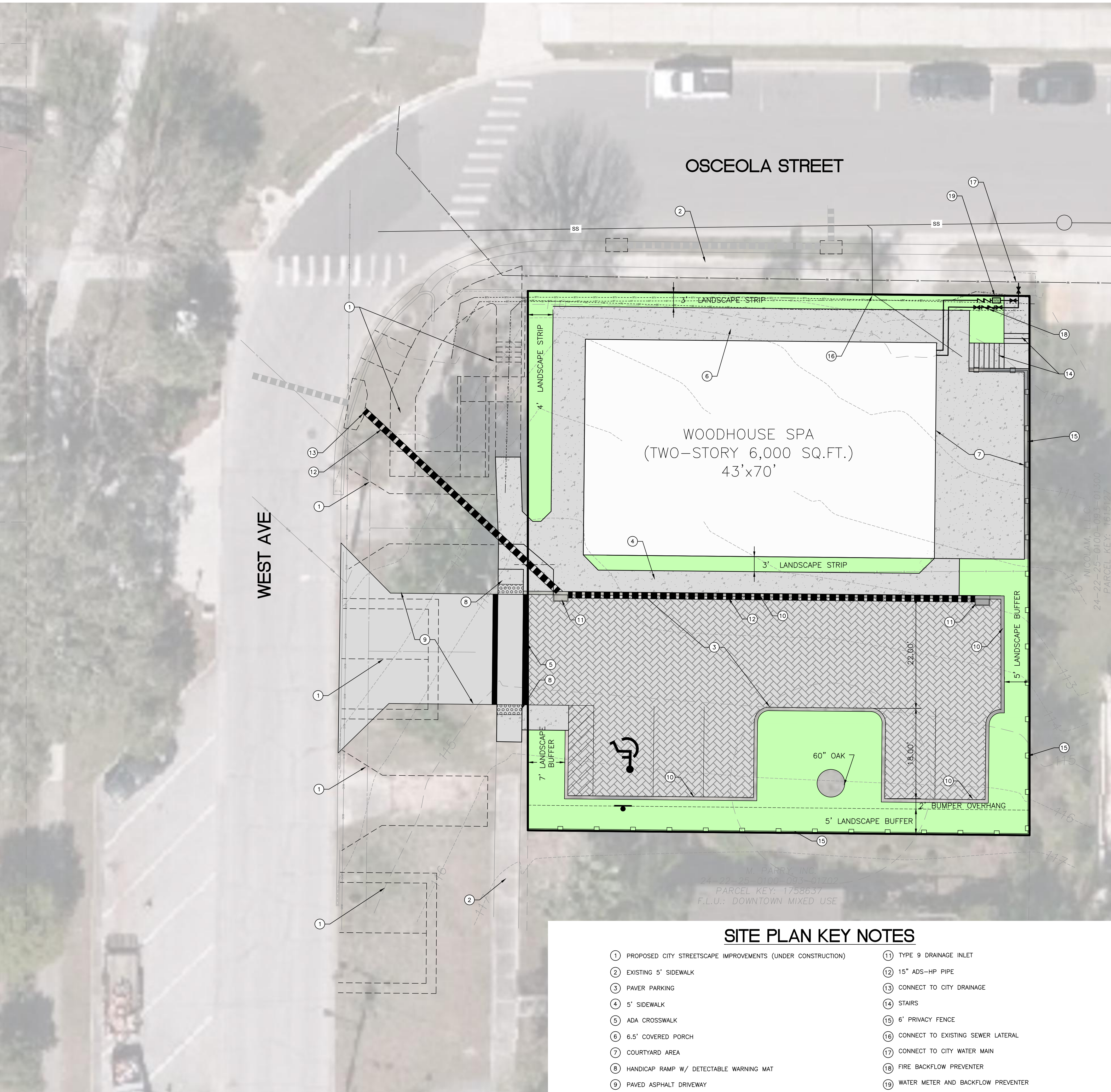
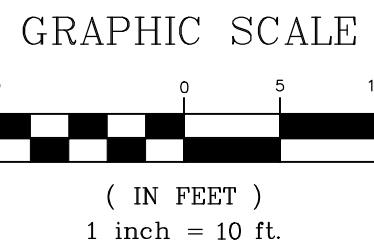
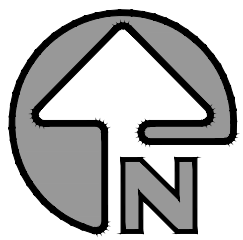
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TOGETHER WITH:

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ACCORDING TO THE THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 17-23, INCLUSIVE, OF
THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



SITE PLAN KEY NOTES

- | | |
|---|---------------------------------------|
| 1 PROPOSED CITY STREETSCAPE IMPROVEMENTS (UNDER CONSTRUCTION) | 11 TYPE 9 DRAINAGE INLET |
| 2 EXISTING 5' SIDEWALK | 12 15" ADS-HP PIPE |
| 3 PAVER PARKING | 13 CONNECT TO CITY DRAINAGE |
| 4 5' SIDEWALK | 14 STAIRS |
| 5 ADA CROSSWALK | 15 6' PRIVACY FENCE |
| 6 6.5' COVERED PORCH | 16 CONNECT TO EXISTING SEWER LATERAL |
| 7 COURTYARD AREA | 17 CONNECT TO CITY WATER MAIN |
| 8 HANDICAP RAMP W/ DETECTABLE WARNING MAT | 18 FIRE BACKFLOW PREVENTER |
| 9 PAVED ASPHALT DRIVEWAY | 19 WATER METER AND BACKFLOW PREVENTER |
| 10 TYPE D CURB | |

WOODHOUSE SPA
CONDITIONAL USE SITE PLAN

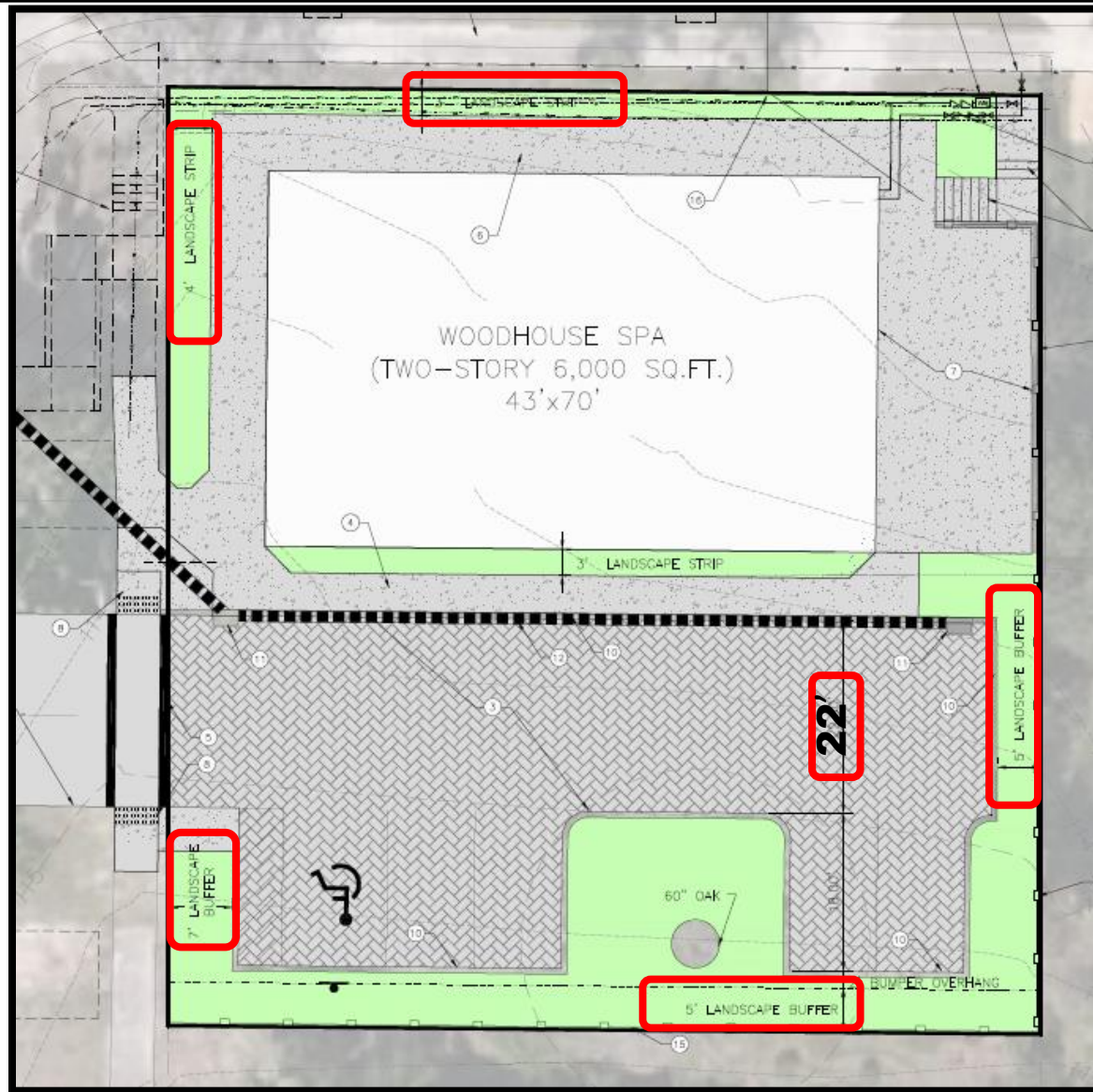


JOB No.: DWJ-001
DESIGNED BY: J.B. & J.K.
DRAWN BY: J.B. & J.K.
APPROVED BY: J.B.
DATE: 04-24-2020
SHEET: 1 OF 1

NOT FOR CONSTRUCTION
UNLESS SIGNED AND SEALED

DATE: _____

Exhibit – Variances – Woodhouse Spa



The applicant is requesting two variances:

1. Reduced landscape buffers
2. Reduced drive isle from 24' to 22'

Woodhouse Spa Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;
Applicant response: There is no evidence that the proposed development will cause interference with the reasonable enjoyment of adjacent or nearby property owners.

Staff comments: The applicant is requesting two (2) variances to the Land Development Code. The applicant will still provide landscaping with screening in areas that are adjacent to adjoining property owners and along public rights-of-way. Since the landscaping will still be installed, the reduction in buffer width would not negatively affect the standard of living of citizens of the city. As for the drive isle reduction, there is no evidence that adjacent property owners will be impacted.

Positive Finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: The proposed reduced landscape buffer and reduced drive isle will uphold the intent of the CBD district.

Staff comments: The project will be developed with a reduced landscape buffer width. In the CBD, the property could entirely be covered with impervious surface (building) with no landscaping. The applicant has designed the site with preservation of the 60-inch oak tree in mind, which is a desirable characteristic in the downtown area. The variances will allow reasonable use of the property.

Positive Finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: Without the variances, this development is not possible within current code. This development will benefit the surrounding properties and enhance the overall area.

Staff comments: The owner is redeveloping the site that had structures built in the early 1900's. The redevelopment of properties in a city are very beneficial and is a sign of gentrification.

Positive Finding

- (4) The granting of the variance is consistent with the city's comprehensive plan:
Applicant response: The proposed development is consistent with the City's Comprehensive Plan.

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

Positive Finding

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

Applicant response: The request variances would represent the minimum variances required in order to provide ample landscaping and drive isle.

Staff comments: The requested variances allow redevelopment of the site in a harmonious way that would complement the Central Business District and the Downtown Master Plan.

Positive Finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as submitted and finds the application does meet a positive finding. Therefore, staff recommends **approval** of the variance request to the Land Development Code.



CITY OF CLERMONT VARIANCE

Filing Instructions

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

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

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

Notification of Public Hearing

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

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

Conditions of Approval and Denial

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



CITY OF CLERMONT
VARIANCE
Filing Instructions
Page 2

Check List

The following information shall be provided:

- _____ Proof of ownership, (i.e. Lake County Property record card, tax receipt, or deed.
- _____ Legal description of the property – may be on information above.
- _____ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).
- _____ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those eight (8) items in mind to justify the variance request.
- _____ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- _____ The original application and all supplemental materials.
- _____ Fee: \$300.⁰⁰ plus cost of advertisement for existing single-family residential
\$600.⁰⁰ plus cost of advertisement for all others

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542



CITY OF CLERMONT
VARIANCE
Application

DATE: 4-27-2020

FEE: _____

PROJECT NAME (if applicable): Woodhouse Spa

APPLICANT: Victory Coast, LLC

CONTACT PERSON: Darren Johnson

Address: PO Box 120607

City: Clermont State: Florida Zip: 34711

Phone: 352-242-3870 Fax: _____

E-Mail: darren@dwj-p.com

OWNER: Same

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 503 WEST AVE and 517 WEST AVE CLERMONT FL 34711

General Location: Southeast corner of the intersection of Osceola Street and West Avenue

Legal Description (include copy of survey): _____

Parcel No. 24-22-25-0100-093-01700 and 24-22-25-0100-093-00701, see survey attached

Land Use (City verification required): Downtown Mixed Use

Zoning (City verification required): CBD - Central Business District



CITY OF CLERMONT
VARIANCE
Application
Page 2

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

Sec. 122-248. - Landscaping, buffers and tree protection and Sec. 118-37. - Landscape buffers.
Sec. 122-247. - Off-street parking and Sec. 98-15. - Parking illustrations

What are you proposing to do that would require a variance and why?

Sec. 122-248 and Sec. 118-37, requires a 10' landscape buffer along the east and south property lines and a 15' landscape buffer along the streetside of Osceola Street and the streetside of West Ave. A variance is required in order to maximize the provided on-site parking and to provide sufficient area to save the existing 60" oak tree located on the south side of the property. Sec. 122-247 and Sec. 98-15 requires a total of 15 parking spaces, in order to save the existing 60" oak tree a variance is required to reduce the number of parking spaces provided on-site to 5 and to reduce the parking isle width from 24' to 22' wide. Considering the 2 parking space credit for the vacant parcel and the 2.4 parking space credit for the existing building, 6 parking spaces are required off-site.

How does the Code create a hardship?

The size of the property, location of the existing 60" oak tree and nearly 9 foot vertical grade difference of the property restricts the ability to develop the subject property in full conformance with the requirements of the CBD district. In consideration of the standards of the CBD district, the applicant has made significant accommodations on the site plan to maximize both landscape buffers and parking while still upholding the intent of the CBD district to enhance the harmonious mixture of residential, commercial, professional, institutional and governmental enterprises while providing a unique and enjoyable shopping and activity center for the city.

*** * * * The following justifications must be completed * * * * ***
for any variance requested:

Variance requested – subject and code section:

Sec. 122-248. - Landscaping, buffers and tree protection and Sec. 118-37. - Landscape buffers.
Sec. 122-247. - Off-street parking and Sec. 98-15. - Parking illustrations

Sec. 86-174. Review criteria and findings.

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

(1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

In consideration of the landscape buffers which will provided adjacent to the south and east property lines, the applicant is proposing a 5' tall privacy fence to further buffer the adjoining properties from the proposed use. In order to save the existing 60" oak tree, the applicant has reduced on-site parking to the fullest extent possible and has reduced the internal pavement drive isle width to make every effort to save the existing tree. Off-site parking will be provided both streetside and on the Historical Village parking lot located directly across West Ave. These minor variance accommodations do not cause any negative impact to the adjoining property owners or to the standards of living in the city.



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

The proposed use is consistent with both the existing use of the property and the standards for development of the property, proposed landscape buffers, and reduction in parking are consistent with the character of other projects in the CBD district.

CITY OF CLERMONT VARIANCE

Application

Page 3

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

Strict compliance with the land development regulations would reduce the development potential of the subject property which is not consistent with the intent of the CBD district as specified in Sec. 122-241, in which lot and building regulations are intended to allow intensive development and encourage uses requiring a central location.

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

The granting of the variance for the reduction in the required landscape buffers, reduction in the required on-site parking, and reduction the the pavement drive isle width are consistent with the city's comprehensive plan and uphold the intent of the CBD district to enhance the harmonious mixture of residential, commercial, professional, institutional and governmental enterprises while providing a unique and enjoyable shopping and activity center for the city.

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

The variance request is the minimum variance needed to make reasonable use of the property in consideration of the property size, property grade changes, and existing 60" oak tree. If the variance were to be denied, the applicant would need to reduce both the size of the proposed parking facilities further and reduce the building perimeter landscape areas on both Osceola and West Ave. We feel the building perimeter landscaping is required in order to add to the overall aesthetic appeal of the property and to soften the facade of the proposed building.



CITY OF CLERMONT
VARIANCE
Application
Page 4

Darren Johnson
Applicant Name (print)

X Darren Johnson
Applicant Name (signature)

Darren Johnson
Owner Name (print)

X Darren Johnson
Owner Name (signature)

*** * * * * NOTICE * * * * ***

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont

Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape,



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

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

(1) Requests for variances to the adopted comprehensive plan.

(2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.

(3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building or structure which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

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

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

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

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

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



- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.

(Ord. No. 281-C, § 1(ch. 8, § 2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-99)

Advertising Receipt

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

Account Number: 7101866
Order Number: 10097287
Phone: (352) 241-7331
Date: 06/24/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the Clermont City Council will con	07/07/2020	07/07/2020	\$116.59

LEGAL NOTICE

Tracy Ackroyd, MMC
City Clerk

Notice is hereby given that the Clermont City Council will consider a request for the following two (2) variances to the Land Development Code: (1) To allow for a reduced minimum width landscape buffer, rather than fifteen feet (15'), as required by Section 122-248 & 118-37, (2) to allow for a reduced drive isle width of twenty-two (22) feet instead of twenty-four (24) feet, as required by the Land Development Code, Section 98-15 at the following location:

Ad No: 10097287
July 07, 2020

LOCATION:

Southeast corner of the intersection
of Osceola Street and West Avenue
(Alternate Key # 1615143 &
1815371)

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

The Clermont City Council will consider this request at a public hearing on Tuesday, July 14, 2020 at 6:30 P.M. in the Clermont City Hall, first floor Council Chambers, located at 685 West Montrose Street, Clermont FL 34711.

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.

Payment Info	
Ad Price	\$116.59
Tax	\$0.00
Sub Total	\$116.59
Prepaid Amount	\$0.00
Balance Due	\$116.59



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, July 28, 2020	
Agenda Item Name	
Variance Request <i>Mirror Lake Subdivision</i>	
Requested Action	
Recommend denial of the variance requests.	
Staff Report	
The applicant, Cameron Bradford is requesting six (6) variances to the Land Development Code to allow for construction of a 21 lot single-family residential subdivision. The vacant parcel is located on the south side of Old Highway 50, just west of the Greater Hills Subdivision. The zoning is R-1 Single Family Medium Density Residential with Low Density Residential Land Use. The applicant is requesting the following six (6) variances: 1) To allow for a private street, rather than public – variance is required pursuant to the Clermont Land Development Code, Section 110-192(1). 2) To construct only one cul-de-sac at the end of the street with no intermediate cul-de-sac – as required by Section 110-192 (8). 3) To reduce the landscape buffer along the east property line to 5 feet instead of the 10 feet required by Section 118-37. 4) To reduce the street right-of-way width to 50 feet, rather than 60 feet - as required by Section 110-193. 5) To construct a sidewalk on only one side of the street where homes will be located, rather than both sides of the street – as required by Section 110-194(3). 6) To reduce the front yard building setback to 20 feet, rather than 25 feet - as required by Section 122-125. The proposed 21-lot subdivision as designed would provide one access point off Old Highway 50. The applicant has indicated that because of existing topography changes and construction constraints, the six (6) variances are required to allow for development. The Council previously approved eight (8) variances in 2000, 2007 and 2008, to allow for a 24 lot single-family development that was never constructed. City Code Section 86-171 indicates a variance to the Land Development Code may be granted as a hardship relief when strict compliance to the code would render a parcel incapable of reasonable use and development. Staff finds the subject parcel is vacant therefore could be designed with a less intense development, which may not require variances to the land development code. The property as designed may provide a challenge for fire and emergency vehicles access because the the street and cul-de-sac widths does not meet the code. The request to reduce the landscape buffer from 10 feet to five feet would provide less screening to the east side properties and may be seen as undesirable and intrusive to adjacent property owners. Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as submitted and finds the application does not meet a positive finding. Therefore, staff recommends denial of the variance request to the Land Development Code.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. New 86-174 Review Criteria- Mirror Lake Subdivision	New 86-174 Review Criteria- Mirror Lake Subdivision.pdf	
2. Location Map	Location Map.pdf	
3. Mirror Lake Site Plan	Mirror Lake Site Plan.pdf	
4. Photos showing site location and topography	Photos showing site location and topography.pdf	
5. Application Exhibit A	Application Exhibit A.pdf	
6. Variance-Application-Mirror Lake 2-19-2020	Variance-Application-Mirror Lake 2-19-2020.pdf	
7. MIRROR LAKE VARIANCE AD	MIRROR LAKE VARIANCE.pdf	

Mirror Lake Subdivision Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: The proposed development will not affect the use, enjoyment of adjacent properties. All proposed development is residential single-family construction which is consistent with the existing properties current use.

Staff comments: The applicant is requesting six (6) variances to the Land Development Code to allow for construction of a 21 lots single-family residential subdivision. The property zoning is R-1 Single Family Medium Density Residential. The development as proposed with the substantial number of variances requested including a reduction to the required landscape buffers could negatively impact adjacent property owners. A landscape buffer that meets the code would allow for a larger screening area between the properties.

Negative Finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: The single-family homes being proposed in this Development are in character with other properties in the same zoning category. The variance requested does not affect the use of the property but rather the logistics of construction due to site constraints.

Staff comments: The subject parcel zoning is R-1 Single Family Medium Density Residential, which requires a minimum front yard setback of 25 feet; the request would allow a 20-foot front yard setback. Although the property may have site constraints, the applicant may be able to develop a less intense development that could require fewer variances to the Land Development Code.

Negative Finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: The benefits of the variance requested are that the development can proceed. Without the variances, this development is not possible within current code. This development will benefit the surrounding properties and enhance the overall area.

Staff comments: The site as existing may provide some constraints for development, but the applicant may be able to develop the property in a less intense manner, which may not require the requested variances to the code.

Negative Finding

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

Applicant response: *The proposed development of the site is in a density compatible with zoning. All development approvals, including construction plans, have been based on these variances as approved in 2006, 2007, and 2008.*

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

Positive Finding

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

Applicant response: *Yes, we are asking for the minimum number of variances possible while still being able to pursue the development plan as shown in the attached site plan and per the previously approved density and layout. We are actually requesting two less variances than were previously requested and approved for the same property. One of the listed variances is required to comply with St. Johns Water Management District.*

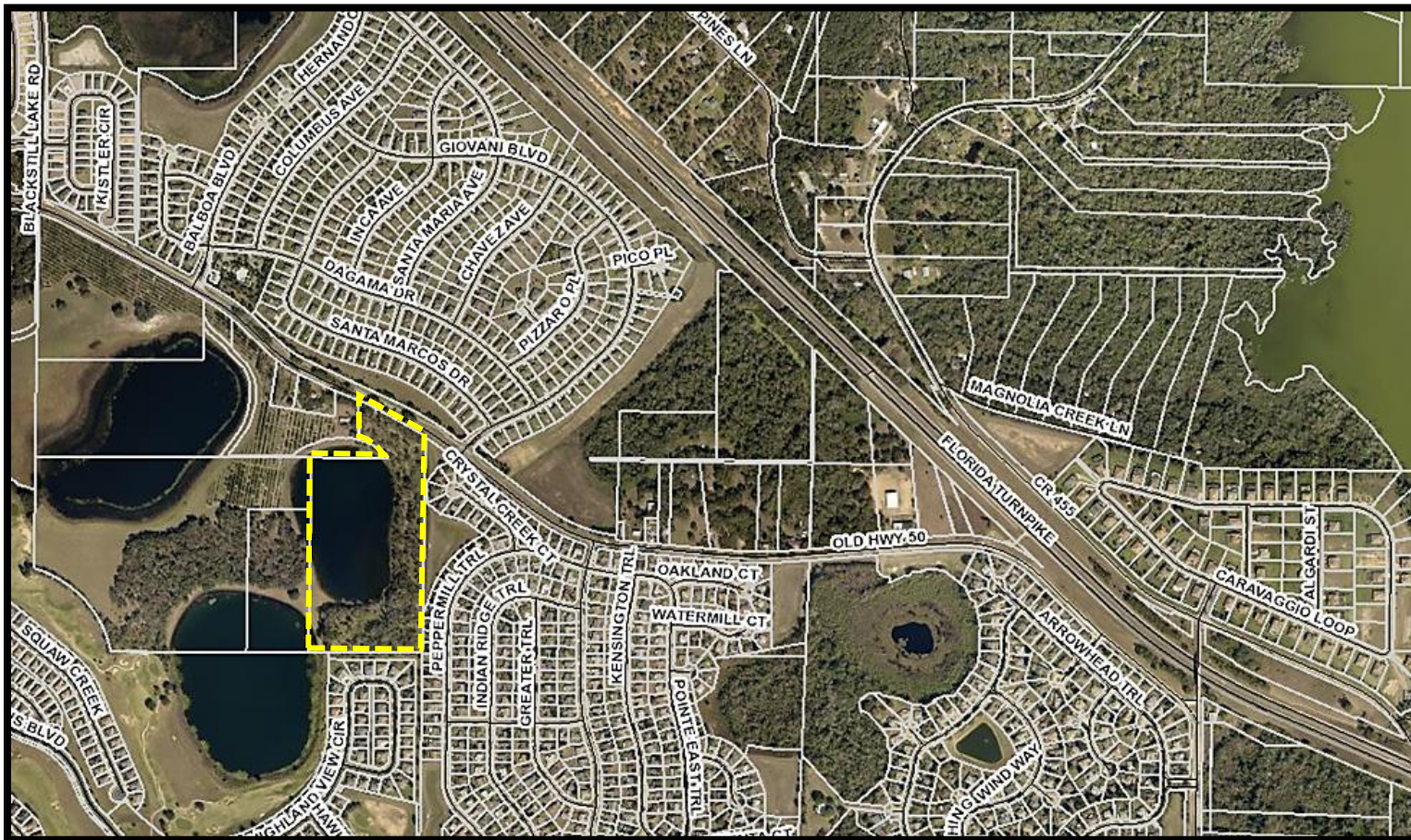
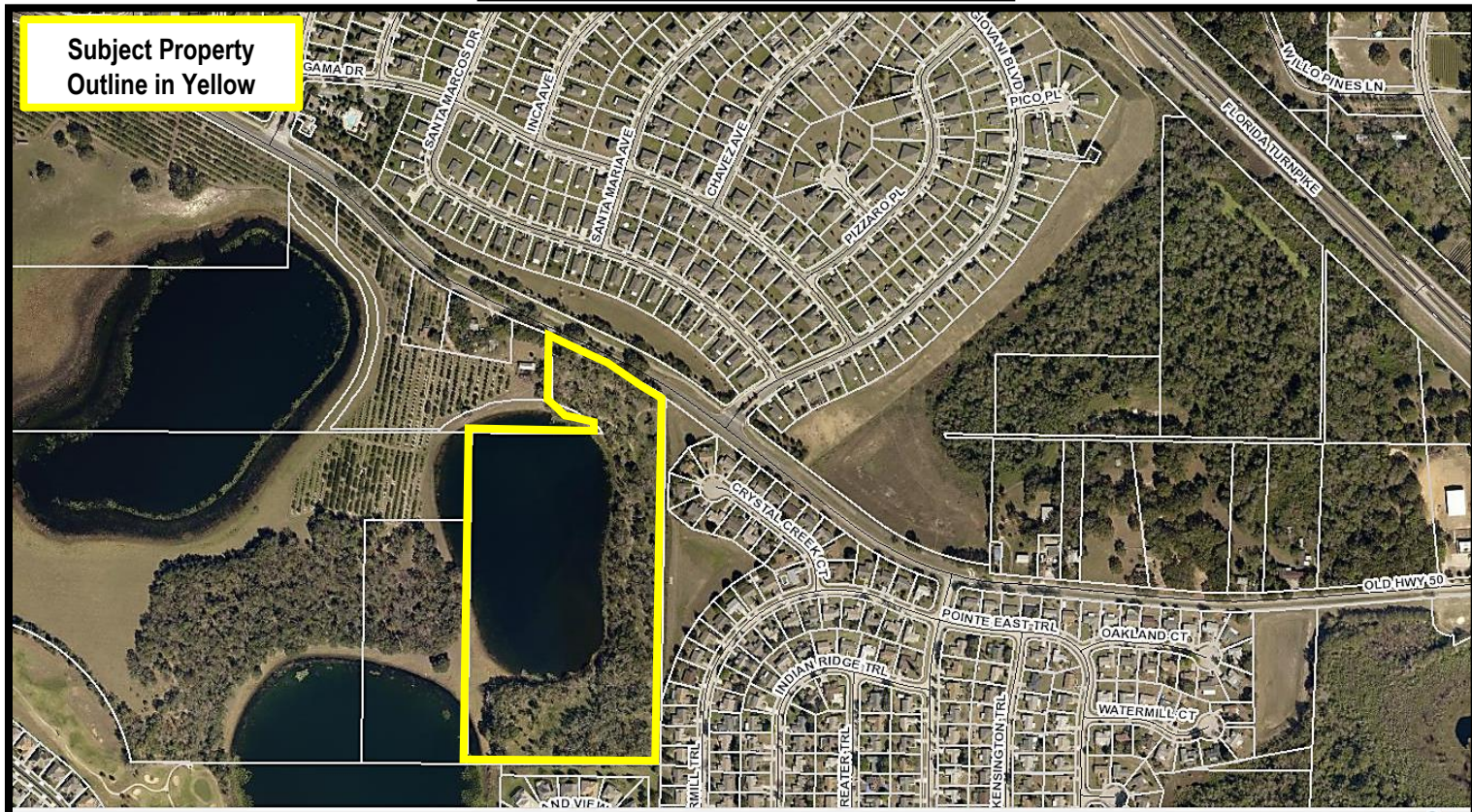
Staff comments: *The request for six (6) variances to the Land Development Code for a vacant lot that may have the ability of development and provide compliance to the Code. The request is not the minimum variance allowed to make reasonable use of the land. The applicant has the option of developing a less intense development that may not require six variances to the Code.*

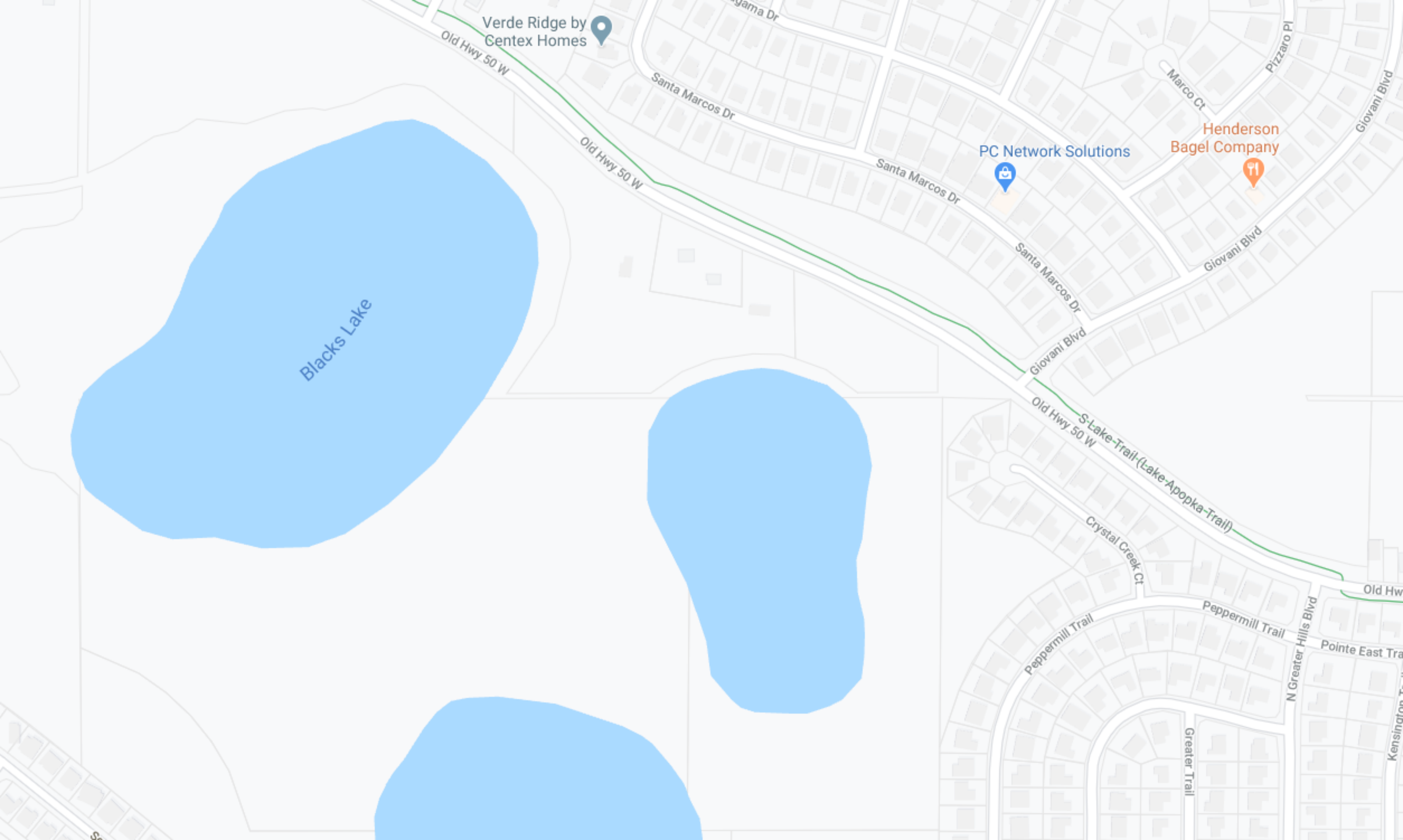
Negative Finding

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

LOCATION MAP

Subject Property
Outline in Yellow





Verde Ridge by
Centex Homes

PC Network Solutions

Henderson
Bagel Company

Blacks Lake

Old Hwy 50 W

Old Hwy 50 W

Santa Marcos Dr

Santa Marcos Dr

Santa Marcos Dr

Giovani Blvd

Giovani Blvd

Pizzaro Pl

Marco Ct

Giovani Blvd

Old Hwy 50 W

S-Lake-Trail (Lake-Apopka-Trail)

Crystal Creek Ct

Peppermill Trail

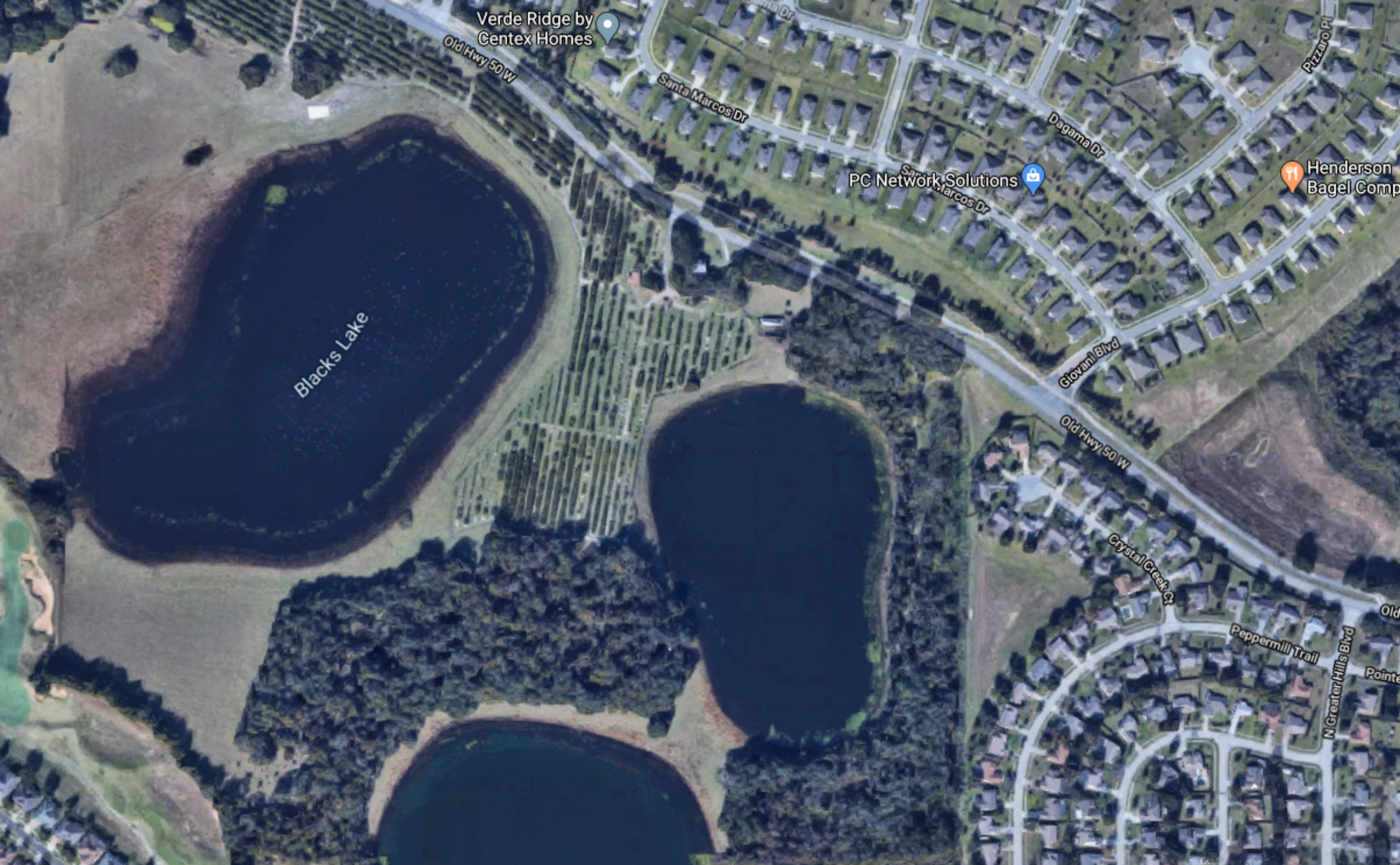
Peppermill Trail

N Greater Hills Blvd

Pointe East Tra

Greater Trail

Kensington



Verde Ridge by
Centex Homes

Old Hwy 50 W

Santa Marcos Dr

PC Network Solutions

Dagama Dr

Henderson
Bagel Comp

Pizzaro Pl

Blacks Lake

Giovani Blvd

Old Hwy 50 W

Crystal Creek Ct

Peppermill Trail

N Greater Hills Blvd

Pointe



**Black's
Lake**

79

Claypit

Reavills
Corner

79

150

COAST



221-1 Old Hwy 50 W

Clermont, Florida

Google

Street View



MIRROR LAKE DRIVE

T3 WPA

21

20

19

18

T5 LS

T4 WPA

17

16

15

14

13

12

11

10

9

8

7

6

5

4

3

2

1

CONSERVATION EASEMENT/UNDISTURBED UPLAND BUFFER

DRAINAGE EASEMENT

15' CONSERVATION EASEMENT/UNDISTURBED UPLAND BUFFER PER LOTLINE

15' DRAINAGE EASEMENT

15' LANDSCAPE BUFFER

R.O.W. DEDICATED TO LAKE COUNTY WITH UTILITIES 20' MINIMUM

15' LANDSCAPE BUFFER

Slake Trail (Lake Apopka Trail)
OLD HIGHWAY 50

EXHIBIT A

Cite the specific Zoning Ordinance from which you are requesting relief:

- See ordinance listed below with Variance Request

What are you proposing to do that would require a variance and why?

1. Ordinance 110-194. (3) — Construct sidewalk on only one side of street where homes will be on only one side of street.
2. Ordinance 110-192. (8) — Construct only one cul-de-sac at end of street with no intermediate cul-de-sac.
3. Ordinance 110-193 - Reduction of the minimum roadway centerline radius from 100 feet to 50 feet.
4. Ordinance 110-193 — Reduction of roadway right-of-way width from 60 feet to 50 feet.
5. Ordinance 122-125. (1) — Reduction of front building setback line from 25 feet to 20 feet.
6. Ordinance 110-192. (1) — Dedication of private streets

How does code create a hardship?

#1 - # 5 Site geometry and existing topography are such that lot depths are not large enough to build houses.

6 Gated subdivision requires street to be private.



CITY OF CLERMONT VARIANCE

Filing Instructions

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

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

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

Notification of Public Hearing

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

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

Conditions of Approval and Denial

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



CITY OF CLERMONT
VARIANCE
Filing Instructions
Page 2

Check List

The following information shall be provided:

- ☒ Proof of ownership, (i.e. Lake County Property record card, tax receipt, or deed.
- ☒ Legal description of the property – may be on information above.
- ☒ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).
- ☒ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those eight (8) items in mind to justify the variance request.
- ☒ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- ☒ The original application and all supplemental materials.
- ☒ Fee: \$300.⁰⁰ plus cost of advertisement for existing single-family residential
\$600.⁰⁰ plus cost of advertisement for all others

City of Clermont

Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542



CITY OF CLERMONT
VARIANCE
Application

DATE: 2-19-2020

FEE: 600

PROJECT NAME (if applicable): Mirror Lake Subdivision

APPLICANT: Mark & Anne Sholes / Agent Cameron Bradford - Bella Building Group

CONTACT PERSON: Cameron Bradford

Address: 1305 E Plant St

City: Winter Garden State: FL Zip: 34787

Phone: 407.963.2042 Fax: NA

E-Mail: mail@cambradford.com

OWNER: Mark Dias & Anne Sholes

Address: PO Box 770399

City: Winter Garden State: FL Zip: 34777

Phone: 407.488.9625 Fax: NA

Address of Subject Property: Old State Road 50, Clermont, FL

General Location: South side of SR 50 East of Blackstill Lake Rd - just west of the entrance to Greater Hills and Verde Ridge.

Legal Description (include copy of survey): See attached

Land Use (City verification required): Residential



Zoning (City verification required): R-1

CITY OF CLERMONT
VARIANCE
Application
Page 2

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
See exhibit A attached listing applicable ordinances.

What are you proposing to do that would require a variance and why? See exhibit A attached and cover letter explaining the variances being requested.
These variances were all previously approved for this development (2006-2008)

How does the Code create a hardship? See exhibit A, attached, and cover letter explaining how code confers specific hardships on the subject property due to specific topographic and geographic constraints such that lot depths are not sufficient to build houses.

*** * * * The following justifications must be completed * * * * ***
for any variance requested:

Variance requested – subject and code section: Multiple variances requested - see exhibit A attached.

Sec. 86-174. Review criteria and findings.

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

(1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

The proposed development will not affect the use, or enjoyment, of adjacent properties. All proposed development is residential single family construction which is consistent the the adjacent properties current use.



(2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
The single family homes being proposed in this Development are in character with other properties in the same zoning category. The variance requested does not affect the use of the property but rather the logistics of construction due to site constraints.

CITY OF CLERMONT

VARIANCE

Application

Page 3

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

The benefits of the variances requested are that the development can proceed.

Without the variances, this development is not possible within current code.

This development will benefit the surrounding properties and enhance the overall area.

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

The proposed development of the site is in a density compatible with zoning.

All development approvals, including construction plans, have been based on these variances as approved in 2006, 2007, and 2008.

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

Yes. We are asking for the minimum number of variances possible while still being able to pursue the development plan as shown in the attached site plan and per

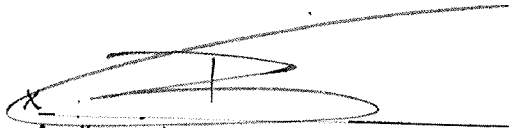
the previously approved density and layout. We are actually requesting two LESS variances than were previously requested and approved for the same property.

One of the listed variances is required to comply with St. Johns Water MGMT District.

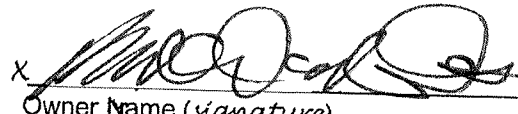
**CITY OF CLERMONT
VARIANCE**

Application
Page 4

____ Cameron Bradford ____
Applicant Name (print)

X 
Applicant Name (signature)

____ Mark Dias & Anne Sholes ____
Owner Name (print)

X 
Owner Name (signature)

******* NOTICE *******

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont

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



CITY OF CLERMONT
VARIANCE
Application
Page 4

Applicant Name (print)

X _____
Applicant Name (*signature*)

Owner Name (print)

X _____
Owner Name (*signature*)

******* NOTICE *******

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont

Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape,



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

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

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

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

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

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

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



- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.

(Ord. No. 281-C, § 1(ch. 8, § 2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-99)

Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10095441
Phone: (352) 241-7331
Date: 03/10/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the Clermont City Council will con	03/16/2020	03/16/2020	\$118.46

LEGAL NOTICE

hours prior to the public hearings.

Notice is hereby given that the Clermont City Council will consider a request for the following variances: (1) to allow five variances to the minimum requirements of the Land Development Code, Chapter 1.10 Subdivisions, (2) to allow a reduced landscape buffer instead of requirements for the Land Development Code, Chapter 1.18 - Vegetation and (3) to allow a reduced front yard setback instead of requirements for Section 122-125, and (4) To allow a topographical elevation change to exceed the maximum allowed of 10 feet, as required by the Code, Section 94-195, at the following location:

Tracy Ackroyd, MMC
City Clerk

Ad No: 10095441
March 16, 2020

LOCATION:

Vacant parcel located on Old Highway 50, east of Blackstill Lake Road (Alternate Key #2665459)

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

The Clermont City Council will consider this request at a public hearing on Tuesday, March 24, 2020 at 6:30 P.M. in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont FL

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48

Payment Info

Ad Price	\$118.46
Tax	\$0.00
Sub Total	\$118.46
Prepaid Amount	\$0.00
Balance Due	\$118.46



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, July 28, 2020			
Agenda Item Name			
Ordinance No. 2020-24 Final <i>Governor's Lake</i>			
Requested Action			
Recommend approval of Ordinance No. 2020-24			
Staff Report			
The owner, South Lake Connector, LLC is requesting to amend a Planned Unit Development (Ordinance No. 2017-02); the property is also known as (Kings Crossing Commercial), this amendment request will allow any conflict between Ordinance 2017-02 and Ordinance 461-M be repealed, and this Ordinance 2020-24 shall control subject property. The parcel is located at the southeast corner of Citrus Tower Blvd. and US Highway 27. The current PUD zoning allows C-1 Light Commercial permitted uses. The City Council approved on January 10, 2017 (Ordinance No 2017-02) rezoning the property from C-1 to Planned Unit Development. At that time, the existing storm water pond (labeled Tract F) in the Master Development Plan was relocated as part of the platting process and approved by Lake County. The conceptual plan submitted and approved with the PUD identified the pond relocation and allocated C-1 uses over the former pond tract. Currently, that portion of the property identified as (Lost Lake Tract F) Is being sold to the Veterans Administration for the new VA outpatient clinic, currently under review for final site plan approval and construction. There is a legal issue with the title insurance and closing of the property, which requires the previous Master Development Plan be amended to resolve any conflict. There are no other changes to the Planned Unit Development (PUD). Staff has reviewed the applicant's request and recommends approval of Ordinance 2020-24 amending the Planned Unit Development (PUD). <i>The Planning and Zoning Commission voted 6-0 to recommend approval of Ordinance No. 2020-24.</i>			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	2020-24 - PUD Govenors Lake PUD Amendment	2020-24 - PUD Govenors Lake PUD Amendment	

	(FORMATTED)	(FORMATTED).pdf
2.	Kings Crossing Commercial PUD Maps	Kings Crossing Commercial PUD Maps.pdf
3.	2020 PUD Amendment Application	2020 PUD Amendment Application.pdf
4.	ORDINANCE NO 2020-24-Legal AD	ORDINANCE NO 2020-24-Legal AD.pdf



CITY OF CLERMONT
ORDINANCE NO. 2020-24

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, RECORDING, AN EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Parcel 1 (Existing C-1 Zoning):

The northeast quarter of the northeast quarter of Section 5, Township 23 South, Range 26 East, Lake County, Florida, and that portion of the northwest quarter of the northeast quarter lying east and north of U.S. Highway 27 of Section 5, Township 23 South, less the right-of-way for U.S. Highway 27; also less the right-of-way for South Lake Connector as shown in deed to Lake County recorded in O.R. Book 2595, Page 1130; also less retention pond as shown in easement recorded in O.R. Book 2899, Page 1262, Public Records of Lake County, Florida. Parcel Identification Number: 05-23-26-000100000100 (AK 1707307)

AND

Parcel 2 (Acquired Lost Lake Reserve Tract):

Clermont, Lost Lake Sub Tract F--less from southwest corner of SE 1/4 of Sec 32-22-26 runs 89-56-38E 1449.42 ft. to easterly right-of-way line of Citrus Tower Blvd for Point of Beginning, said point being on a tangent curve concave southwesterly having a radius of 400 ft., a central angle of 11-39-40, an arc length of 81.41 ft. & a chord bearing of north 19-11-15 west to a point of cusp of said curve, thence south 5-01-05 E 84.71 ft. to south line of SE 1/4 of Sec. 32, north 89-56-38 west 9.12 ft. to Point of Beginning of road right-of-way-- PB 50 PGS 64- 69 and Tract 4, Lost Lake, according to the map or plat thereof as recorded in Plat Book 50, Page 64, Public Records of Lake County, Florida. Parcel Identification Numbers: 2822261200-004-00000 & 2822261200-00F-00000 (AK 3821839 & 3821852)



CITY OF CLERMONT
ORDINANCE NO. 2020-24

Containing 80.45 acres more or less, and being subject to any easements, rights-of-way or restrictions of record.

LOCATION

Southeast corner of South US Hwy 27 and Citrus Tower Blvd

To amend the Planned Unit Development (PUD), Ordinances No 2017-02

SECTION 2: GENERAL CONDITIONS

This application for an amendment to the Planned Unit Development (PUD – Ordinance No 2017-02) to allow for a mixed-use development with C-1 Light Commercial uses; 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 in substantial accordance with the PUD Conceptual Master Plan – Kings Crossing Commercial Complex, prepared by McCoy & Associates, dated September 2016. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or any 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 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.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. The property will be permitted for C-1 Light Commercial use. Buildings may be greater than 5,000 square feet but no more than 20,000 square feet.



CITY OF CLERMONT
ORDINANCE NO. 2020-24

2. Setbacks for Commercial buildings
From US Hwy 27: 50 feet from the property line
From Citrus Tower Blvd: 25 feet from the property line
Side: 12 feet from the property line
Rear: 25 feet from the property line
3. Driveway access and parking for the project may be below the centerline of US 27 or Citrus Tower Blvd. and will be subject to the approval of the City Engineer.
4. Parking stall reduction from 20 feet deep to 18 feet deep with an additional 2 foot grassed/mulched section in lieu of wheelstops may be used in parking areas, where appropriate.
5. Retaining wall height up to 18 feet in height may be allowed to deal with the extreme grades on the site between the building area and the lakefront swale area adjacent to Lake Felter.
6. A reduced 10 foot wide landscape buffer, approximately 210 lineal feet along US Hwy 27, is requested due to the additional 10 feet of right of way in this area. The 10 foot landscape buffer will start at the southwest corner of the project and run northward for approximately 210 feet and then resume the required 20 foot wide landscape buffer.
7. Use of existing canopy trees/planted pines in lieu of a planted buffer in the southeast portion of the project adjacent to Lake Felter, where appropriate, may be used.
8. The project may have three commercial center ground identification signs, one at each entrance, for multi-tenant use. The sign on US Highway 27 may be up to 15 feet high, 10 feet wide, and have a signage area up to 75 square feet. The two ground identification signs along Citrus Tower Boulevard may be up to 10 feet high, 10 feet wide and have a signage area up to 60 square feet.
9. Interior perimeter landscape buffers between properties shall be 10 feet shared or placed within the lot. The project will still have to be developed in accordance of Chapter 118, Vegetation.
10. Any fencing viewed by the public shall be an ornamental metal type.
11. The project shall be developed according to the C-1 Light Commercial zoning designation in the Land Development Code, unless expressly stated above.



CITY OF CLERMONT
ORDINANCE NO. 2020-24

SECTION 4: CONFLICT

1. All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.
2. All Ordinances in conflict herewith are hereby repealed. Further, this Ordinance 2020-24 expressly amends Ordinance 2017-02 and Ordinance 461-M, to the extent of any conflict between Ordinance 2017-02 or Ordinance 461-M and this Ordinance 2020-24 or any other ordinance or part thereof, this Ordinance 2020-24 shall control.

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: RECORDING

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 7: 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.

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2020-24

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this _____ day of _____, 20____.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Kings Crossing Commercial PUD

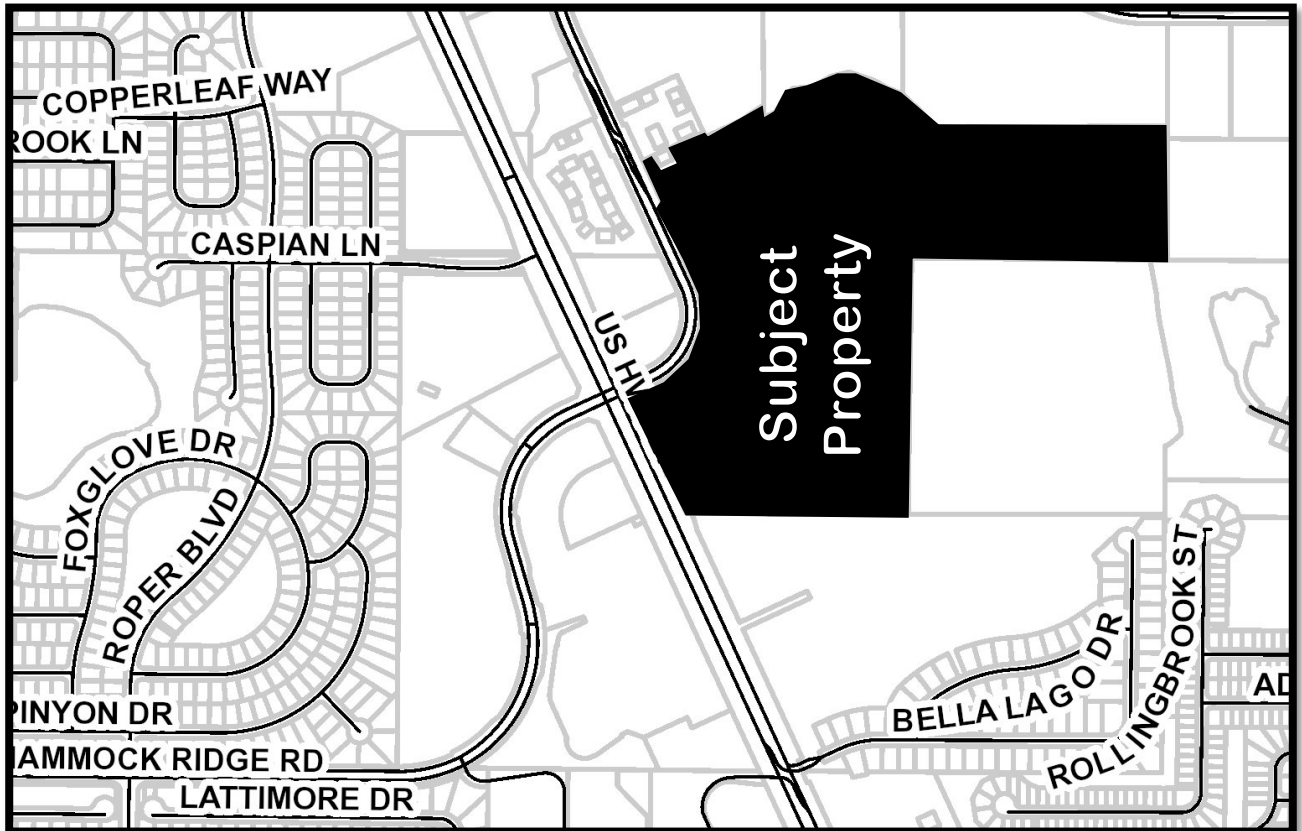
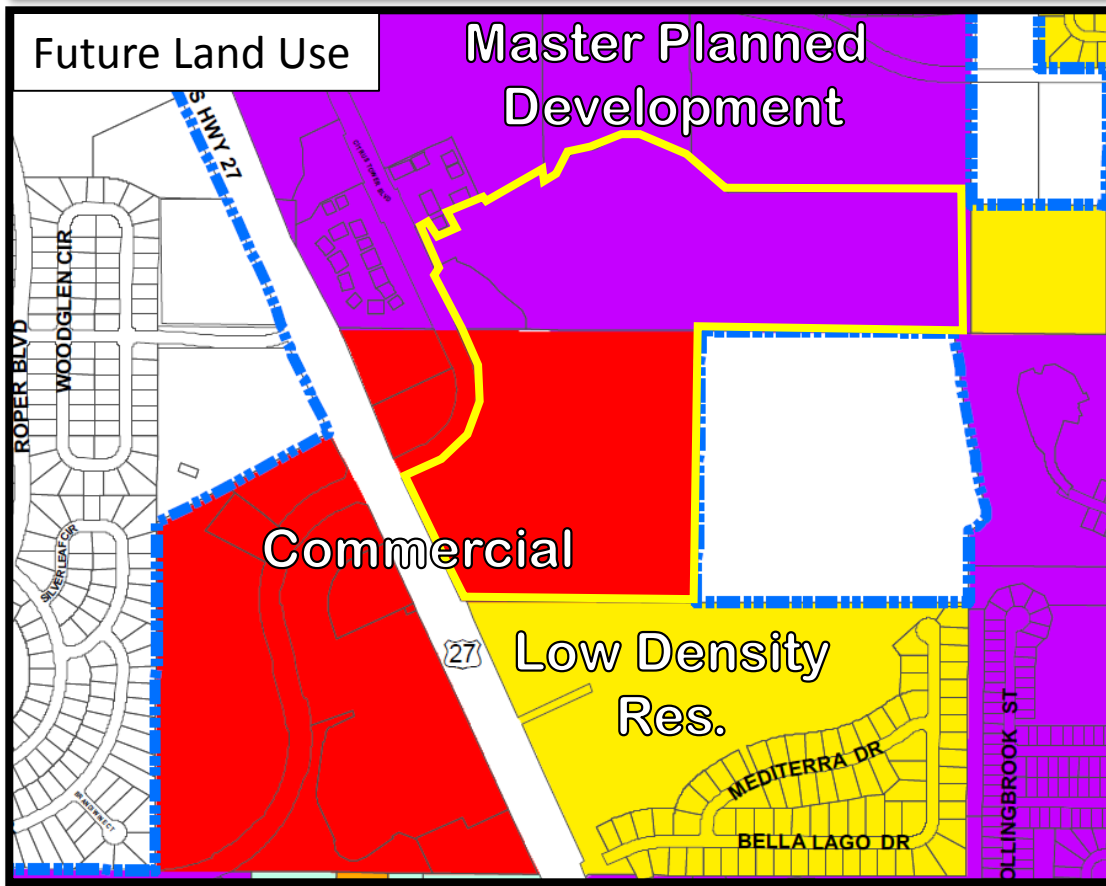
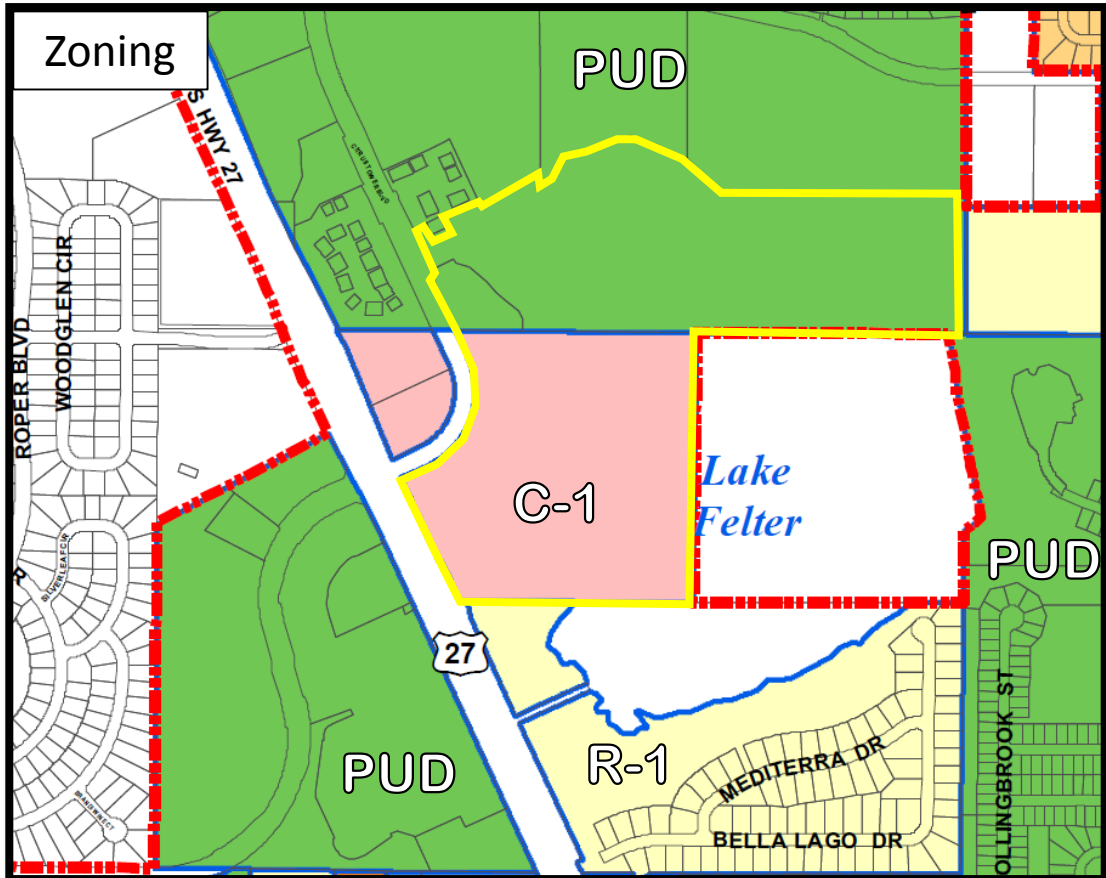


Exhibit – Zoning and Future Land Use Map
Kings Crossing Commercial PUD





**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: 5-1-20

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Governors' Lake F/K/a Kings Crossing Commercial

APPLICANT: Jimmy D. Crawford

CONTACT PERSON: " "

Address: 702 West Montrose Street

City: Clermont State: Florida Zip: 34711

Phone: 352 432-8644 Fax: (352) 432-8699

E-Mail: j.crawford@cmhlawyers.com

OWNER: South Lake Connector, LLC

Address: PO Box 120355

City: Clermont State: Florida Zip: 34712

Phone: 352 432 8644 Fax: 352 432 8699

Address of Subject Property: N/A - SE Corner of U.S. 27 & Citrus Tower Blvd (South)

Legal Description (include copy of survey): SEE ATTACHED

Acres: 80.45 total Land Use: Commercial
11.07 Useable (City verification required)

Present Zoning: PUD Proposed Zoning: PUD
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

See attached Statement in Support.

Jimmy D. Crawford
Applicant Name (print)

X [Signature]
Applicant Name (signature)

Randall B. Langley
Owner Name (print)

X [Signature]
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



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

See attached Statement in Support.

Jimmy D. Crawford
Applicant Name (print)

X [Signature]
Applicant Name (*signature*)

Randall B. Langley
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

STATEMENT IN SUPPORT
AMENDMENT TO ORDINANCE 2017-2

City of Clermont Ordinance 2017-2 rezoned the King's Crossing (Now, Governors' Lake) property ("Property") at the southeast corner of U.S. Hwy 27 and Citrus Tower Blvd. (south) from C-1 to PUD. At that time, there was an existing stormwater pond near the northern edge of the Property, which handled wastewater from Citrus Tower Road, and was covered by a Lake County drainage easement. The pond was also included in the Lost Lake DRI (labeled Tract F, no development classification).

The Lake County drainage easement allowed the owner/developer to relocate the pond, which the owner/developer has done as a part of the current platting process (See Partial Release of Easement, OR Book 5455, Pages 1699-1703, Public Records of Lake County, Florida – copy attached for your convenience). The concept plan approved by Ordinance 2017-2 recognized this pond relocation, and allocated C-1 uses over the former pond location.

It was our intention and belief at the time that Ordinance 2017-2 removed the small portion of the Property that was included in the Lost Lake DRI from the DRI, which was approved by City of Clermont PUD/DRI DO. The statutory process involved at that time was governed by Section 380.06(19), Florida Statutes, and required a Notice of Proposed Change form to be completed (it was, copy attached) and the local government to approve the change as a zoning matter (it was – Ordinance 2017-2).

Currently the portion of the Property formerly designated as Lost Lake Tract F is being sold to a developer of a Veterans' Administration Health Clinic, which is badly needed in South Lake County and the City of Clermont. An issue has arisen with the title insurance issuer, which is requiring a clarification or verification that the former Tract F is removed from the Lost Lake DRI. Ordinance 2017-2 did not specifically state so.

Therefore, we are requesting amendment to Ordinance 2017-2 ONLY to clarify this issue.

We would suggest that a new sentence/provision be added to Section 4 of Ordinance 2017-2 to state: "The property is removed from the jurisdiction of City of Clermont Ordinance No. 461-M (and any amendments thereto), also known as the "Lost Lake Development of Regional Impact"." This language is a suggestion only, we would defer to the City's language drafting, as needed.

Thank you for your assistance and attention to this very important matter.



Jimmy D. Crawford



**CITY OF CLERMONT
REZONING
FILING INSTRUCTIONS**

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month - on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application:

- ▶ Completed application. Include all signatures:
 - ◊ Applicant's signature (if different from owner of record)
 - ◊ Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application.
- ▶ Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- ▶ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- ▶ Fee: \$542.⁰⁰ plus the cost of the advertisement

Advertising Receipt

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

Account Number: 7101866
Order Number: 10096490
Phone: (352) 241-7331
Date: 05/08/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	05/18/2020	06/08/2020	\$357.48

LEGAL NOTICE

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

ORDINANCE NO. 2020-24

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 severability, an effective date and publication.

LOCATION

Southeast corner of South
US Hwy 27 and Citrus Tower Blvd

LEGAL DESCRIPTION

Parcel 1 (Existing C-1 Zoning):
The Northeast Quarter of the Northeast Quarter of Section 5, Township 23 South, Range 26 East, Lake County, Florida, and that portion of the Northwest Quarter of the Northeast Quarter lying East and North of U.S. Highway Number 27 of Section 5, Township 23 South, less the Right of Way for U.S. Highway Number 27; also less the Right of Way for South Lake Connector as shown in Deed to Lake County recorded in O.R. Book 2595, Page 1130; also less Retention Pond as shown in Easement recorded in O.R. Book 2899, Page 1262, Public Records of Lake County, Florida. Parcel Identification Number: 05-23-26-000100000100 (AK 1707307)

AND

Parcel 2 (Acquired Lost Lake Reserve Tract):

Clermont, Lost Lake Sub Tract F-less from SW Cor of SE 1/4 of Sec 32-22-26 runs 89-56-38E 1449.42 ft to E'ly r/w line of Citrus Tower Blvd for POB, said point being on a on-tangent curve concave Sw'ly having a radius of 400 ft, a central angle of 11-39-40, an arc length of 81.41 ft & a chord bearing of N 19-11-15 W to a point of cusp of said curve, thence S 5-01-05 E 84.71 ft to S line of SE 1/4 of Sec 32, N 89-56-38 W 9.12 ft to POB of rd r/w- PB 50 PGS 64- 69 and Tract 4, Lost Lake, according to the map or plat thereof as recorded in Plat Book 50, Page 64, Public Records of Lake County, Florida. Parcel Identification Numbers: 2822261200-004-00000 & 2822261200-00F-00000 (AK 3821839 & 3821852)

Containing 80.45 acres more or less, and being subject to any easements, rights-of-way or restrictions of record.

FROM C-1 Light Commercial
TO Planned Unit Development
(PUD Amendment)

The Planning & Zoning Commission will consider this request on Tuesday, June 2, 2020 at 6:30 p.m.; a public meeting to consider the request will be held before the City Council on Tuesday, June 9, 2020 at 6:30 p.m. (Introduction) and on Tuesday, June 23, 2020 at 6:30 p.m. for (Final Enactment).

All meetings will be held at Clermont City Hall, Council Chambers, located at 685 W. Montrose Street. This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10096490
May 18, 2020 &
June 08, 2020

Payment Info	
Ad Price	\$357.48
Tax	\$0.00
Sub Total	\$357.48
Prepaid Amount	\$0.00
Balance Due	\$357.48



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 28, 2020		
Agenda Item Name		
Ordinance No. 2020-28 Final <i>School Concurrency Amendment</i>		
Requested Action		
Recommend approval of Ordinance No. 2020-28.		
Staff Report		
This is a staff initiated Ordinance to amend the Clermont Code of Ordinances, Chapter 90 Concurrency Management, Article III, Section 90-31. School Concurrency, The City of Clermont's Comprehensive Plan goals, objectives and policies for the Public School Facilities Element implemented an inter-local agreement between Lake County, Lake County Public School Board and Municipalities for School Facilities Planning and Siting. The agreement requires all final development orders with any residential uses to the extent that generate student seats; must comply with concurrency management requirements to ensure the capacity of schools are sufficient to support student growth at the adopted level of service for each year of the long range planning period. Staff has amended this section of the code to provide clarification of when school concurrency shall be deemed to have adequate public facilities to serve the future residential development in the City. A capacity reservation shall be required prior to formal approval of the subdivision plat and/or final site plan approval for any development orders with a residential use and not considered exempt from the requirements of school concurrency. This amendment is consistent with the requirements of Lake County, Lake County School Board and other surrounding jurisdictions. Staff recommends approval of Ordinance No. 2020-28. <i>The Planning and Zoning Commission voted 6-0 to recommend approval of Ordinance No. 2020-28.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2020-28 - School Concurrency Draft Ordinance - Reviewed and Formatted BL Ord 2020-28 - School Concurrency Draft Ordinance - Reviewed and Formatted BL.pdf		
2. ORDINANCE NO 2020-28 Legal AD ORDINANCE NO 2020-28 Legal AD.pdf		



CITY OF CLERMONT
ORDINANCE NO. 2020-28

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY FLORIDA, RELATED TO CONCURRENCY MANAGEMENT, AND AMENDING THE CODES OF ORDINANCES, CHAPTER 90 CONCURRENCY MANAGEMENT, ARTICLE III, SECTION 90-31. SCHOOL CONCURRENCY; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on July 7, 2020 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to amend Chapter 90 Concurrency Management, Section 90-31 School Concurrency, of the City of Clermont's Code of Ordinances;

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

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: AMENDMENTS

Chapter 90 Concurrency Management, Article III, Section 90-31. School Concurrency, of the Clermont Code of Ordinances is hereby amended to read as follows (underlined indicates added text and strikethrough indicates text deletion):

Sec. 90-31. – School concurrency

- (d) The following procedures will be utilized to obtain a school concurrency determination from the Lake County School Board and to allow for mitigation if a development proposal is determined not to be in compliance.
- (e) A completed application provided by and delivered to the Lake County School Board must be submitted concurrent with a final development order by an applicant proposing residential development. The application at a minimum shall include the following information:
 - (1) Proposed development name
 - (2) Application type
 - (3) Intake date
 - (4) Signature of agent
 - (5) Number of residential units broken down by unit type



CITY OF CLERMONT
ORDINANCE NO. 2020-28

- (6) Property deed
 - (7) Consent form
 - (8) Phasing plan (if applicable)
 - (9) Site plan
 - (10) Survey
 - (11) Justification statement
 - (12) Location map
- (f) Within three days of submitting to the school board, the applicant must present a copy of the application to the City. The City shall provide a determination of authenticity to the school board within three days of receiving the application.
- (g) The school board shall review the application in accordance with the provisions of section 5.5.2 of the agreement and base the concurrency determination on standards outlined in section 5.5.3 of the agreement.
- (h) No development order shall be approved unless a letter of determination of concurrency has been issued by the school board finding the development in compliance.
- (i) Once the school board has reviewed the application it shall issue a letter of determination of concurrency within 30 days if the impact of the proposed developments student growth does not cause the adopted level of service to be exceeded.
- (j) If the development is not in compliance, the letter of determination of concurrency shall detail why the development is not in compliance and shall offer the applicant the opportunity to enter into a 90-day negotiation period in accordance with the provisions of section 5.6 of the agreement.
- (k) During the 90-day negotiation period the applicant shall meet with the school board in an effort to mitigate the impact from the development.
- (1) Mitigation shall be limited to those options, which the school board recognizes and assumes the responsibility to operate and which will maintain the adopted level of service standards for the first five years from receipt of the school boards letter of determination of concurrency.
 - (2) The City of Clermont shall have the opportunity to review the mitigation options.
 - (3) The City Council shall approve all proportionate share agreements.
- (l) If mitigation is not agreed to, the letter of determination of concurrency shall detail why mitigation proposals were rejected and detail why the development is not in compliance. In this case, no development order shall be issued.
- (m) If the school board and the applicant agree to mitigation, the letter of determination of concurrency shall be issued based on the agreed mitigation measures and an agreement between the school board, the city and the applicant.



CITY OF CLERMONT
ORDINANCE NO. 2020-28

- (n) A letter of determination for school concurrency, finding the development in compliance, issued by the school board shall be valid for one year from the date of issuance unless extended by the school board. Once the development order is issued, the concurrency determination shall run with the development order.
- (o) If the letter of determination of concurrency requires conditions or mitigation to be placed on the development, the development order issued by the City of Clermont shall incorporate conditions as set forth by the school board.
- (p) If the letter of determination of concurrency requires the development to be phased to school construction or other mitigation, the conditions of approval of the development order shall reflect the phasing requirements by withholding subsequent development orders for building permits.
- (q) In no case shall a development order be issued unless provisions are made through conditions of approval or by agreement between the school board, the city and the applicant to provide performance security when required.
- (r) An Adequate Public Facilities Determination is an analysis of the assigned school facility capacities for a residential development. It is not binding and does not reserve or encumber capacity. The Adequate Public Facilities Determination is obtained from Lake County School Board at the start of the development process. This review shall be performed at the initial development order stage and is used to determine if there are adequate public facilities/schools to serve the future residential development.
- (s) School concurrency is based on service areas and shall be reserved for the residential development to determine if school capacity is available or will be made available concurrent with the impact of the development. A capacity reservation shall be required prior to formal approval of the subdivision final plat and/or formal site plan approval for all development orders with any residential component and not considered exempt from the requirements of school concurrency.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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.



CITY OF CLERMONT
ORDINANCE NO. 2020-28

SECTION 5: CODIFICATION

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

SECTION 6: ADMINISTRATIVE CORRECTION

Regardless of whether such inclusion in the Code as described in Section 6 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 7: EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2020-28

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of July 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10097238
Phone: (352) 241-7331
Date: 06/19/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	06/22/2020	07/13/2020	\$202.72

LEGAL NOTICE

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

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.

ORDINANCE NO. 2020-28

Tracy Ackroyd Howe, MMC
City Clerk

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY FLORIDA, RELATED TO CONCURRENCY MANAGEMENT, AND AMENDING THE CODES OF ORDINANCES, CHAPTER 90 CONCURRENCY MANAGEMENT, ARTICLE III, SECTION 90-31 SCHOOL CONCURRENCY; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND EFFECTIVE DATE.

Ad No: 10097238
June 22, 2020 &
July 13, 2020

The Planning and Zoning Commission will consider this ordinance at a public hearing on Tuesday, July 7, 2020 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the Clermont City Council on Tuesday, July 14, 2020 at 6:30 P.M. for (Introduction), and a public meeting will be held on Tuesday, July 28, 2020 at 6:30 P.M. for (final enactment).

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

This ordinance is available for public inspection in the office of the City Clerk, 2nd Floor, located at 685 W. Montrose Street Clermont, FL 34711, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this

Payment Info	
Ad Price	\$202.72
Tax	\$0.00
Sub Total	\$202.72
Prepaid Amount	\$0.00
Balance Due	\$202.72



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, July 28, 2020

Agenda Item Name

Resolution No. 2020-21R
South Lake Hospital Bed Expansion
Table to August 25, 2020

Requested Action

Recommend approval of Resolution 2020-21R.

Staff Report

The owner, Orlando Health, is requesting an amendment to a Conditional Use Permit to add a new inpatient bed tower at South Lake Hospital consisting of up to 110 beds and a reconfiguration of the access points. The property is located at Citrus Tower Boulevard and Don Wickham Drive. The original CUP for this site was issued for a 68 bed hospital in 1997. Several amendments have occurred over the years that dealt with various expansions on the site, including the addition of the National Training Center and helicopter pad. The hospital received approval for up to 300 beds at the facility in 2007. The facility currently has 140 beds available and with this addition, will bring the total up to 250 beds. The new five-story inpatient tower will be constructed on the southwest corner of the existing facility. This amendment updates the Master Site Plan and provides specifics on the building.



With the new inpatient tower addition, the applicant is also proposing to reroute traffic with the addition of a new signalized intersection at Legends Way and Citrus Tower Boulevard to establish the main entrance off of Legends Way. The applicant is working with Lake County Public Works and the City on the design and function of this signal. South Lake Hospital has committed to fully fund this signalized intersection. The existing Don Wickham

Drive entrance will be converted to a right-in and right-out only.

With the rerouting of the main entrance to Legends Way, City Staff is concerned about Fire Station 103 and the ability to access Legends Way without an emergency signal. The City is requesting installation of an emergency signal, at the Developer's expense, at Fire Station 103 since additional traffic will be on Legends Way due to the main entrance.

The applicant has indicated in their supporting material that future expansions for the National Training Center will be forthcoming. Since no specific plans have been provided on these expansions at this time, this CUP amendment will only address the new inpatient bed tower and access management changes. The applicant will have to apply for an amendment at a later date once the details have been provided and update the Master Site Plan.

Staff has reviewed the application as submitted and finds the proposed bed expansion will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. Staff recommends approval of the Conditional Use Permit amendment with the conditions contained in Resolution No. 2020-21R.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | 2020-21R South Lake Hospital Bed Expansion | 2020-21R South Lake Hospital Bed Expansion.doc |
| 2. | SLH Location Map | SLH Location Map.pdf |
| 3. | SLH CUP - SET 06-15-2020 | SLH CUP - SET 06-15-2020.pdf |
| 4. | Exhibits | Exhibits.pdf |
| 5. | Application | Application.pdf |
| 6. | SLH BED EXPANSION CUP Legal Ad | SLH BED EXPANSION CUP Legal Ad.pdf |



CITY OF CLERMONT
RESOLUTION NO. 2020-21R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT TO ALLOW AN EXPANSION AT THE SOUTH LAKE HOSPITAL TO INCLUDE A NEW INPATIENT TOWER WITH BED EXPANSION AND MASTER SITE PLAN IMPROVEMENTS.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held July 7, 2020 recommended approval of this amendment to a Conditional Use Permit to allow an expansion at the South Lake Hospital to include a new inpatient tower with bed expansion and master site plan improvements; at the following location:

LOCATION:

South Lake Hospital at Don Wickham Drive and Citrus Tower Blvd.
(Alternate Key 3540646)

WHEREAS, the original conditional use permit for a Planned Unit Development to allow the construction of a 68 bed hospital was approved on December 9, 1997 under Resolution No. 980;

WHEREAS, an amendment to allow the construction of a wellness and national training center was approved on March 23, 1999 under Resolution No. 1059;

WHEREAS, an amendment to allow the construction of the helicopter pad and associated maintenance building was approved on October 24, 2006 under Resolution No. 1493;

WHEREAS, an amendment to allow the expansion of the hospital building and additional uses was approved on October 23, 2007 under Resolution No. 1551;

WHEREAS, an amendment to allow the addition of four multi-purpose sports fields was approved on June 26, 2012 under Resolution No. 2012-17;

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location.

WHEREAS, based on the foregoing, the City Council deems it advisable 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. 2020-21R

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

This application for an amendment to a Conditional Use Permit to allow an expansion at the South Lake Hospital to include a new inpatient tower with bed expansion and master site plan improvements be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No 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.
3. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
4. 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.
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.
7. 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.
8. The structure shall be inspected by the Fire Marshall for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.



CITY OF CLERMONT
RESOLUTION NO. 2020-21R

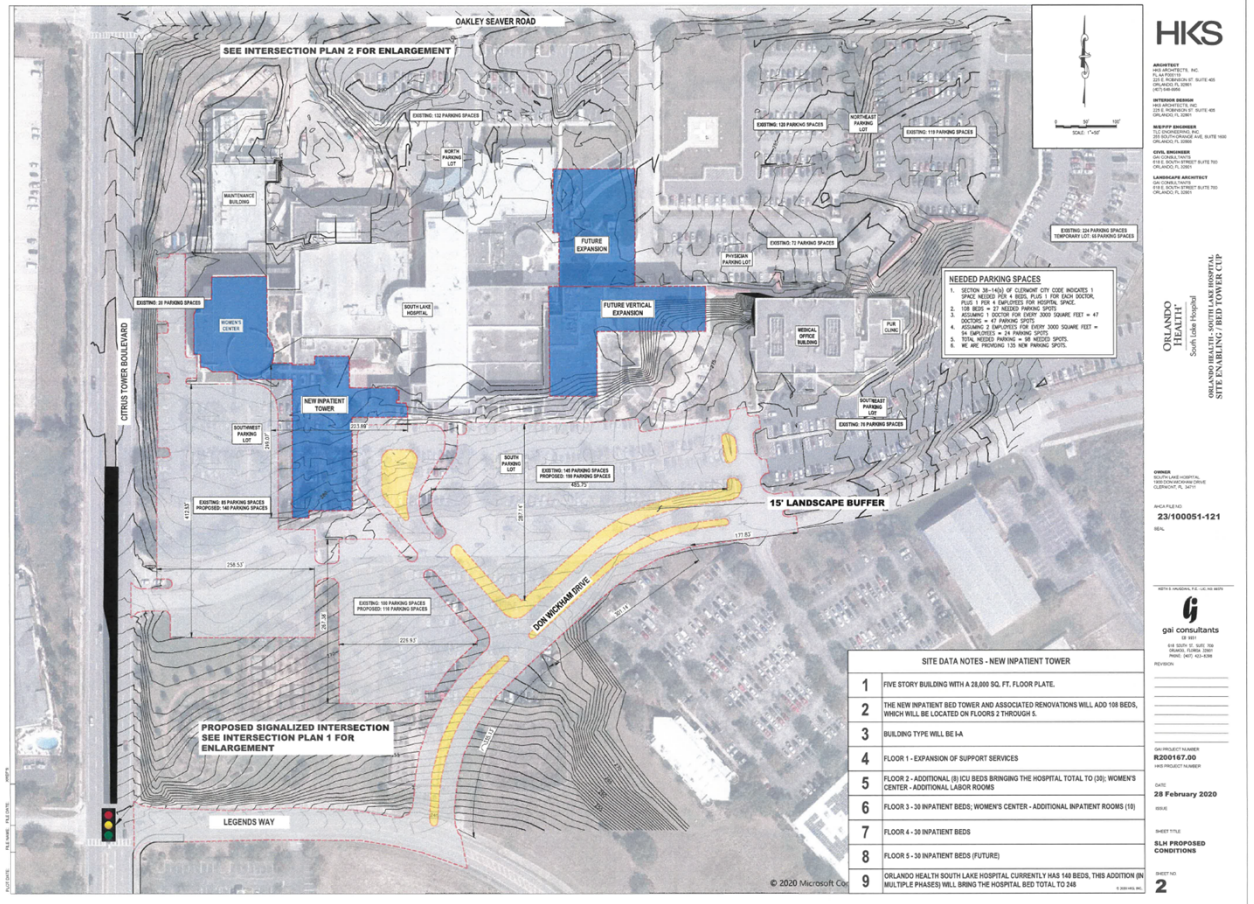
9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
10. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City's Information Technology Director or authorized designee will make this determination.

SECTION 2: SPECIFIC CONDITIONS

1. Permitted uses shall include the addition of the new five-story inpatient tower consisting of up to 110 beds, bringing the total bed count up to 250 beds of the approved 300 beds included in Resolution No. 1551.
2. With the rerouting of the main entrance from Don Wickham Drive on the property to Legend's Way Drive, the Developer shall be fully responsible for the entire cost of a traffic signal, including design, permitting, installation, maintenance, and operational costs at the Legend's Way Drive and Citrus Tower Boulevard intersection, when a signal is warranted. This shall be constructed and in operation prior to the rerouting of the main entrance from Don Wickham Drive and the Legend's Way connection.
3. The current driveway at Don Wickham Drive and Citrus Tower Blvd shall remain as a secondary entrance into the South Lake Hospital Campus but will be converted into a right-in and right-out only.
4. Due to the increased traffic volume on Legend's Way Drive due to the relocation of the main entrance, the Developer shall install an emergency traffic signal at the existing Fire Station 103 fronting on Legend's Way Drive. The Developer will be responsible for the full cost of the emergency traffic signal, including design, permitting, installation, maintenance, and operational costs at the Legend's Way Drive and existing fire station.
5. Any other intersection improvements, such as addition or modification of turn lanes, addition or modification of pavement markings, addition or modification of signs, and additional dedication of right-of-way, identified in the final review of the submitted traffic impact analysis and review shall be the responsibility of the Developer.
6. Future additions to the facility shall require an amendment to this Conditional Use Permit, including an updated Master Plan Facility Map.
7. All requirements provided in the previous CUP Resolutions No. 980, No. 1059, No. 1493, and No. 1551 shall remain in effect, where applicable.

CITY OF CLERMONT RESOLUTION NO. 2020-21R

New Inpatient Tower Bed Addition





CITY OF CLERMONT
RESOLUTION NO. 2020-21R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of July, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

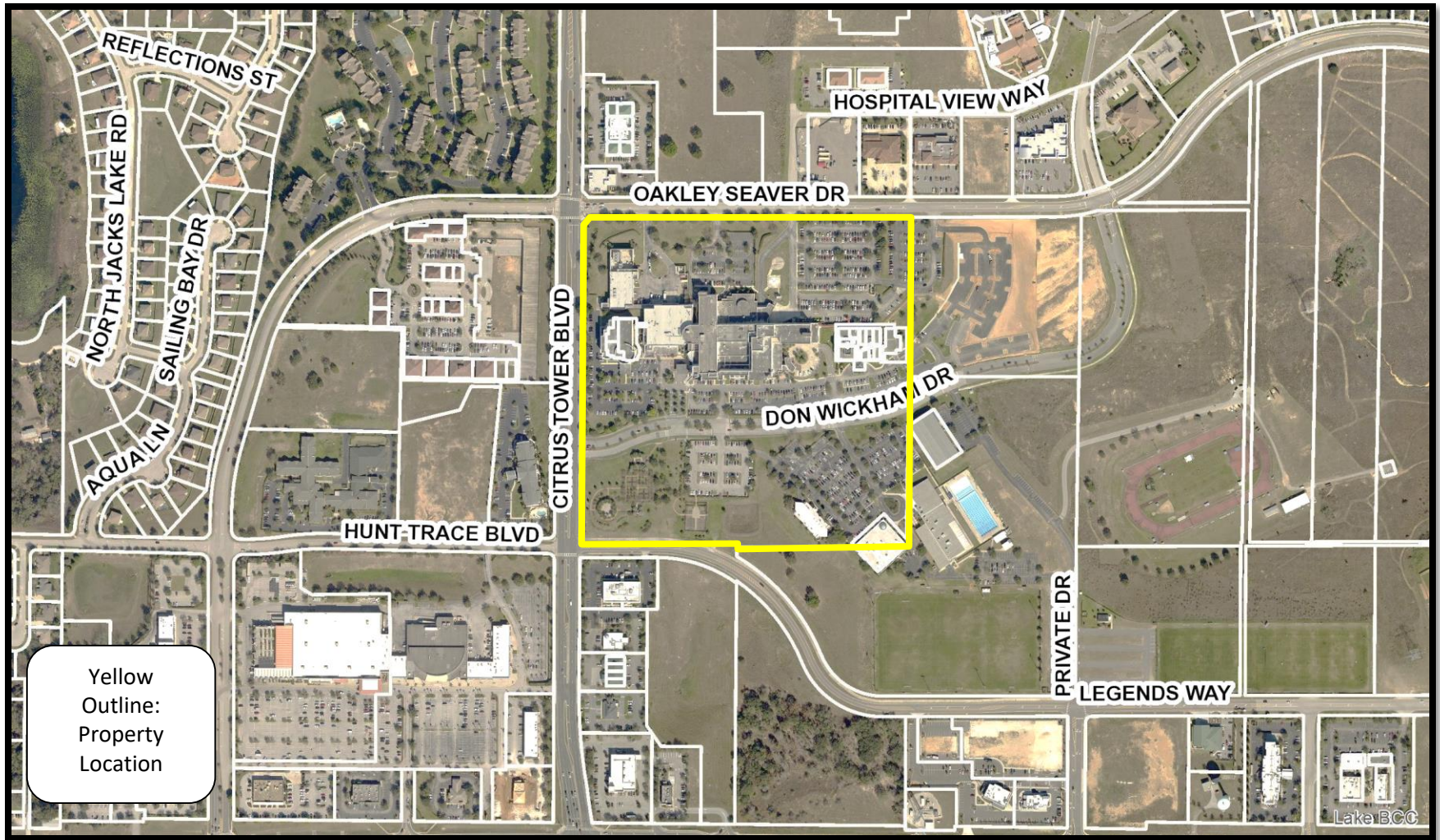
ATTEST:

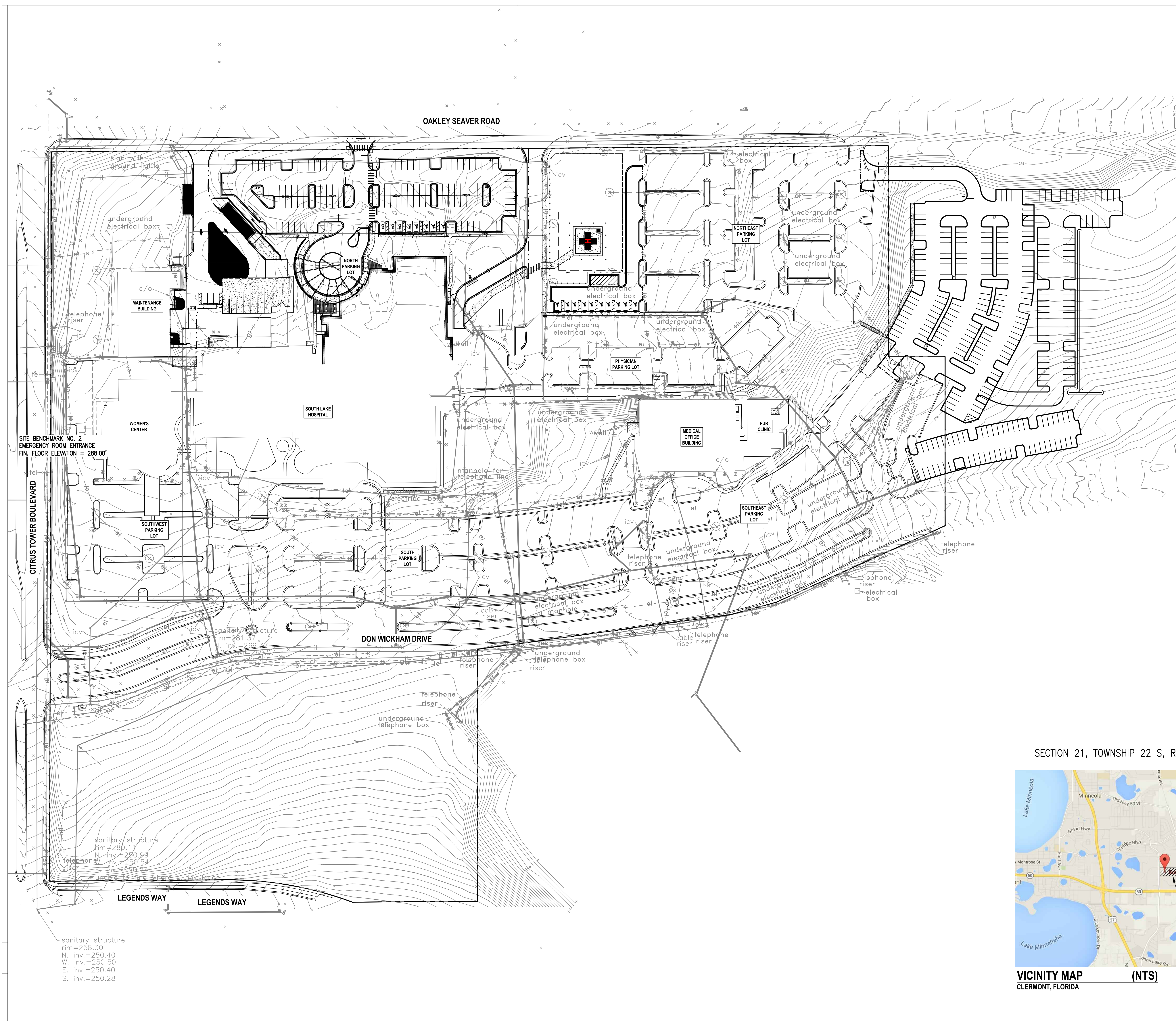
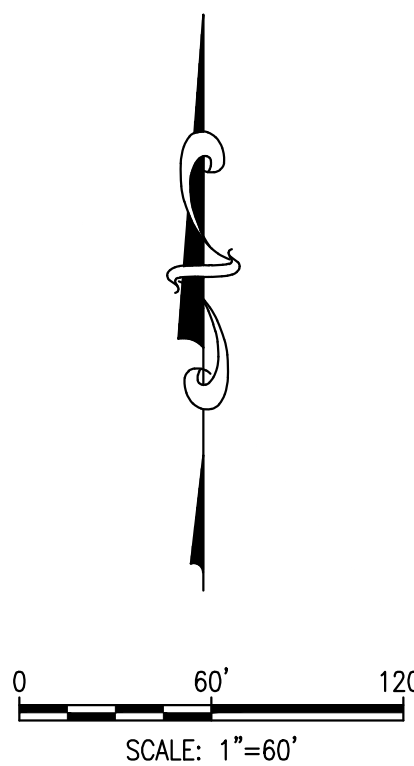
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

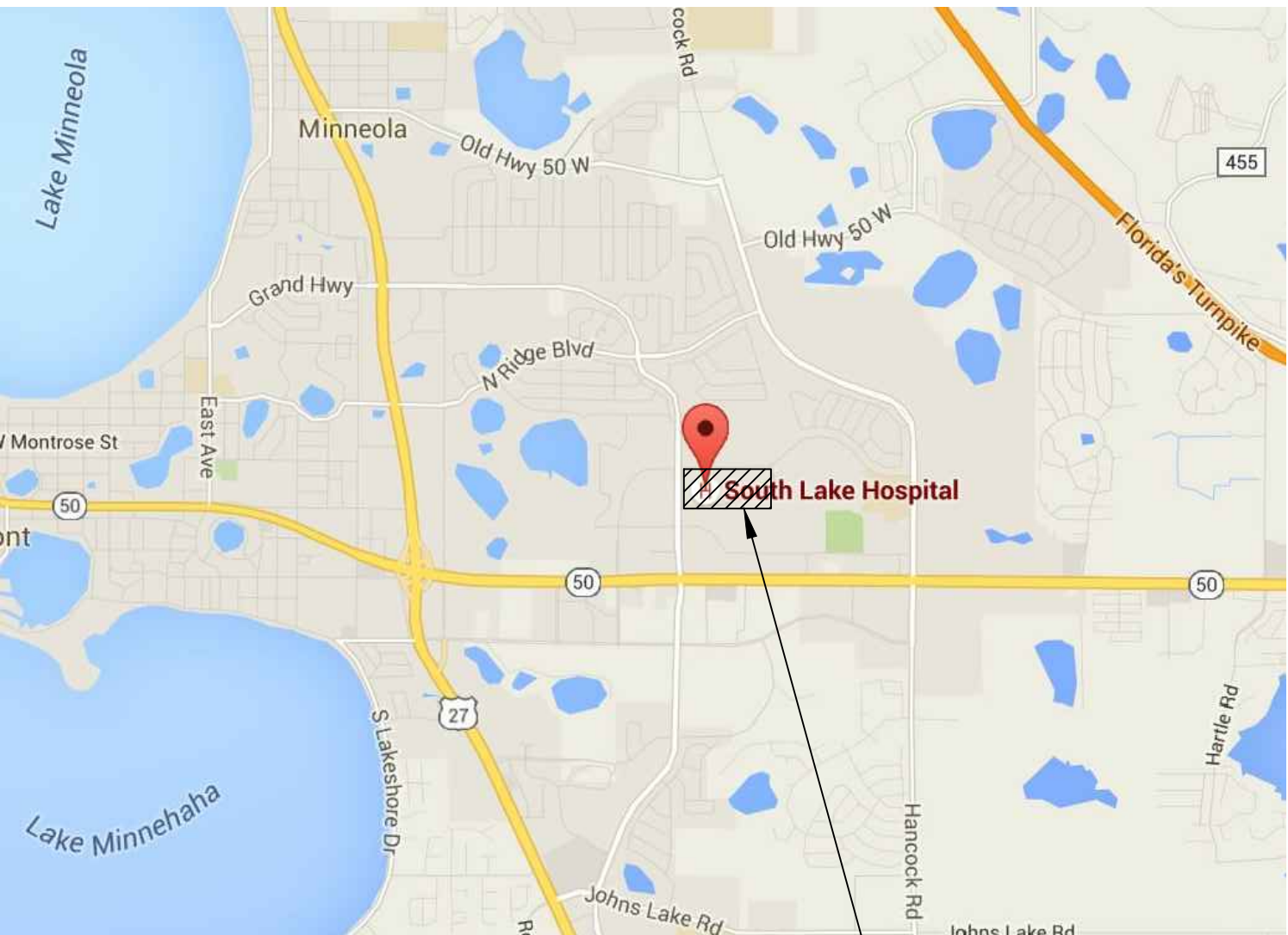
Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – South Lake Hospital CUP





SECTION 21, TOWNSHIP 22 S, RANGE 26 E



VICINITY MAP
CLERMONT, FLORIDA
(NTS)
PROJECT
LOCATION

OAKLEY SEAVER ROAD

SEE INTERSECTION PLAN 2 FOR ENLARGEMENT

EXISTING: 132 PARKING SPACES

NORTH
PARKING
LOT

EXISTING: 120 PARKING SPACES

NORTHEAST
PARKING
LOT

EXISTING: 119 PARKING SPACES

MAINTENANCE
BUILDING

EXISTING: 20 PARKING SPACES

WOMEN'S
CENTER

SOUTH LAKE
HOSPITAL

FUTURE
EXPANSION

FUTURE VERTICAL
EXPANSION

PHYSICIAN
PARKING LOT

EXISTING: 72 PARKING SPACES

MEDICAL
OFFICE
BUILDING

PUR
CLINIC

EXISTING: 224 PARKING SPACES
TEMPORARY LOT: 65 PARKING SPACES

NEEDED PARKING SPACES

1. SECTION 38-14(6) OF CLERMONT CITY CODE INDICATES 1 SPACE NEEDED PER 4 BEDS, PLUS 1 FOR EACH DOCTOR, PLUS 1 PER 4 EMPLOYEES FOR HOSPITAL SPACE.
2. 108 BEDS = 27 NEEDED PARKING SPOTS
3. ASSUMING 1 DOCTOR FOR EVERY 3000 SQUARE FEET = 47 DOCTORS = 47 PARKING SPOTS
4. ASSUMING 2 EMPLOYEES FOR EVERY 3000 SQUARE FEET = 94 EMPLOYEES = 24 PARKING SPOTS
5. TOTAL NEEDED PARKING = 98 NEEDED SPOTS.
6. WE ARE PROVIDING 135 NEW PARKING SPOTS.

CITRUS TOWER BOULEVARD

NEW INPATIENT
TOWER

SOUTHWEST
PARKING
LOT

EXISTING: 85 PARKING SPACES
PROPOSED: 140 PARKING SPACES

SOUTH
PARKING
LOT

EXISTING: 145 PARKING SPACES
PROPOSED: 180 PARKING SPACES

SOUTHEAST
PARKING
LOT

EXISTING: 76 PARKING SPACES

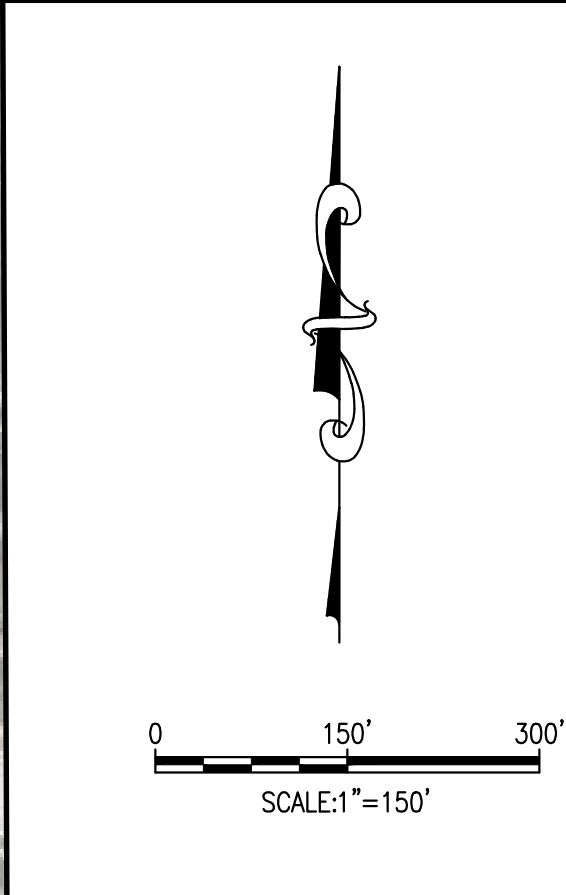
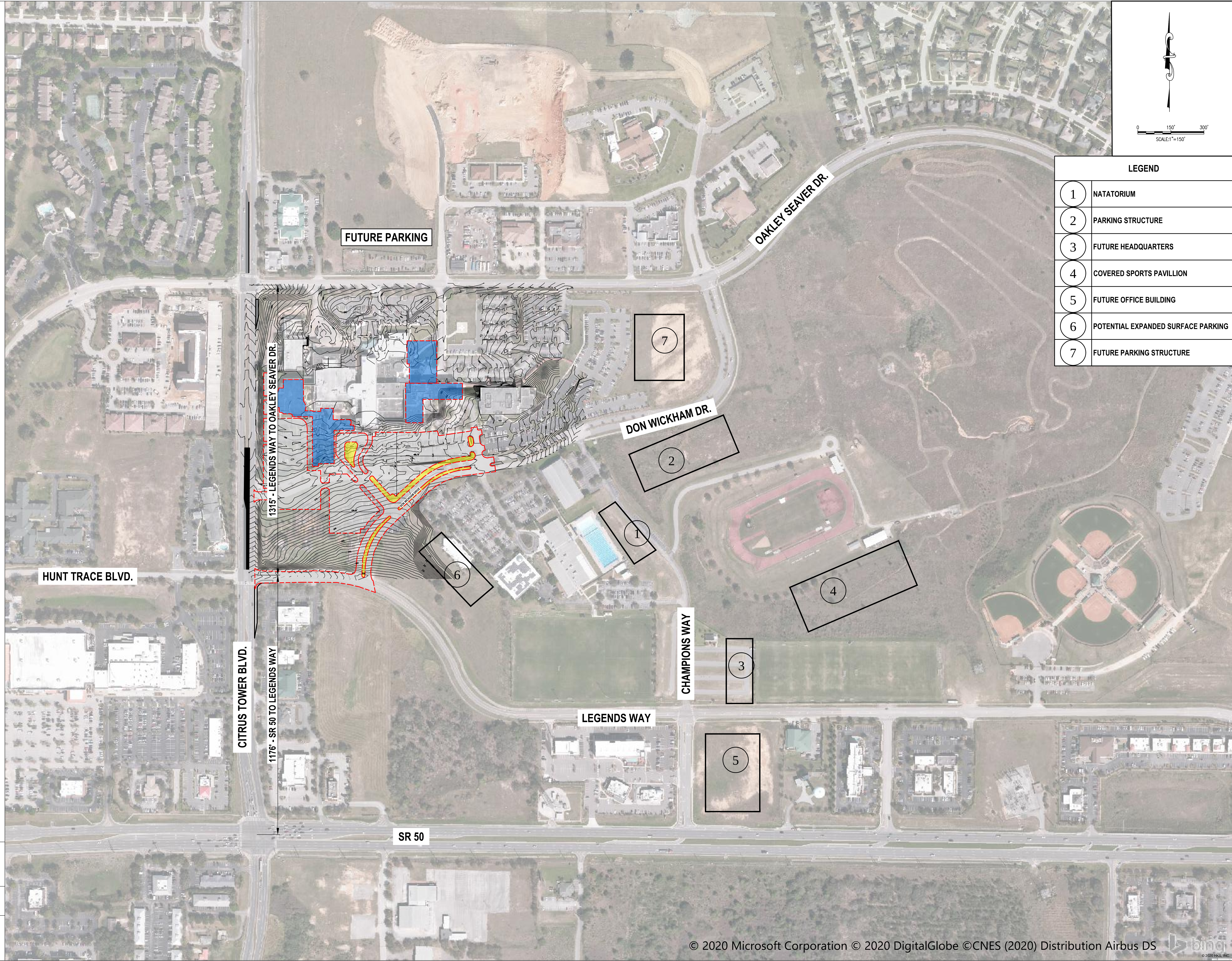
15' LANDSCAPE BUFFER

DON WICKHAM DRIVE

PROPOSED SIGNALIZED INTERSECTION
SEE INTERSECTION PLAN 1 FOR
ENLARGEMENT

LEGENDS WAY

SITE DATA NOTES - NEW INPATIENT TOWER	
1	FIVE STORY BUILDING WITH A 28,000 SQ. FT. FLOOR PLATE.
2	THE NEW INPATIENT BED TOWER AND ASSOCIATED RENOVATIONS WILL ADD 108 BEDS, WHICH WILL BE LOCATED ON FLOORS 2 THROUGH 5.
3	BUILDING TYPE WILL BE I-A
4	FLOOR 1 - EXPANSION OF SUPPORT SERVICES
5	FLOOR 2 - ADDITIONAL (8) ICU BEDS BRINGING THE HOSPITAL TOTAL TO (30); WOMEN'S CENTER - ADDITIONAL LABOR ROOMS
6	FLOOR 3 - 30 INPATIENT BEDS; WOMEN'S CENTER - ADDITIONAL INPATIENT ROOMS (10)
7	FLOOR 4 - 30 INPATIENT BEDS
8	FLOOR 5 - 30 INPATIENT BEDS (FUTURE)
9	ORLANDO HEALTH SOUTH LAKE HOSPITAL CURRENTLY HAS 140 BEDS, THIS ADDITION (IN MULTIPLE PHASES) WILL BRING THE HOSPITAL BED TOTAL TO 248



LEGEND	
1	NATATORIUM
2	PARKING STRUCTURE
3	FUTURE HEADQUARTERS
4	COVERED SPORTS PAVILLION
5	FUTURE OFFICE BUILDING
6	POTENTIAL EXPANDED SURFACE PARKING
7	FUTURE PARKING STRUCTURE

HKS

ARCHITECT
HKS ARCHITECTS, INC.
FL AA F000119
225 E. ROBINSON ST. SUITE 405
ORLANDO, FL 32801
(407) 648-9956

INTERIOR DESIGN
HKS ARCHITECTS, INC.
225 E. ROBINSON ST. SUITE 405
ORLANDO, FL 32801

M/E/P/FP ENGINEER
TLC ENGINEERING, INC.
255 SOUTH ORANGE AVE., SUITE 1600
ORLANDO, FL 32806

CIVIL ENGINEER
GAI CONSULTANTS
618 E. SOUTH STREET SUITE 700
ORLANDO, FL 32801

LANDSCAPE ARCHITECT
GAI CONSULTANTS
618 E. SOUTH STREET SUITE 700
ORLANDO, FL 32801



MASTER PLAN EXPANSION - PACKAGE 1
SITE ENABLING / OBSERVATION UNIT BUILDOUT

OWNER
SOUTH LAKE HOSPITAL
1900 DON WICKHAM DRIVE
CLERMONT, FL 34711

AHCA FILE NO.
23/100051-121

SEAL

AMEE J. SHIELDS, P.E. - LIC. NO. 68011



gai consultants
EB 9951

618 SOUTH ST. SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

REVISION

GAI PROJECT NUMBER
A151759.00
HKS PROJECT NUMBER
19937.000

DATE
27 February 2020

ISSUE
CONSTRUCTION
DOCUMENTS
SHEET TITLE

SLH AERIAL

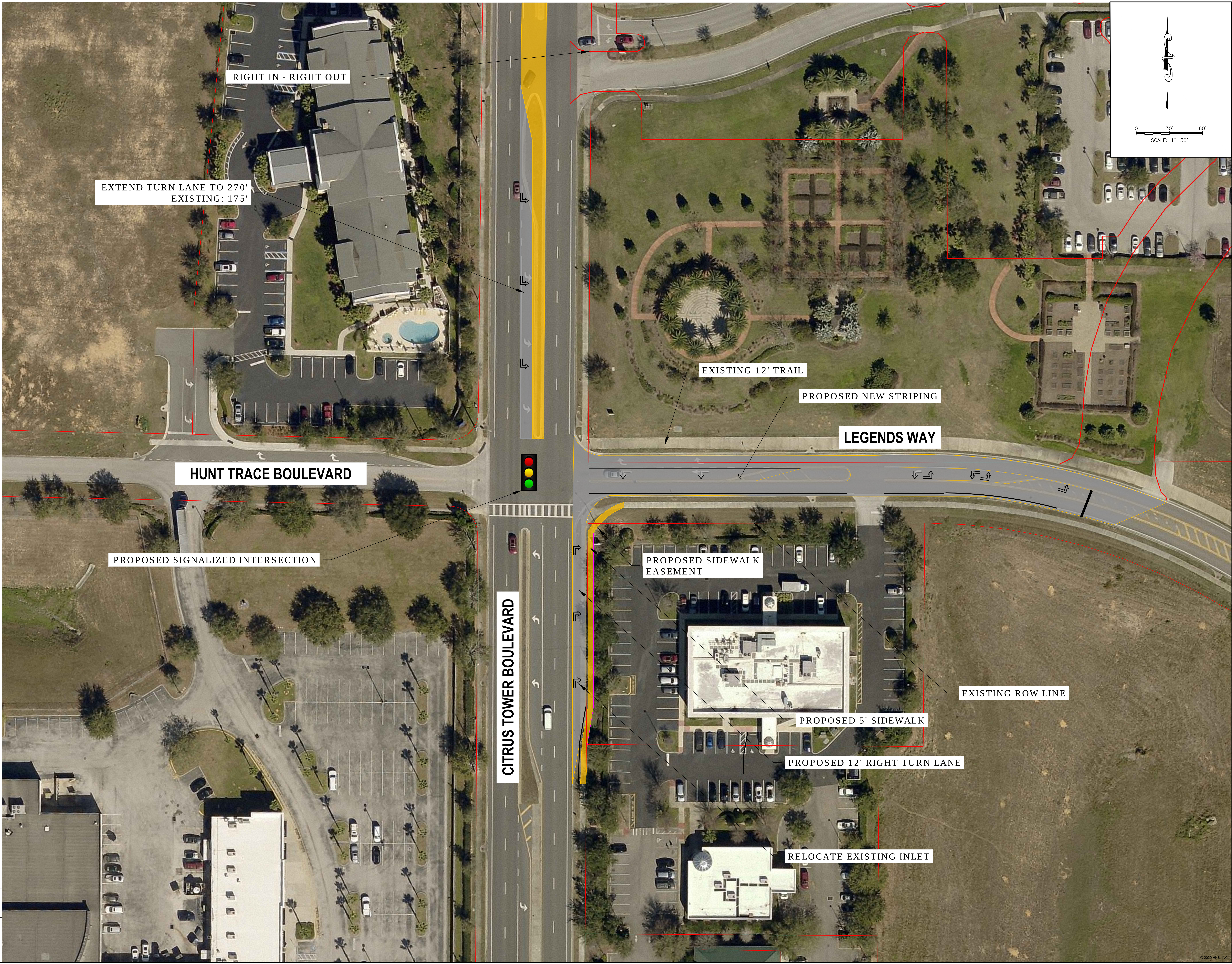
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3



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TIME: 10 JUN 2020 3:22PM

PLOT DATE: FILE NAME: FILE DATE: XREFS:



HKS

ARCHITECT
HKS ARCHITECTS, INC.
FL AA F000119
225 E. ROBINSON ST. SUITE 405
ORLANDO, FL 32801
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INTERIOR DESIGN
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ORLANDO, FL 32801

ORLANDO HEALTH
South Lake Hospital

ORLANDO HEALTH - SOUTH LAKE HOSPITAL
SITE ENABLING / BED TOWER CUP

OWNER
SOUTH LAKE HOSPITAL
1900 DON WICKHAM DRIVE
CLERMONT, FL 34711

AHCA FILE NO.
23/100051-121

SEAL

KEITH S. HAUGDAHL, P.E. - LIC. NO. 66570

gai consultants
EB 9951
618 SOUTH ST. SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

REVISION

GAI PROJECT NUMBER
R200167.00
HKS PROJECT NUMBER

DATE
10 June 2020

ISSUE

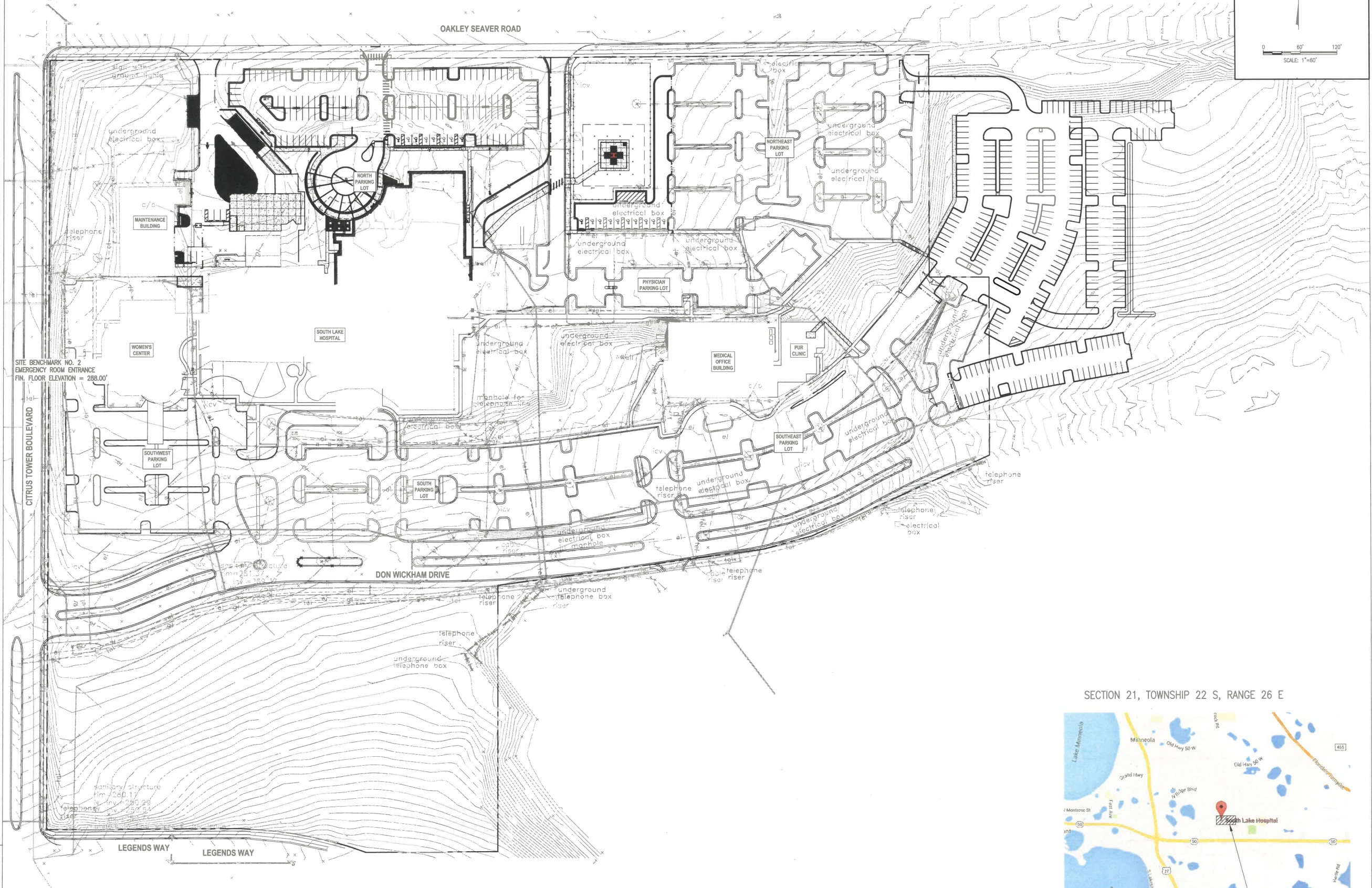
SHEET TITLE
INTERSECTION
PLAN 1

SHEET NO.
4

REVISION

SSUE

SHEET NO.



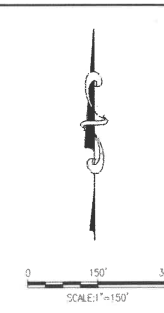
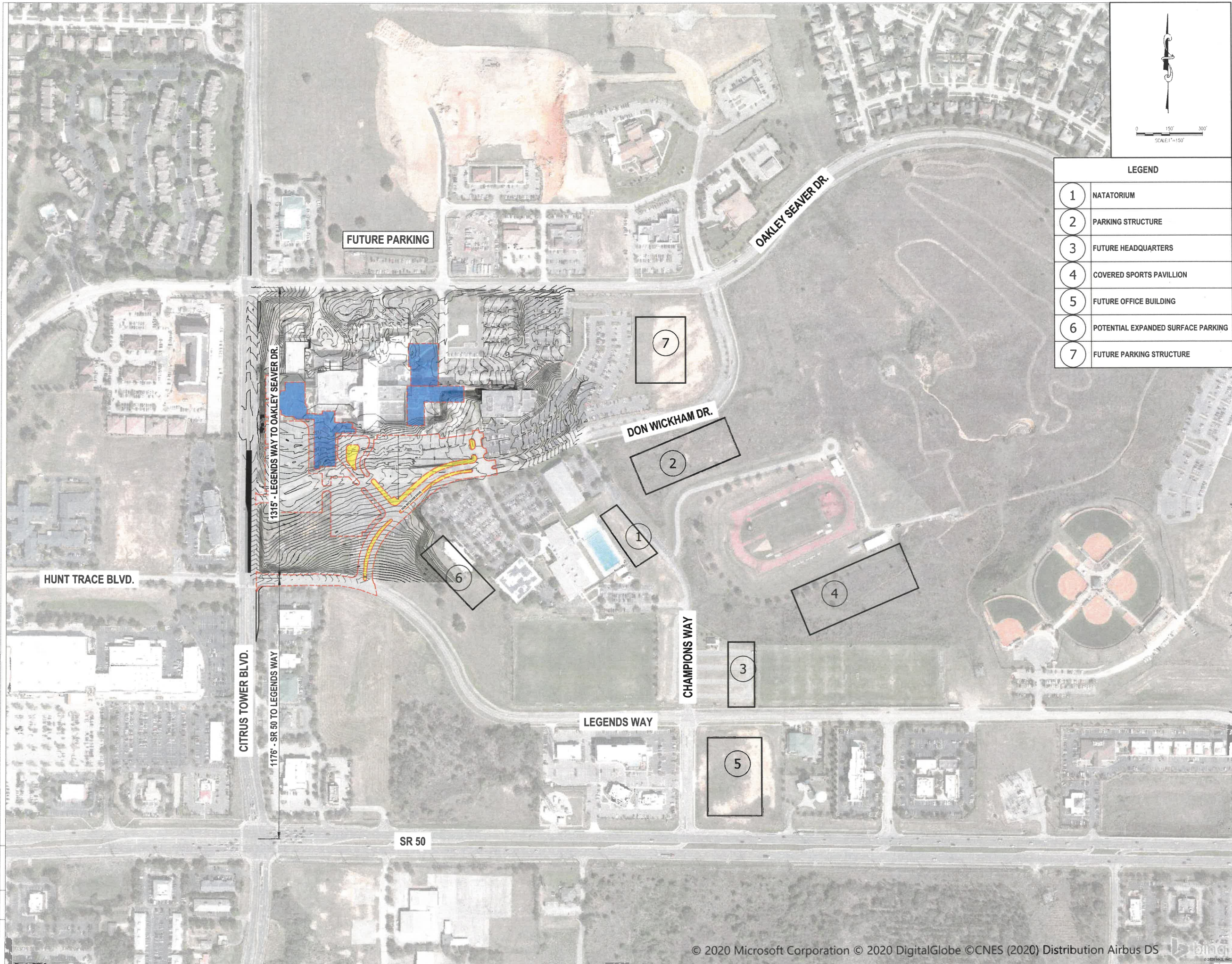
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PROJECT LOCATION

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NAME: THEMABUILD\Aerial\Aerial.mxd
TIME: 2/27/2020 1:13:11 PM

PLOT DATE: FILE NAME: FILE DATE: XREFS:



LEGEND	
1	NATATORIUM
2	PARKING STRUCTURE
3	FUTURE HEADQUARTERS
4	COVERED SPORTS PAVILLION
5	FUTURE OFFICE BUILDING
6	POTENTIAL EXPANDED SURFACE PARKING
7	FUTURE PARKING STRUCTURE

HKS

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TLC ENGINEERING, INC.
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GAI CONSULTANTS
618 E. SOUTH STREET SUITE 700
ORLANDO, FL 32801



MASTER PLAN EXPANSION - PACKAGE 1
SITE ENABLING / OBSERVATION UNIT BUILDOUT

OWNER
SOUTH LAKE HOSPITAL
1900 DON WICKHAM DRIVE
CLERMONT, FL 34711

AHCA FILE NO.
23/100051-121

SEAL

AWEE J. SHELDS, P.E. - LIC. NO. 68111

gai consultants
EB 9951
618 SOUTH ST. SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

REVISION

GAI PROJECT NUMBER
A151759.00
HKS PROJECT NUMBER
19937.000

DATE
27 February 2020

ISSUE
CONSTRUCTION DOCUMENTS
SHEET TITLE

SLH AERIAL

SHEET NO.

3

USERPWA: THERMABUILDPLAN-4167
DATE: 20 FEB 2020 10:58AM
TIME: 20 FEB 2020 10:58AM

FILE NAME: FILE DATE: XREFS:

PLOT DATE:



HKS

ARCHITECT
HKS ARCHITECTS, INC.
FL AA F000119
225 E. ROBINSON ST. SUITE 405
ORLANDO, FL 32801
(407) 948-9956

INTERIOR DESIGN
HKS ARCHITECTS, INC.
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M/E/P/F ENGINEER
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ORLANDO, FL 32806

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ORLANDO, FL 32801

ORLANDO
HEALTH
South Lake Hospital

ORLANDO HEALTH - SOUTH LAKE HOSPITAL
SITE ENABLING / BED TOWER CUP

OWNER
SOUTH LAKE HOSPITAL
1900 DON WICKHAM DRIVE
CLERMONT, FL 34711

AHCA FILE NO.
23/100051-121

SEAL

KEITH S. HAUGDAHL, P.E. - LIC. NO. 86570



gai consultants
EB 9951

618 SOUTH ST. SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

REVISION

GAI PROJECT NUMBER
R200167.00
HKS PROJECT NUMBER

DATE
27 February 2020

ISSUE

SHEET TITLE
INTERSECTION
PLAN 1

SHEET NO.
4

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XREF NAME: WACONSULTANTS\LOCAL\BUPROD\2020\020107197-05 - BUI - SITE\ADINTERSECTION PLAN.DWG
TIME: 21 FEB 2020 - 10:20AM

PLOT DATE: FILE NAME: FILE DATE: XREF'S:



EXTEND TURN LANE TO 320'
EXISTING: 260'

OAKLEY SEAVER DRIVE

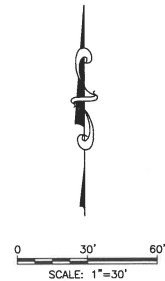
EXISTING SIGNALIZED INTERSECTION

CITRUS TOWER BOULEVARD

50

320

PROPOSED RIGHT TURN LANE



HKS

ARCHITECT
HKS ARCHITECTS, INC.
FL AN F000119
225 E. ROBINSON ST. SUITE 405
ORLANDO, FL 32801
(407) 648-9555

INTERIOR DESIGN
HKS ARCHITECTS, INC.
225 E. ROBINSON ST. SUITE 405
ORLANDO, FL 32801

M/E/P/F ENGINEER
TLC ENGINEERING, INC.
255 SOUTH ORANGE AVE, SUITE 1600
ORLANDO, FL 32806

CIVIL ENGINEER
GAI CONSULTANTS
618 E. SOUTH STREET SUITE 700
ORLANDO, FL 32801

LANDSCAPE ARCHITECT
GAI CONSULTANTS
618 E. SOUTH STREET SUITE 700
ORLANDO, FL 32801

ORLANDO
HEALTH
South Lake Hospital

ORLANDO HEALTH - SOUTH LAKE HOSPITAL
SITE ENABLING / BED TOWER CUP

OWNER
SOUTH LAKE HOSPITAL
1500 DON WICKHAM DRIVE
CLERMONT, FL 34711

AHCA FILE NO.
23/100051-121

SEAL

KEITH S. HAUGDAHL, P.E. - L.C. NO. 98570



gai consultants
EB 9951

618 SOUTH ST. SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

REVISION

GAI PROJECT NUMBER
R200167.00
HKS PROJECT NUMBER

DATE
27 February 2020

ISSUE

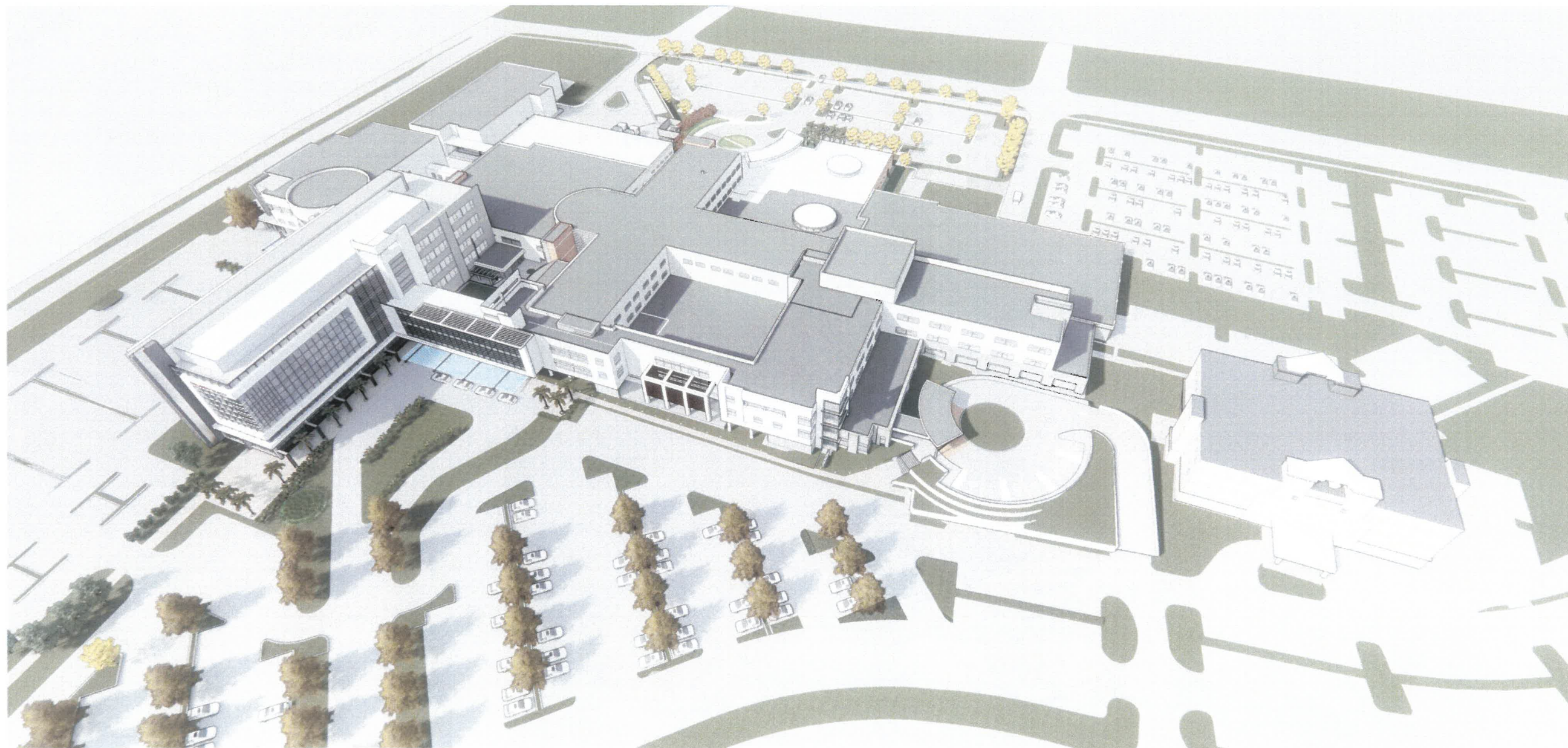
SHEET TITLE
**INTERSECTION
PLAN 2**

SHEET NO.

5







Tower SUMMARY

Tower Includes:

Admin/Conf
90 Med/Surg Beds
30 Shell Beds

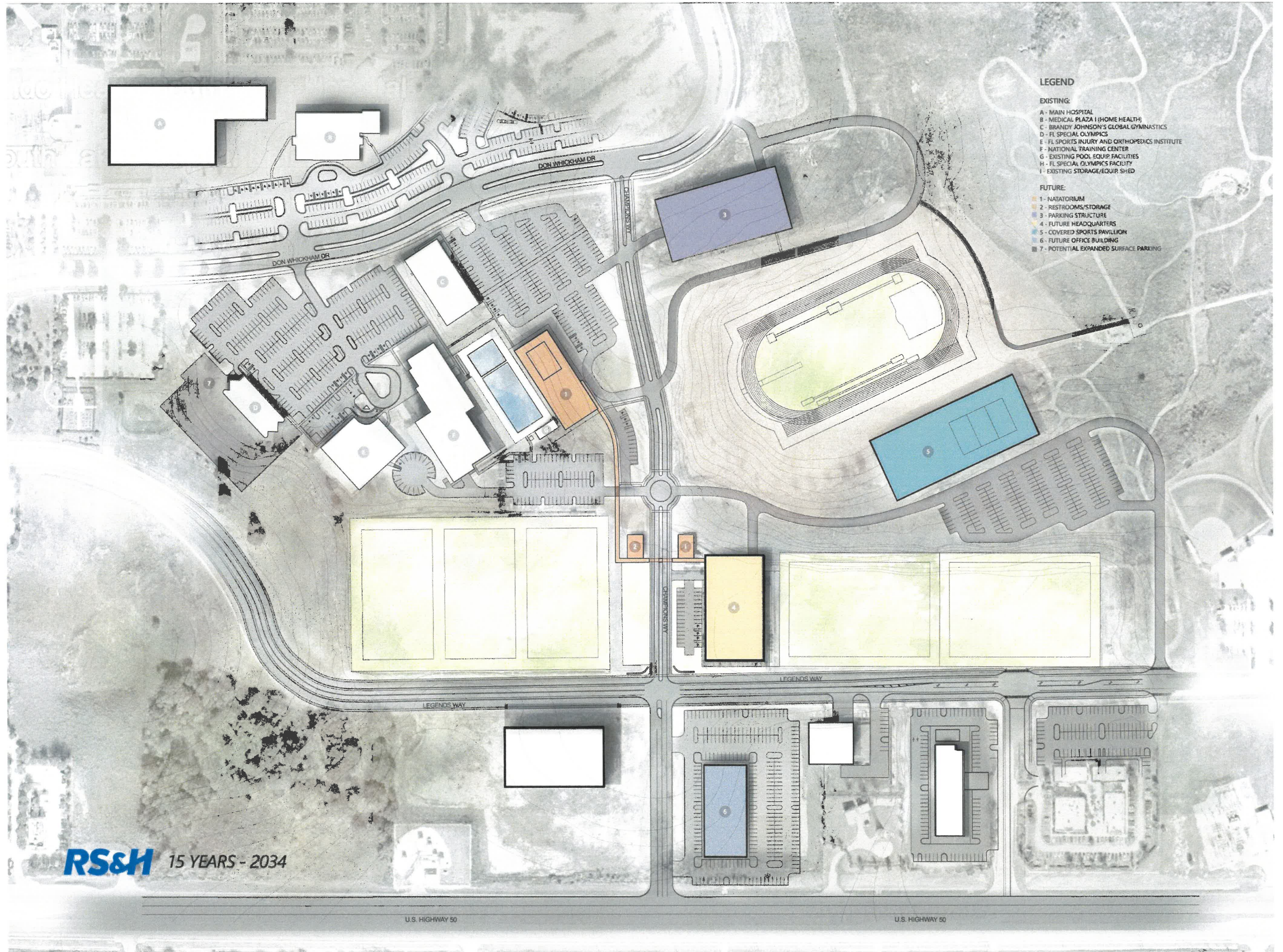
Parking Spaces : Provided / Demand

Patient Spaces : 648 / 505

Team M. Spaces : 732 / 686

Total Spaces : 1380 / 1191





LEGEND

EXISTING:

- A - MAIN HOSPITAL
- B - MEDICAL PLAZA I (HOME HEALTH)
- C - BRANDY JOHNSON'S GLOBAL GYMNASTICS
- D - FL SPECIAL OLYMPICS
- E - FL SPORTS INJURY AND ORTHOPAEDICS INSTITUTE
- F - NATIONAL TRAINING CENTER
- G - EXISTING POOL EQUIP FACILITIES
- H - FL SPECIAL OLYMPICS FACILITY
- I - EXISTING STORAGE/EQUIP SHED

FUTURE:

- 1 - NATATORIUM
- 2 - RESTROOMS/STORAGE
- 3 - PARKING STRUCTURE
- 4 - FUTURE HEADQUARTERS
- 5 - COVERED SPORTS PAVILION
- 6 - FUTURE OFFICE BUILDING
- 7 - POTENTIAL EXPANDED SURFACE PARKING



**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 2-19-20

FEE: \$845

+ cost of advertisement

PROJECT NAME (if applicable): Orlando Health South Lake Hospital Bed Tower

APPLICANT: Orlando Health South Lake Hospital Facility Dev.

CONTACT PERSON: Kim McMurphy

Address: 1900 Don Wickham Drive

City: Clermont State: FL Zip: 34711

Phone: 352.978.7095 Fax: 352.394.4071 x 4415

E-Mail: Kim.mcmurphy@orlandohealth.com or

OWNER: Orlando Health South Lake Hospital Aaron.bottenhorn@orlandohealth.com

Address: 1900 Don Wickham Drive

City: Clermont State: FL Zip: 34711

Phone: _____ Fax: _____

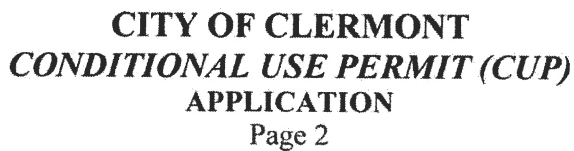
Address of Subject Property: same

General Location: Hospital campus - Citrus Tower Blvd
and Don Wickham Drive

Legal Description (include copy of survey): see attached

Land Use (City verification required): PUD

Zoning (City verification required): _____



See attached

Applicant Name (print) Kim McMurphy

John A. Moore

Owner Name (print)

X

Applicant Name (signature) 

Applicant Name (signature)

x

1201

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

City of Clermont

Conditional Use Permit (CUP) Application for Amendment

Orlando Health South Lake Hospital is proposing to expand the current 140-bed acute care healthcare facility with an additional Bed Tower. This project will be multi-phased and will include 100 inpatient acute care beds, 8 intensive care bed addition/expansion, and growth of the current Women's Center facility and services included in the bed count to meet the growing population needs of south Lake County and the surrounding communities. Future phases may also include vertical expansion of the East Tower and North Tower up to the approved 5 stories to accommodate the bed demand. These proposed expansions can be accommodated within the 300-bed program currently approved in the PUD.

The Hospital also requests that the uses for the National Training Center sports facilities be expanded to include but not limited to, indoor pool facilities, a sports stadium, parking and support spaces.

In order to accommodate the growth and expansion of Orlando Health South Lake Hospital's facilities described above, Don Wickham Drive (a private road) will be rerouted to connect to Legend's Way Drive to the South instead of the current intersection with Citrus Tower Blvd in order to accommodate more convenient patient/visitor parking and a more comprehensive entry with ease of wayfinding to the partnering facilities on the campus. Since Legend's Way and Citrus Tower Blvd will act as the new main entrance for South Lake Hospital and the National Training Center, a traffic signal, which has been studied and meets the warrants, will be placed at the intersection of Citrus Tower Blvd. and Legend's Way. The current driveway entrance at the current intersection of Don Wickham Drive and Citrus Tower Blvd will remain as a secondary entrance into the South Lake Hospital campus but will be converted into a right-in and right-out only.

PROPERTY RECORD CARD

General Information

Owner Name:	SOUTH LAKE MEMORIAL HOSPITAL	Alternate Key:	3540646
Mailing Address:	1099 CITRUS TOWER BLVD CLERMONT, FL 34711-2787 Update Mailing Address	Parcel Number:	09-22-26-0905-055-00000
		Millage Group and City:	000C (CLERMONT)
		2019 Total Certified Millage Rate:	17.9211
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	1900 DON WICKHAM DR CLERMONT FL 34711 Update Property Location	Property Name:	ORLANDO HEALTH SOUTH LAKE HOSPITAL Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	CLERMONT, LAKE HIGHLANDS 21-22-26 TRACTS 55, 56, 57, 58--LESS W 50 FT & LESS N 25 FT OF TRACT 55 & 56 FOR RD R/W & LESS BEG AT A POINT THAT IS 25 FT S & 35 FT E OF NW COR OF SAID TRACT 56, E 25 FT & PT A, RETURN TO POB, RUN S 25 FT, NE'LY TO PT A FOR RD R/W & LESS SOUTH LAKE OFFICE BUILDING NO 1 A COMMERCIAL COND ORB 2276 PG 16-156 & LESS SOUTH LAKE HOSPITAL CENTER FOR WOMEN'S HEALTH A COMMERCIAL CONDO ORB 2566 PG 1191-1420 & LESS FROM SW COR OF SW 1/4 OF SEC 21 RUN N 89-31-26 E 50 FT TO E'LY R/W LINE OF CITRUS TOWER BLVD & POB, RUN N 0-16-24 W 40 FT, N 89-31-26 E 300.38 FT, THENCE SE'LY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 613 FT, A CENTRAL ANGLE OF 20-48-47 E & A CHORD BEARING OF S 80-04-11 E 221.45 FT, FOR AN ARC DIST OF 222.68 FT TO A POINT ON S LINE OF SW 1/4 OF SEC 21, S 89-31-26 W 518.33 FT TO POB FOR RD R/W & LESS THAT PART OF LAND LYING WITHIN FOLLOWING PROPERTY: FROM AT A POINT AT THE INTERSECTION OF S LINE OF TRACT 57 & E R/W LINE OF CITRUS TOWER BLVD IN SEC 21 RUN N 00-11-00 E ALONG E R/W LINE 370.54 FT, N 89-33-56 E 760 FT, S 35-00-00 E 448.91 FT, S 87-25-53 E 45.27 FT FOR POB, RUN N 47-35-48 E 170 FT, S 42-24-12 E 152 FT, S 47-35-48 W 170 FT, N 42-24-12 W 152 FT TO POB--PB 3 PG 30 ORB 1086 PG 2496		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	HOSPITAL (8500)	0	0		36.44	AC	\$0.00		\$2,915,200.00
Click here for Zoning Info					FEMA Flood Map				

Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$500)	Learn More	View the Law
Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$500)	Learn More	View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
✓ Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of:
\$680,635.37

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More	View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More	View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More	View the Law
Conservation Classification Assessment Limitation	Learn More	View the Law
Agricultural Classification	Learn More	View the Law

Assessment Reduction Savings ⓘ

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10097355
Phone: (352) 241-7331
Date: 06/26/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a	06/30/2020	07/21/2020	\$176.44

LEGAL NOTICE

Tracy Ackroyd Howe, MMC
City Clerk

Notice is hereby given that the City of Clermont will consider a request for an amendment to a Conditional Use Permit to allow an expansion at the South Lake Hospital to include a new inpatient tower with bed expansion and master site plan improvements.

Ad No: 10097355
June 30, 2020 &
July 21, 2020

LOCATION

South Lake Hospital at Don Wickham
Drive and Citrus Tower Blvd.
(Alternate Key 3540646)

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

The Planning & Zoning Commission will consider the request at a public hearing on Tuesday, July 7, 2020 at 6:30 P.M., and

The City Council will consider the request at a public hearing on Tuesday, July 28, 2020 at 6:30 P.M.

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

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.

Payment Info	
Ad Price	\$176.44
Tax	\$0.00
Sub Total	\$176.44
Prepaid Amount	\$0.00
Balance Due	\$176.44



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 28, 2020		
Agenda Item Name		
Resolution No. 2020-30R <i>Artwalk Eatery</i> Table to August 25, 2020		
Requested Action		
Recommend tabling to August 25, 2020.		
Staff Report		
Applicant requests tabling to August 25, 2020.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. CUP RES 2020-30R Artwalk Eatery DRAFT	CUP RES 2020-30R Artwalk Eatery DRAFT.pdf	
2. ARTWALK EATERY CUP AD	ARTWALK EATERY CUP AD.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2020-29R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW AN OUTDOOR EATERY BUSINESS IN THE CENTRAL BUSINESS DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held July 7, 2020 recommended BLANK of this Conditional Use Permit to allow an outdoor eatery in the Central Business District; at the following location:

LOCATION:

North of Montrose Street adjacent to the Art Walk
(A portion of Alternate Key # 1087210)

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location.

WHEREAS, based on the foregoing, the City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for a Conditional Use Permit to allow for an outdoor eatery in the Central Business District; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1. General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No 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.
3. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.



CITY OF CLERMONT
RESOLUTION NO. 2020-29R

4. 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.
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.
7. 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.
8. The structure shall be inspected by the Fire Marshall for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. 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.

SECTION 2. Land Use

1. Permitted uses shall include personal services in a building not to exceed 6,300 square feet of floor area. Other permitted uses in the CBD zoning district are also permitted.

EXHIBIT A – CONCEPTUAL SITE PLAN



CITY OF CLERMONT
RESOLUTION NO. 2020-29R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of July, 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10097250
Phone: (352) 241-7331
Date: 06/19/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a	06/30/2020	07/21/2020	\$173.52

LEGAL NOTICE

City Clerk

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow an outdoor eatery business in the Central Business District.

Ad No: 10097250
June 30, 2020 &
July 21, 2020

LOCATION

North of Montrose Street adjacent to the Art Walk
(A portion of Alternate Key # 1087210)

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

The Planning & Zoning Commission will consider the request at a public hearing on Tuesday, July 7, 2020 at 6:30 P.M., and

The City Council will consider the request at a public hearing on Tuesday, July 28, 2020 at 6:30 P.M.

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

All interested parties will be given an opportunity to express their views on this matter.

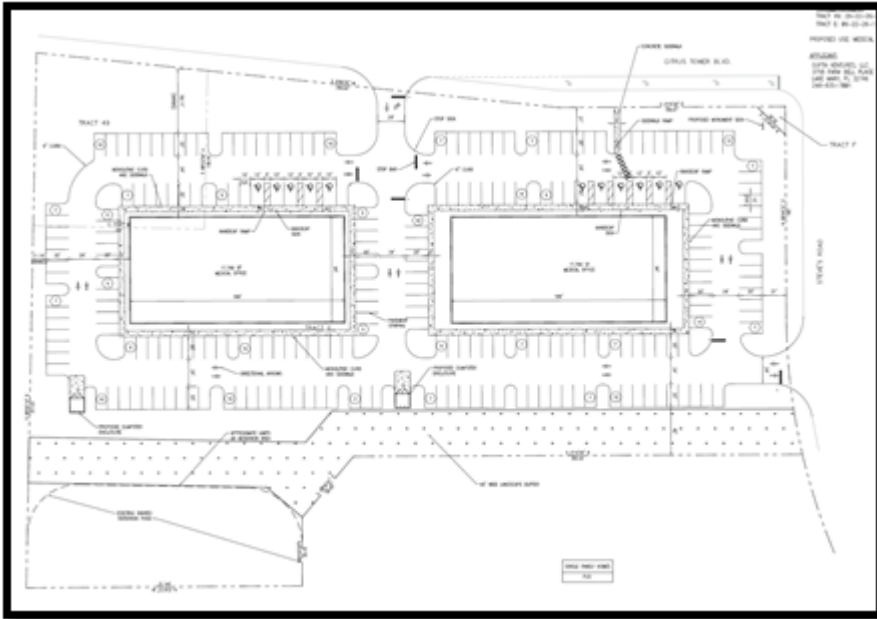
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office,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

Tracy Ackroyd Howe, MMC

Payment Info	
Ad Price	\$173.52
Tax	\$0.00
Sub Total	\$173.52
Prepaid Amount	\$0.00
Balance Due	\$173.52

AGENDA ITEM

Meeting Date	
Tuesday, July 28, 2020	
Agenda Item Name	
Resolution No. 2020-33R <i>Clermont Oncology</i>	
Requested Action	
Recommend approval of Resolution No. 2020-33R.	
Staff Report	
The applicant is requesting an amendment to a Conditional Use Permit (2014-24) to re-designate allowable uses for Parcel I within the Lost Lake Reserve Development. Parcel I is located at the northwest corner of Steves Road and Citrus Tower Boulevard. The Developer would like to re-designate Parcel I from worship use to office use. Specifically, the applicant is requesting up to 40,000 square feet of office use for medical services on the 5.5+/- acre parcel.  The project, as proposed on the Conditional Use Site Plan prepared by Interplan LLC, shows two single-story medical office buildings at approximately 18,000 square feet each with associated parking and landscaping. The total square footage for the project will be limited up to 40,000 square feet for the site, which is approximately a floor area ratio of 0.17 and under the maximum of 0.25 for office, commercial, and institutional uses as outlined in Policy 1.7.2 of the City's Comprehensive Plan for the Lost Lake Reserve DRI.	



The applicant has not requested any variances in the construction of this project and has increased the landscape buffer between the buildings and the existing residential to the west. The proposed buffer will be forty (40) feet wide instead of the minimum ten (10) feet wide as required in Section 118-37. All other landscape buffers will meet code.

The Conditional Use Site plan shows two (2) ingress/egress points, one on Citrus Tower and the other on Steves Road. A tier 2 traffic impact analysis (TIA) has been conducted and it noted that no roadway segments nor intersections in the study area are anticipated to achieve failing Level of Service standards due to the inclusion of project trips. The TIA indicates 122 P.M. peak hour trips. The Level of Service standard at Citrus Tower and Steves Road is a level "D", which meets the adopted level of service.

Staff has reviewed the application as submitted and finds the proposed use on Parcel I will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. The proposed use is in conformance with the City's Comprehensive Plan and Future Land Use District Designation. The proposed use is compatible with the surrounding development as to type and size of buildings and height, which would be no different than the Institutional use currently designated. The building placement, building height, setbacks, and landscaping have been taken into account to minimize potential impacts in the site planning. Staff recommends approval of the Conditional Use Permit Amendment with the conditions contained in Resolution No. 2020-33R. *The Planning and Zoning Commission recommended approval, 6-0, with a condition that the applicant provides a solution to improve the pedestrian crossing at the Steve's Road driveway connection.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	2020-33R Clermont Oncology - Lost Lake Reserve	2020-33R Clermont Oncology - Lost Lake Reserve Updated.doc
2.	Clermont Oncology Maps	Clermont Oncology Maps.pdf
3.	Clermont Oncology SITE PLAN	Clermont Oncology SITE PLAN.pdf
4.	TIA Summary	TIA Summary.pdf
5.	20-5001 Clermont Oncology TIA . Methodology . 2020Jun25	20-5001 Clermont Oncology TIA . Methodology . 2020Jun25.pdf
6.	Clermont Oncology Application	Clermont Oncology Application.pdf
7.	Clermont Oncology CUP Legal Ad Proof	Clermont Oncology CUP Legal Ad Proof.pdf

**CITY OF CLERMONT
RESOLUTION NO. 2020-33R**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT TO RE-DESIGNATE ALLOWABLE USES FOR PARCEL I WITHIN THE PLANNED UNIT DEVELOPMENT ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held July 7, 2020 recommended for approval of this amendment to a Conditional Use Permit to re-designate allowable uses for Parcel I within the Planned Unit Development Zoning District; at the following location:

LOCATION:

Northwest of Citrus Tower Boulevard and Steve's Road

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for an amendment to a Conditional Use Permit to re-designate allowable uses for Parcel I within the Planned Unit Development Zoning District; be granted subject to the following conditions:

CUP CONDITIONS:

Section 1 – General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs' assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. The property shall be developed in substantial accordance with the master site plan as shown in the revised Exhibit "A" incorporating all conditions of this Conditional Use Permit.
4. 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

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City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

5. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
6. 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.
7. The Conditional Use Permit must be executed and filed in 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.
8. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date that this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

Section 2 – Land Use

The Lost Lake Reserve project shall be developed in accordance with the directives of the DRI, this CUP/PUD and the Comprehensive Plan for this Master Planned Development.

The project shall be permitted for a maximum total of 1,108 single and multifamily residential dwelling units.

The development consists of the following elements as depicted in Exhibit "A":

Residential:

- Parcel "A" – detached single family residential units with a minimum lot size of 9000 sq. ft. and a minimum lot width of 75 ft. All other development standards shall be consistent with the R-1 Single-family Medium Residential Zoning District.
- Parcel "B" – detached single family residential units with a minimum lot size of 01020 sq. ft. and a minimum lot width of 100 ft. All other development standards shall be consistent with the R-1-A Single-family Low Density Residential Zoning District.
- Parcel "C1" – 14.73 acres of park land. A deed restriction shall be imposed by the developer to allow only athletic fields, recreation and open space uses. Parcel C-1 shall be developed in substantial accordance with the conceptual site plan dated March 6, 2010

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and the perspective drawings as developed by AECOM and Forum Architectures & Interior Design Inc. for Maxcy Development Group, as shown in Exhibit “B”.

- Parcel “C2” – 16.41 acres with up to 192 multi-family residential units. Townhomes, duplexes, quadruplexes, condominiums, or apartments may be constructed at a maximum density of 12 dwelling units per acre. Parcel C-2 shall be developed in substantial accordance with the conceptual site plan dated March 6, 2010 and the perspective drawings as developed by AECOM and Forum Architectures and Interior Design Inc. for Maxcy Development Group, as shown in Exhibit “B”.
- Parcel “D” – up to 300 multifamily residential units on 25 acres. Townhomes, duplexes, quadruplexes, condominiums, or apartments may be constructed at a maximum density of 12 dwelling units per acre.
- Parcel “E” – detached single family residential units with a minimum lot size of 9000 sq. ft. and a minimum lot width of 75 ft. All other development standards shall be consistent with the R-1 Single-family Medium Residential Zoning District.
- Parcel “F” – detached single family residential units with a minimum lot size of 9000 sq. ft. and a minimum lot width of 75 ft. All other development standards shall be consistent with the R-1 Single-family Residential Zoning District.
- Parcel “G” – up to 300 multifamily residential units on 25 acres. Townhomes, condominiums or apartments may be constructed at a maximum density of 12 dwelling units per acre.

Non-residential:

- Parcels “H” & “R” – allow for a variety of professional office and personal services uses. Allowed uses shall be the professional office and personal services as permitted in the C-1 zoning district. All regulations of the C-1 zoning district shall apply to these uses. In addition, residential uses are limited to 1 du/5,000 sq. ft. of the heated and cooled area. Subdivisions of commercial land must go through the commercial subdivision platting process.
1. Parcel “I” – Professional and medical office uses only. Any other C-1 Light Commercial use shall be subject to a conditional use approval by the City. The parcel, 5.5+/- acres, may have up to two (2) standalone buildings up to 20,000 square feet each, not to exceed a total of 40,000 square feet of office space for the entire parcel, as shown on the Conditional Use Site Plan prepared by Interplan LLC. A forty-foot (40’) enhanced landscape buffer shall be installed between the adjoining residential lots and the project. A Tier 2 Traffic Impact Study shall be completed and reviewed by the City’s Traffic Consultant at the applicant’s expense. If the study identifies a deficiency in the Level of

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Service of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.

- Parcels “K” & “J” – Commercial Villages – allow development of a variety of retail and service uses to serve the PUD and nearby neighborhoods, consistent with the regulations in the C-2 General Commercial zoning district. Permitted uses in C-2 shall be permitted and Conditional Uses in C-2 shall require a conditional use permit. The following uses shall be prohibited: “adult” oriented forms of business or services including adult bookstores; tattoo and body piercing establishments; psychic readers; pawn shops and campgrounds. Shopping centers require a CUP and other subdivisions of commercial land must go through the commercial subdivision platting process.

The construction of a retail establishment which exceeds 100,000 square feet in size shall be permitted on Parcel K without obtaining a variance. A CUP is required for the purpose of reviewing the plan for compliance with this CUP and other City Codes and Ordinances. (29.17 acres developed Wal-Mart; 11.30 acres available).

- Parcel “L” – Town Center – allows a variety of retail and service uses, consistent with the C-1 Light Commercial zoning district. Residential uses shall be allowed at a ratio of 1 du/2500 sq. ft. of heated and cooled space. The following uses shall be prohibited: “adult” oriented forms of business or services, i.e. adult bookstores; tattoo and body piercing establishments; psychic readers; pawnshops and campgrounds. Shopping centers require a CUP and other subdivisions of commercial land must go through the commercial subdivision platting process.
- Parcel “M” – An 11.4 acre Recreation and Open Space (ROS) parcel bridges the gap between the Eagle Lake perimeter park and Lost Lake Elementary School. It is proposed for active community recreation such as field and court sports.
- Approximately 15.2 acres is planned for passive recreation for the perimeter of Lake Felter. This Recreation and Open Space (ROS) feature coincides with the 100 year floodplain.
- A linear park that borders both sides of Citrus Tower Boulevard along Parcels “B”, “C”, “D”, and “E”.
- Parcel “N” – A 1.0 acre parcel is reserved for a Community Facility at the northeast corner of the 11.2 acre ROS parcel.

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Section 3 – Physical Site Development and Environmental Issues

1. A dust abatement and soil erosion plan shall be submitted to the City detailing measures to be taken to eliminate the migration of dust particles and soil erosion. A water buffalo shall be available to apply water within 24 hours of notification by City. All disturbed areas that are not to be developed within 30 days after grading is completed shall be seeded and mulched or sodded unless an alternative plan is submitted to and approved by the City.
2. Gopher tortoises shall be relocated to an approved reception site subject to approval of the Florida Game and Fresh Water Fish Commission. If relocation is not approved due to health reasons a Take Permit will be obtained from the Fish and Game for tortoises that cannot be relocated due to health reasons.
3. The Lake Felter mitigation has been completed in accordance with the plans approved by the City and the SJRWMD. The mitigation is subject to the monitoring requirements under the permit. The Eagle Lake mitigation plans have been submitted to the SJRWMD in accordance with the Consent Order issued by SJRWMD. In accordance with the Consent Order, the Eagle Lake restoration must be completed prior to development north of John's Lake Road or when water levels rise to normal levels. All activity in the floodplains or wetlands requires a permit from the City per Section 94-34 of the code.
4. A tree survey and inventory is required for all trees six (6) inches and over in diameter and a replacement plan is required for those trees to be removed.
5. Mass grading shall be permitted in substantial accordance with the proposed Mass Grading 2002 Cut/Fill Program as originally approved by the City, which depicts those areas which will exceed ten (10) feet or fifteen (15) feet of cut or fill in residential and commercial areas respectively. Final grading plans shall be submitted with construction plans for each phase of the development and shall substantially comply with those grading plans. Notwithstanding the above, any City approval of a site improvement plan will allow the Developer to move earth outside or into that parcel's boundary provided that earthwork is completed consistent with the approved master grading plan but only to the extent such work is needed to complete the earthwork required of the approved site plan.

Retaining walls up to ten (10) feet in height may be utilized in the commercial parcels, as long as landscaping is incorporated into their design. Tiering of retaining walls in commercial areas is permitted. Residential parcel retaining walls are restricted to a maximum of six (6) feet in height. Two foot horizontal to one foot vertical slopes are allowed in non-residential parcels provided slopes are vegetated with drought tolerant, low maintenance materials. Filling the U.S. 27 floodplain in the commercial area is permitted as long as the appropriate permits are obtained from SJRWMD and floodplain compensation is provided.

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A dust abatement and soil erosion plan shall be submitted to the City detailing measures to be taken to eliminate the migration of dust particles and soil erosion with each site improvement plan.

Section 4 – Transportation Improvements

1. Citrus Tower Blvd.

A. *With County contribution:* Developer shall substantially complete the construction of Citrus Tower Boulevard from the southern boundary of the property to the northern boundary within 240 days of Developer receiving final permits and approvals and, the County providing its share of the construction cost in the form of cash. The portion from the northern boundary of the property to Hook Street shall be completed within 240 days of the County or City acquiring the necessary right of way to construct the roadway along with the necessary drainage improvements and obtaining all final permits to construct improvements.

Development approved through the adoption of the Development Order for the DRI can commence on Parcel “F” without any improvement to Citrus Tower Blvd. Parcel “G” shall require the construction of Citrus Tower Boulevard from John’s Lake Road south to the secondary entrance of Parcel “G” within one (1) year of the first CO being issued in Parcel “G”. Parcels “C” and “E” shall require the construction of Citrus Tower from John’s Lake Road to Steve’s Road prior to the issuance of any CO in Parcels “C” or “E”. Further development shall commence as provided for in the DRI Development Order.

The one hundred feet of right of way for the construction of Citrus Tower Boulevard from the southern property boundary to the northern property boundary will be contained in a right of way reservation corridor map (the “Map”) which shall be an exhibit to this document. The Map will delineate the location of a one hundred fifty foot (150’) corridor from the southern to northern property boundary. The exact 100-foot right of way to be dedicated will be furnished to the City upon completion and approval of the construction drawings for Citrus Tower Boulevard. The Developer will complete and submit the construction plans for Citrus Tower Blvd. from the southern property boundary to the northern property boundary within 6 months of the CUP approval. Simultaneously with the dedication of the right of way to the City, the City in turn will grant to the Developer a temporary access easement over the right of way and grant the Developer the authority to construct the necessary roadway improvements in the right of way which is the Developer’s responsibility. Notwithstanding the above, the Developer shall dedicate the one hundred feet (100’) of right of way for Citrus Tower Blvd. no later than twelve (12) months after the approval of this CUP.

City will assist developer in making sure that Citrus Tower Boulevard is eligible for impact fee credits from the County.

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B. *Without County contribution:* Developer shall construct Citrus Tower Boulevard from the southern property line to the northern property line within four (4) years of approval of the DRI Development Order.

Development approved through the DRI Development Order can commence on Parcel “F” without any improvement to Citrus Tower Blvd. Parcel “G” shall require the construction of Citrus Tower Boulevard from John’s Lake Road south to the secondary entrance of Parcel “G” within one (1) year of the first CO being issued in Parcel “G”. Parcels “C” and “E” shall require the construction of Citrus Tower from John’s Lake Road to Steve’s Road prior to the issuance of any CO in Parcels “C” or “E”. Further development shall commence as provided for in the DRI Development Order.

The one hundred feet of right of way for the construction of Citrus Tower Boulevard from the southern property boundary to the northern property boundary will be contained in a right of way reservation corridor map (the “Map”) which shall be an exhibit to this document. The Map will delineate the location of a one hundred fifty foot (150’) corridor from the southern to northern property boundary. The exact right of way to be dedicated will be furnished to the City upon completion and approval of the construction drawings for Citrus Tower Boulevard. The Developer will complete and submit the construction plans for Citrus Tower Blvd. from the southern property boundary to the northern property boundary within 6 months of the CUP approval. Simultaneously with the dedication of the right of way to the City, the City in turn will grant to the Developer a temporary access easement over the right of way and grant the Developer the authority to construct the necessary roadway improvements in the right of way which is the Developer’s responsibility. Notwithstanding the above, the Developer shall dedicate the one hundred feet (100’) of right of way for Citrus Tower Blvd. no later than twelve (12) months after the approval of this CUP.

City will assist developer in making sure that Citrus Tower Boulevard is eligible for impact fee credits from the County.

2. Steve’s Road Construction

A. *With County contribution:* Steve’s Road from the eastern property boundary to the western boundary shall be constructed within 240 days of the County providing funding and the County or City providing the necessary rights of way. The portion west of Citrus Tower Blvd. must be completed prior to the first CO being issued in Parcel “A” and the portion east of Citrus Tower Blvd. must be completed prior to the first CO being issued in Parcel “B”. Regardless, Steve’s Rd. must be constructed from Citrus Tower Blvd. to the east property boundary when Citrus Tower Blvd. is extended to Steve’s Road.

The eighty foot (80’) right of way for the construction of Steve’s Road from the western property boundary to Citrus Tower Blvd. and the sixty foot (60’) right of way from Citrus Tower Blvd. along the northern property boundary will be contained in a right of way reservation corridor map (the “Map”) which shall be an exhibit to this document. The Map will delineate the location of a one hundred fifty foot (150’) corridor from the eastern to

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western property boundary. The exact right of way to be dedicated will be furnished to the City upon completion and approval of the construction drawings for Steve's Road.

The Developer will complete and submit the construction plans for Steve's Road from the eastern property boundary to the western property boundary within 6 months of the CUP approval. Simultaneously with the dedication of the right of way to the City, the City will in turn grant to the Developer a temporary access easement over the right of way and grant the Developer the authority to construct the necessary roadway improvements in the right of way which is the Developer's responsibility.

B. Without County contribution: Steve's Road from the eastern property boundary to the western boundary shall be constructed within four (4) years of approval of the PUD or the portion west of Citrus Tower Blvd. must be completed prior to the first CO being issued in Parcel "A" and the portion east of Citrus Tower Blvd. must be completed prior to the first CO being issued in Parcel "B".

The eighty foot (80') right of way for the construction of Steve's Road from the western property boundary to Citrus Tower Blvd. and the sixty foot (60') right of way from Citrus Tower Blvd. along the northern property boundary will be contained in a right of way reservation corridor map (the "Map") which shall be an exhibit to this document. The Map will delineate the location of a one hundred fifty foot (150') corridor from the eastern to western property boundary. The exact right of way will be dedicated to the City upon completion and approval of construction drawings for Steve's Rd. The Developer will complete and submit the construction plans for Steve's Road from the eastern property boundary to the western property boundary within 6 months of the CUP approval. Simultaneously with the dedication of Steve's Rd., the City will in turn grant to the Developer a temporary access easement over the right of way and grant the Developer the authority to construct the necessary roadway improvements in the right of way which is the Developer's responsibility. Notwithstanding the foregoing, Steve's Road east of Citrus Tower Boulevard will be completed by the time the portion of Citrus Tower Blvd. is extended from John's Lake Road North to Steve's Rd.

3. All roads within the project shall be designed and constructed in accordance with adopted City standards.
4. The permittee shall pay a pro rata share of the traffic study to determine if a signal is warranted at the intersection of U.S. 27 and John's Lake Road. If a signal is warranted, the permittee shall pay its pro rata share of the cost for a signal and its installation. The permittee shall also pay for the total cost of warning signs and lights north of the signal as required by the FDOT and the City of Clermont.
5. If in the future it is determined by the City that a signal is necessary at the intersection of John's Lake Road and Citrus Tower Blvd., the cost of engineering, equipment, and installation shall be the responsibility of the permittee and may be eligible for impact fee credits.

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6. A mass transit stop shall be provided for in the Commercial Village.
7. Ingress/egress to the site for construction shall be as approved by the City Site Review Committee.
8. An FDOT permit will be required and filed with the City for any activity proposed to occur along U.S. 27 right-of-way prior to issuance of development approvals or permitting by the City.
9. Single family units shall not front on, or be permitted direct access to John's Lake Road, Steve's Road, or Citrus Tower Boulevard.
10. The permittee shall be permitted to extend the maximum length of a cul-de-sac street from one thousand two hundred (1,200) feet to two thousand (2,000) feet.
11. The developer shall pay the City for the purchase and installation of the traffic signal (span wire) at the intersection of Citrus Tower Blvd. and Steve's Road as designed and installed by Lake County, not to exceed \$200,000. The signal shall be installed and paid for prior to the first Certificate of Occupancy being issued for Parcel C2 or for any buildings in Phase 2, whichever comes first. The City will support and reasonably cooperate with the developer with regard to the developer's application for eligible impact fee credits from Lake County.

Section 5 – Utilities

1. An acceptable well site of approximately one-half acre in size either on or off site shall be provided prior to commencement of construction.
2. The project shall be plumbed for reclaimed water use. Reclaimed water lines shall be installed using purple colored piping.
3. Irrigation wells shall be used to provide water for irrigation until reclaimed water is available.
4. 300 units of water impact fees shall be paid at the time the first building permit is pulled.
5. The City shall work with the developer/permittee in the design of water and reuse line within the right-of-way or easements to accommodate and encourage the planting of trees between the curb and sidewalk.
6. The developer/permittee shall not place more than thirty-six (36) inches of overburden on utility lines. Where landscape may be located over such line, the City shall receive

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indemnification in the event of necessary operation and/or maintenance of the utility. Repair and/or replacement of landscape shall be the responsibility of the developer/permittee.

Section 6 - Linear Park

1. A linear park shall be provided on both sides of Citrus Tower Boulevard that will run along Parcels “B”, “C”, “D”, and “E”. This linear park shall be a minimum of 10 ft in width and average 25 ft. in width. It shall be located outside of the public right-of-way. An eight foot pedestrian/bikeway shall be constructed the length of the park on both sides of Citrus Tower Boulevard. The pedestrian/bikeway does not have to follow the right-of-way line, but can meander in a serpentine manner through the buffer and 5 ft. into the right-of-way; however, in no case shall the pedestrian/bikeway be located closer than five (5) feet to the back of curb of Citrus Tower Blvd.

Construction plans for the linear park shall be submitted for review and approval by staff along with construction plans for Citrus Tower Blvd. The plans shall include a description of the street furniture and lighting to be used and the design of berms and landscaping. Landscaping shall include one canopy tree per 50 ft. of street frontage with planting areas every 150 ft. These planting areas shall be a minimum 500 sq. ft. in size. The linear park shall be constructed in conjunction with each phase of Citrus Tower Blvd. construction. Maintenance of the linear park shall be by the homeowners association.

Section 7- Recreation

1. Public Park -

The developer will dedicate the approximately 11.4 acre park site to the City prior to the issuance of the first CO. The Developer will receive impact fee credits for the cost of the design and improvements, but not the value of the land. Cost estimates shall be submitted and approved by the City prior to construction for the purpose of confirming recreation impact fee credits. The developer and City shall work together to plan the park. Developer will design, engineer, permit, and build the park improvements substantially in accordance with the conceptual plan as prepared by McIntosh and Associates and Canin Associates construction plans, May 15, 2002 submitted to the City of Clermont. Grading and preparation of the site for construction as well as the construction of restroom facilities and the softball fields shall be completed before the issuance of the 25th single family certificate of occupancy. Prior to the issuance of the 100th single family CO the entire facility must be completed and the entire facility must be completed within 24 months after issuance of the first single family residential CO. If upon issuance of the 100th single family CO, the developer has not completed the facility of the facility is not completed within the 24 month period, the developer shall post a letter of credit or performance bond for the remaining improvements that can be drawn by the City if the improvements are not completed within 90 days.

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2. Eagle Lake Park and the Lake Felter passive park shall be constructed in conjunction with Phase 2 of the 11.4 acre active City park.
3. All recreation and park areas shall link with the pedestrian/bikeway system.
4. A neighborhood play lot (tot lot) shall be provided in each residential tract prior to the issuance of any certificates of occupancy for the tract. The neighborhood play lots shall be connected to the internal pedestrian/bikeway system.

Section 8 – Landscaping

1. A 30 ft. landscape buffer shall be constructed along the eastern boundary of Parcel “F” prior to the issuance of the first c/o in Parcel “F”. The buffer shall be planted with a minimum of three rows of 3”-caliper 6” above grade pines planted 20 ft. on center. The rows shall be planted in a staggered manner so as to provide an opaque barrier.
2. In addition to the Linear Park, additional landscape buffers shall be provided along Citrus Tower Boulevard. A 20 ft. buffer shall be provided along all commercial properties except for the Town Center. A 25 ft. buffer shall be provided along the frontage of Parcel “G”. Landscaping in the Linear Park and other buffers shall exceed minimum code requirements.
3. A wall and landscaped buffer shall be required along all double frontage lots (residential lots along Citrus Tower Blvd. and John’s Lake Road unless otherwise approved by the site review committee.
4. The landscape buffer for the commercial and office parcels along U.S. 27 shall be 25 ft. wide with berm and double the planting of shrubs.
5. The developer shall landscape and maintain the Citrus Tower Blvd. median from Steve’s Road to John’s Lake, in substantial accordance with Exhibit “C”. The developer shall install all landscape material (as approved by the City), and maintain the median of Citrus Tower Blvd. within the Lost Lake Reserve from Steve’s Road to John’s Lake Road. Said landscaping shall be installed prior to the first Certificate of Occupancy being issued for Parcel C-1 or C2 or for any building.

Section 9 – Architectural Design Standards

All structures shall be designed and constructed in accordance with the *Architectural Standards* of the City of Clermont. In addition, the following shall be adhered to:

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1. The developer/permittee shall create a set of design standards which establish the scale, mass, and form of development for the non-residential components of the PUD. The non-residential standards shall include specific landscape controls for all rights-of-way, parking areas, plazas, and public open space, as well as a complete palette of street furnishings where appropriate.
2. The design standards for the non-residential areas shall be reviewed and approved by the City Site Review Committee and shall be applied to all development in the PUD unless the City has established its own design standards and has adopted such standards as part of its code.
3. The following design standards shall apply to large retail establishments unless otherwise approved by the City of Clermont Site Review Committee:

Facades and Exterior Walls:

1. Primary ground floor facades that face public streets shall have arcades, display windows, entry areas, awnings or other such features along no less than twenty-five (25) percent of their horizontal length.

Roofs:

1. Parapet walls or other design features shall be used to conceal flat roofs and rooftop equipment such as HVAC units from public view from all sides of the building. The average height of such parapets shall not exceed fifteen (15) percent of the height of the supporting wall and such parapets shall not at any point exceed one-third (1/3) of the height of the supporting wall.
2. No uninterrupted length of any roofline or parapet wall shall exceed one hundred (100) horizontal feet.

Materials and colors:

1. The predominant exterior finish shall be of high quality materials, including, but not limited to, brick, stone, stucco and textured concrete masonry units. The finished surface of the exterior walls shall not include smooth-faced concrete block, tilt-up concrete panels or prefabricated steel panels.
2. Façade colors shall be low reflective, subtle, neutral or earth tone colors. The use of high-intensity colors, metallic colors, black or fluorescent colors shall be prohibited.

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3. Building trim and accent areas shall be limited to one primary color. The use of a primary color in the building trim is limited to a two (2) foot wide band around the building. Neon tubing shall not be an acceptable feature for building trim or accent areas.

Entryways:

Each large retail establishment shall have a clearly defined customer entrance featuring no less than three (3) of the following:

1. Canopies or porticos;
2. Overhangs;
3. recesses/projections;
4. Arcades;
5. Peaked roof forms;
6. Arches;
7. Architectural details such as tile work and moldings which are integrated into the building structure and design;
8. Integral planters or wing walls that incorporate landscaped areas and areas for sitting.

Signage:

1. Neon tubing shall not be used in building signage. The letters in the signage shall be the primary color.
2. Signage may include store identification including garden center and contractor pickup, etc., but not advertising such as “We Sell for Less” or “Low Prices”, etc.

Outdoor storage:

1. All building or landscape materials stored outside must be within an enclosure. If the enclosure is not opaque, the enclosure shall consist of ornamental fencing as screening. Plastic slats in chain link fencing will not be allowed.
2. Shopping cart returns shall be provided within the retail structures.
3. Cart corrals or returns may be provided for in the parking lot. No advertising shall be allowed on the cart corrals.

Outdoor display:

1. After business hours, all outdoor inventory must be on a concrete slab and under roof, i.e. an arcade.

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Section 10 – Signage

10.1 General Provision:

- 1.1 Anything defined as a “sign” by the City, but which is not specifically allowed by this section, shall be governed by the current City Land Development Code Signage Regulations.

10.2 Directional Signs:

- 2.1 Directional Signs which identify amenities and/or uses which serve the general public and/or residents of the development shall be regulated as follows:
 - 2.1.1 Directional Signs may identify amenities and/or uses; builders and/or neighborhoods.
 - 2.1.2 Directional Signs shall be limited to locations along Citrus Tower Boulevard and John’s Lake Road within the boundaries of the development.
 - 2.1.3 Directional Signs shall be limited to a double faced maximum of sixteen (16) square feet per sign face, not more than ten (10) feet in height.
 - 2.1.4 Directional Signs shall maintain a five hundred (500) foot separation from other directional signs and a minimum fifty (50) foot peripheral setback from all other signs.
 - 2.1.5 Directional Signs shall be setback a minimum of five (5) feet from all property lines, provided that a safe line of sight is maintained and the placement of said sign does not otherwise create a hazard to pedestrian or vehicular traffic as determined by the City of Clermont.

10.3 Main Entrance Signs:

- 3.1 Main Entrance Monuments may be located at the main entrance to the project at US Highway 27 and John’s Lake Road.
- 3.2 Main Entrance signage shall include either one of the following: 1) Entrance Monument signs and a Project Identification Sign in the median of the entry or 2) Project Identification Signs on either side of the right-of-way only.
- 3.3 Main Entrance Monuments may be placed adjacent to the north and south right-of-way lines of John’s Lake Road and shall have a five (5) foot setback provided that placement of these monuments do not create a hazard to public health and safety as determined by the City of Clermont.

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- 3.4 Main Entrance Monuments shall be four sided structures a maximum of eighteen (18) feet high and shall be limited to the project logo and a maximum of nine (9) square feet each side.
 - 3.5 Main Entrance Project Identification Signs shall have a maximum copy area of thirty (32) square feet and a maximum height of eight (8) feet. The wall shall be placed in such a manner that a clear line of sight is maintained and does not create a hazard to public safety, health or welfare as determined by the City.
- 10.4 Boundary Markers:
- 4.1 At the north and south entrances to the development on Citrus Tower Boulevard and at the east entrance on John's Lake Road, either project identification signs or boundary markers may be provided. They shall be located at or near the project boundaries.
 - 4.2 Boundary Markers shall be located along both sides of the right-of-way up to the property line provided; however, that placement of these structures shall not create a hazard to public health or safety as determined by the City of Clermont.
 - 4.3 Boundary Markers shall be four (4) sided structures a maximum of six (6) feet high. Boundary Markers shall be limited to the project logo and a maximum of four (4) square feet each side.
- 10.5 Project Identification Signs:
- 5.1 At the north and south entrances to the development on Citrus Tower Boulevard and at the east entrance on John's Lake Road, either project identification signs or boundary markers may be provided. They shall be located at or near the project boundaries.
 - 5.2 A single faced wall display may be located on each side of the boulevard with a maximum copy area of thirty (32) square feet and a maximum height of eight (8) feet. The wall shall be placed in such a manner that a clear line of sight is maintained and does not create a hazard to public safety, health or welfare as determined by the City.
 - 5.3 In lieu of the single faced wall display on each side of the boulevard, the developer may elect to locate identification signs within medians of the entry boulevards. Such features shall consist of a double faced monument or wall with a maximum thirty-two (32) square feet of copy area per sign face. The structure shall be located a minimum of ten (10) feet from edge of pavement, provided that a clear line of sight is maintained, and the placement of these facilities does not

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otherwise create a hazard to public safety, health or welfare as determined by the City.

10.6 Village (Subdivision) Identification Signs:

- 6.1 Village Identification Signs shall be located at the entry ways to neighborhood villages within the Development.
- 6.2 A single faced wall display may be located on each side of the boulevard with a maximum copy area of thirty (32) square feet and a maximum height of eight (8) feet. The wall shall be placed in such a manner that a clear line of sight is maintained and does not create a hazard to public safety, health or welfare as determined by the City.
- 6.3 In lieu of the single faced wall display on each side of the boulevard, the developer may elect to locate identification signs within medians of the entry boulevards.
- 6.4 Such features shall consist of a double faced monument or wall with a maximum thirty-two (32) square feet of copy area per sign face. The structure shall be located a minimum of ten (10) feet from edge of pavement, provided that a clear line of sight is maintained, and the placement of these facilities does not otherwise create a hazard to public safety, health or welfare as determined by the City.

10.7 Gateway Markers:

- 7.1 Gateway Markers may be located at all four (4) corners of the intersection of Citrus Tower Boulevard and John's Lake Road. Boundary Markers shall be four (4) sided structures a maximum of six (6) feet high. Boundary Markers shall be limited to the project logo and a maximum of four (4) square feet each side.

10.8 Multi-Tenant Identification Signs:

- 8.1 Multi-Tenant Identification Signs shall be located along US Highway 27, Citrus Tower Boulevard, John's Lake Road and the uninterrupted parking drive within Parcel "K". Multi-Tenant Identification Signs shall be in conformance with the City of Clermont Land Development Regulations.
- 8.2 Multi-tenant Identification Signs located within Parcel "K" shall allow identification of tenants within any further subdivided parcel regardless of the location of the specific sign.

10.9 Single Tenant Identification Signs:

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- 9.1 All Single Tenant Identification Signs shall be monument signs and the overall size of the sign including sign face and base shall be limited to 100 sq. ft. The height and setback of Single Tenant Identification Signs shall be in conformance with the City of Clermont Land Development Regulations.

10.10 Minor Identification Signs:

- 10.1 Minor Identification Signs shall identify community amenities located within the development such as, but not limited to: parks, schools, and tot lots.
- 10.2 Minor Identification Signs shall be a double-faced pole, pylon, ground or wall sign and may be located at each common area or facility and shall have a maximum copy area of sixteen (16) square feet per sign face, a maximum height of eight (8) feet and a minimum setback of five (5) feet from property lines.

Section 11 – Public Safety

PUBLIC SAFETY COMMUNICATIONS AMPLIFICATION
(Bi-Directional Amplified Distributed Antenna System)

Except as otherwise provided, no person or organization shall maintain, own, erect or construct any building or structure or any part thereof or cause the same to be done which fails to support adequate radio coverage to public safety service workers, including but not limited to firefighters and police officers.

For the purposes of this section, adequate radio coverage shall be as determined by the city fire official. The frequency ranges which must be supported include frequencies in use and/or licensed to the fire, law enforcement and EMS providers for the City of Clermont. The building official and/or City of Clermont Fire Marshal may require tests as evidence of compliance to be made at no expense to this jurisdiction.

Buildings and structures over thirty-five (35) feet in height, buildings with below grade spaces or parking, buildings with any floor greater than 30,000 square feet and other buildings where required to provide adequate signal strength which cannot independently support the required level of radio communications coverage shall be equipped with any of the following in order to achieve the required adequate radio communications coverage: a radiating cable system or an internal multiple antenna system with FCC type-accepted signal booster amplifiers as needed.

If any part of the installed system or systems contains an electrically powered component, the system shall be capable of operating on an independent battery and/or generator system for a period of at least twelve (12) hours without external power input. Any battery system employed shall automatically recharge in the presence of an external power input. In the event that a signal booster is employed it shall be fully encased within a dust and water resistant case.

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For purposes of this section elevators may be excluded from the definition of “all parts of a building” or “any part thereof”. The requirements of this section may be waived by the City of Clermont fire official for buildings which do not have below grade spaces or parking in areas and circumstances where it is recognized that adequate radio communications coverage will be acceptable.

A certificate of occupancy may not be issued for any building or structure which fails to comply with this requirement.

Section 12 – Developer Commitments & Design Standards

The Developer has agreed to include specific commitments & design standards as part of this CUP, and is incorporated as Exhibit “D”. The City and developer recognize that the Code of Ordinances and specifically the Land Development Code requirements may prevail where applicable.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of July, 2010.

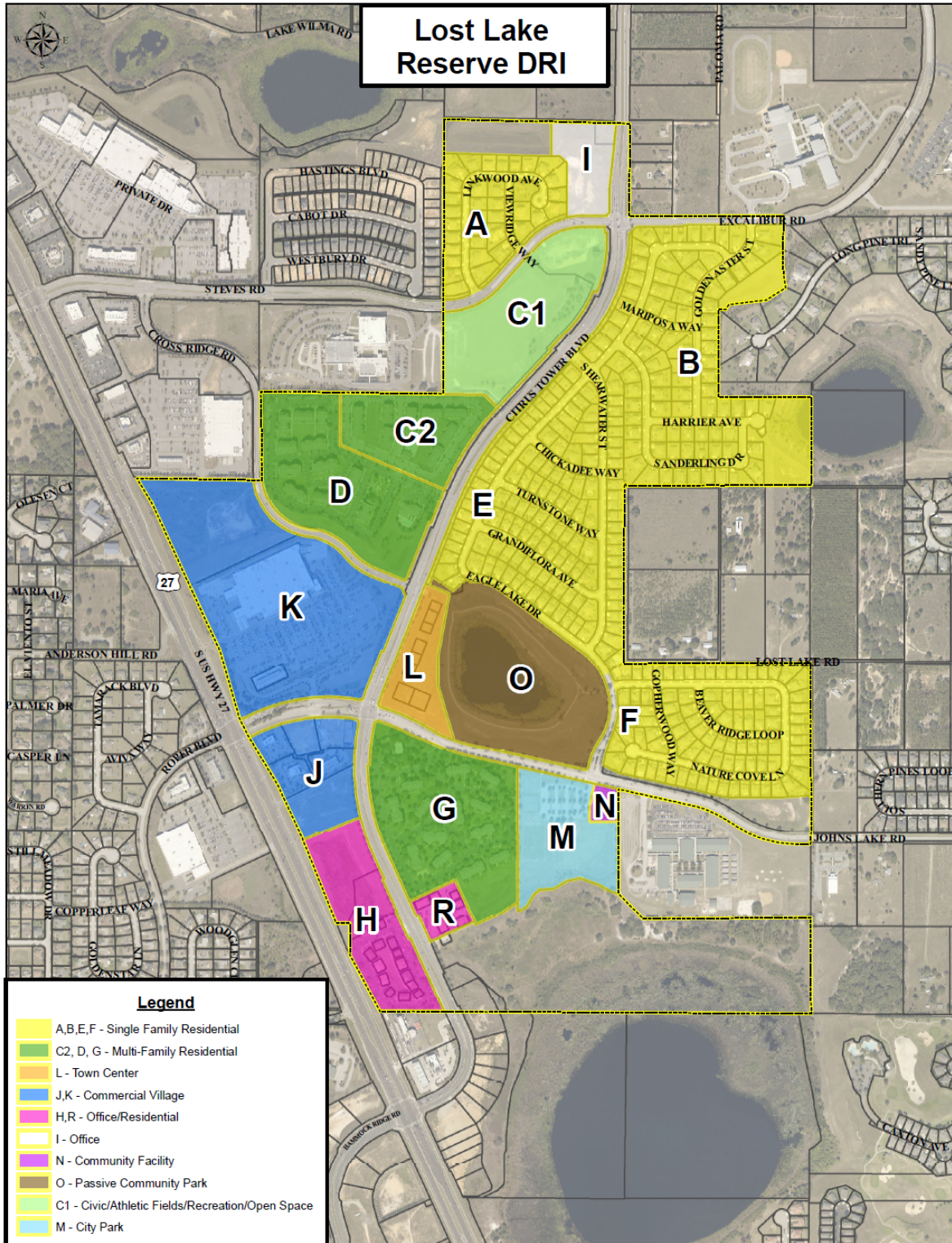
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

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EXHIBIT “A” Lost Lake Reserve – Master Plan



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**CITY OF CLERMONT
RESOLUTION NO. 2020-33R**

**EXHIBIT "B"
Parcel C1 and C2
Conceptual Site Plan**



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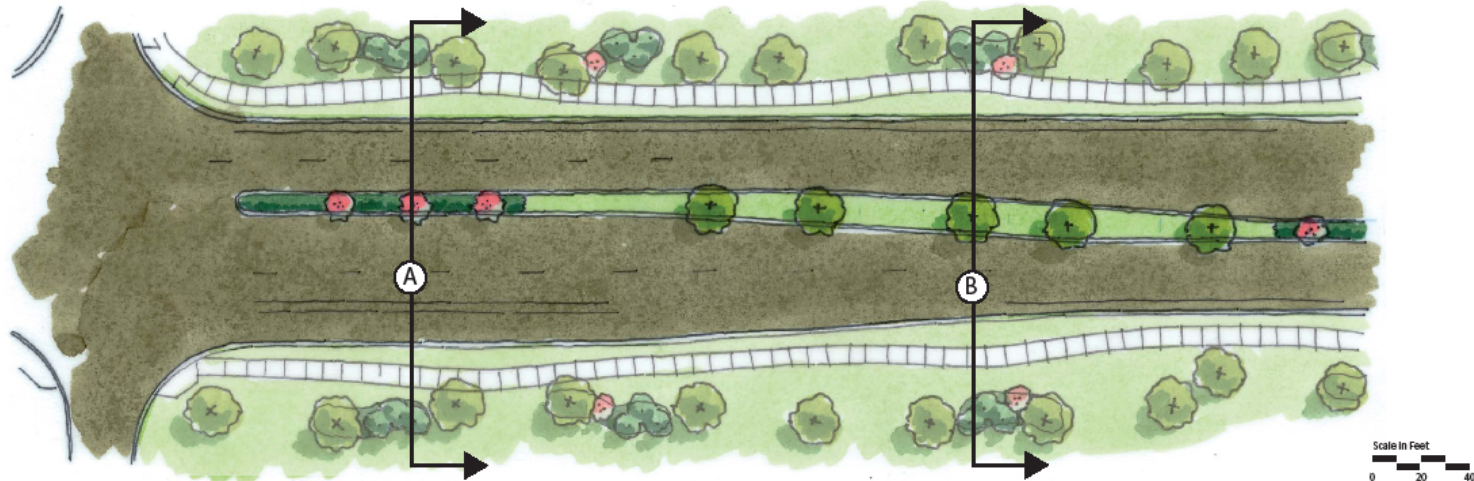


LOST LAKE RESERVE
PARCEL C-1 ILLUSTRATIVE RENDERING
06 March 2010



CITY OF CLERMONT
RESOLUTION NO. 2020-33R

EXHIBIT "C"
Citrus Tower Blvd. Landscape Median Plan
(from Steve's Road to John's Lake Road)



Design-

Median canopy trees are randomly spaced 40-60 feet on center to reinforce the informal design of the existing roadway plantings. Canopy trees are limited to areas where the median width equals or exceeds 12 feet. Narrow median sections and intersection nosings are planted with clusters of ornamental trees in shrub and groundcover beds.

Landscape Palette-

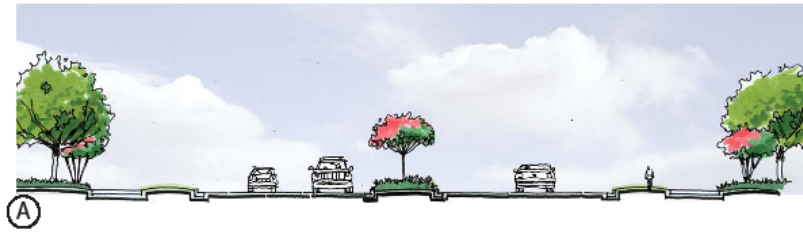
All species are taken from the plant palette of the existing roadway planting design. These plants are also selected based on their low irrigation and maintenance requirements

Trees-

- 65-gallon Live Oak
- 65-gallon Tuscarora Cape Myrtle in standard (single-trunked) form

Shrubs/Groundcover-

- Stokes Dwarf Yaupon Holly
- Blue Pacific Chinese Juniper
- Indian Hawthorn
- Gold Mound Lantana



Lost Lake Reserve- Citrus Tower Boulevard Median Design

October 21, 2009

GLATTING JACKSON KERCHER ANGLIN
landscape architecture

**CITY OF CLERMONT
RESOLUTION NO. 2010-01**

EXHIBIT “D”

Developer Commitments & Design Standards

Lost Lake Reserve - Parcels C-1 and C-2

3.11.10

Lost Lake Reserve has requested a CUP modification to allow:

1. Park/recreation/athletic field uses on the northern part of Parcel C (Parcel C-1), and
2. The ability to build 192 residential apartments on the remaining southern part of Parcel C (Parcel C-2).

The owners of the two parcels will each be required to present detailed site plans to the City for review and approval prior to moving forward with actual development.

Neither the Real Life Church/School nor Lost Lake Reserve, LLC are ready to proceed with development of either parcel at this time, but are interested in getting the zoning approvals necessary to accomplish the apartment and park plans. Due to concerns expressed by a few neighbors, and at the direction of the City Council, the owners have prepared detailed illustrative plans that further define the proposed use, met with neighbors again to review the plan and have established the following commitments and design standards, which they agree may be made part of the City’s CUP approval. The standards are represented in the attached illustrative plan, which should also be made part of the record to document the City’s final action.

Developer Commitments and Design Standards

Overall

The developer shall meet all City code requirements and the Lost Lake CUP conditions as approved and those conditions recommended in the City’s report prepared for the 2.9.10 City Council meeting, including, but not limited to:

1. Landscaping the median of Citrus Tower Boulevard from Steve’s Road to the south end of Lost Lake Reserve.
2. Providing funding for the signalization of Citrus Tower Boulevard and Steve’s Road intersection. If the signal is constructed prior to development of Parcel C, Lost Lake shall pay the City the amount to construct the signal, not to exceed \$200,000 to be utilized by the City to benefit the regional transportation network. The City shall assist Lost Lake in obtaining impact fee credits and applying the amount to the future proportionate share payment due for Phase II of the Lost Lake DRI.

Parcel C-1 – Park/Recreation/Athletic Fields

1. The Deed conveying the land to the Real Life Church / School shall:
 - a. Restrict the use of the parcel to allow only athletic fields, recreation, open space, parking uses and support facilities such as maintenance and restroom buildings.

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- b. Require parcel to be operated, managed and maintained by Real Life Church/School or their successors and assigns.
 - c. Prohibit sale or transfer of land to another party unless it is associated with the Real Life Church or another similar religious organization who will operate a church and school; ownership would instead revert to Lost Lake Reserve, LLC or the City of Clermont.
2. The CUP Zoning Conditions for Parcel C-1 shall include the following restrictions:
- a. Perimeter buffering will be handled working with existing grades to construct a 4-6 foot high landscaped berm along the perimeter facing Citrus Tower Boulevard and Steve's Road except for that portion near the intersection of Citrus Tower and Steve's that would be adjacent to the proposed stormwater retention area.
 - b. On-site drop-off areas and parking for the athletic fields will be provided.
 - c. Exterior lighting will meet City codes and will be designed by a lighting professional to provide proper fixtures, heights, direction and shielding. All athletic field lighting will be turned off at the time limits noted in "2.e." below.
 - d. Public address systems, if any, will be designed to direct the sound to the spectators and not toward adjacent residences.
 - e. Hours of operation for the athletic fields will be limited to 8AM to 9PM on Monday-Thursday, 8AM to 10PM on Friday and 9AM to 10PM on Saturday and 10AM to 9PM on Sunday. All athletic field lighting will be turned off at the time limits noted.
 - f. Vehicular access will be limited to an entry drive from the existing Church/School entry road on Steve's Road.
 - g. The athletic fields will be laid out and fenced as needed to prevent baseballs from being hit into adjacent roads. The entrance cut on Citrus Tower Blvd. across from Shearwater St. (entrance for the Reserve at Lost Lake) shall be removed.
 - h. In the event that the noise levels or lighting create a nuisance to the surrounding property owners, the City reserves the right to open the Conditional Use Permit for further review and additional conditions.

Parcel C-2 – Residential

- 1. The parcel will be limited to 192 residential units.
- 2. Uses will be limited to residential uses including apartments not to exceed 12 units per acre.
- 3. The primary access will be provided at the existing approved cut off road, which serves as the main entrance for The Vistas. Secondary access will be provided via The Vistas' circulation system with access out onto the Reverse Frontage road. No new direct access to Citrus Tower will be permitted.
- 4. The neighborhood will be served by private roads and will be gated.

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5. Exterior lighting will meet city codes and will be designed by a lighting professional to provide proper fixtures, heights, direction and shielding.
6. A wall similar to the wall on the east side of Citrus Tower will be constructed along the Citrus Tower frontage along with a security fence around the balance of the perimeter of the site.
7. Minimum setbacks from right-of-way of Citrus Tower Boulevard:
 - a. Parking: 50'
 - b. Buildings
 - i. One story: 50'
 - ii. Two stories: 100'
 - iii. Three stories: 150'
 - iv. Building will be staggered from 1-story to three stories as shown in the zoning plan.
8. Maximum building height: 35'; 3 stories.
9. Buildings will utilize a similar architectural theme and quality as the existing residential units at the Vistas at Lost Lake.

Note: City codes may prevail in any instance where applicable.

Exhibit - Location Map – Clermont Oncology

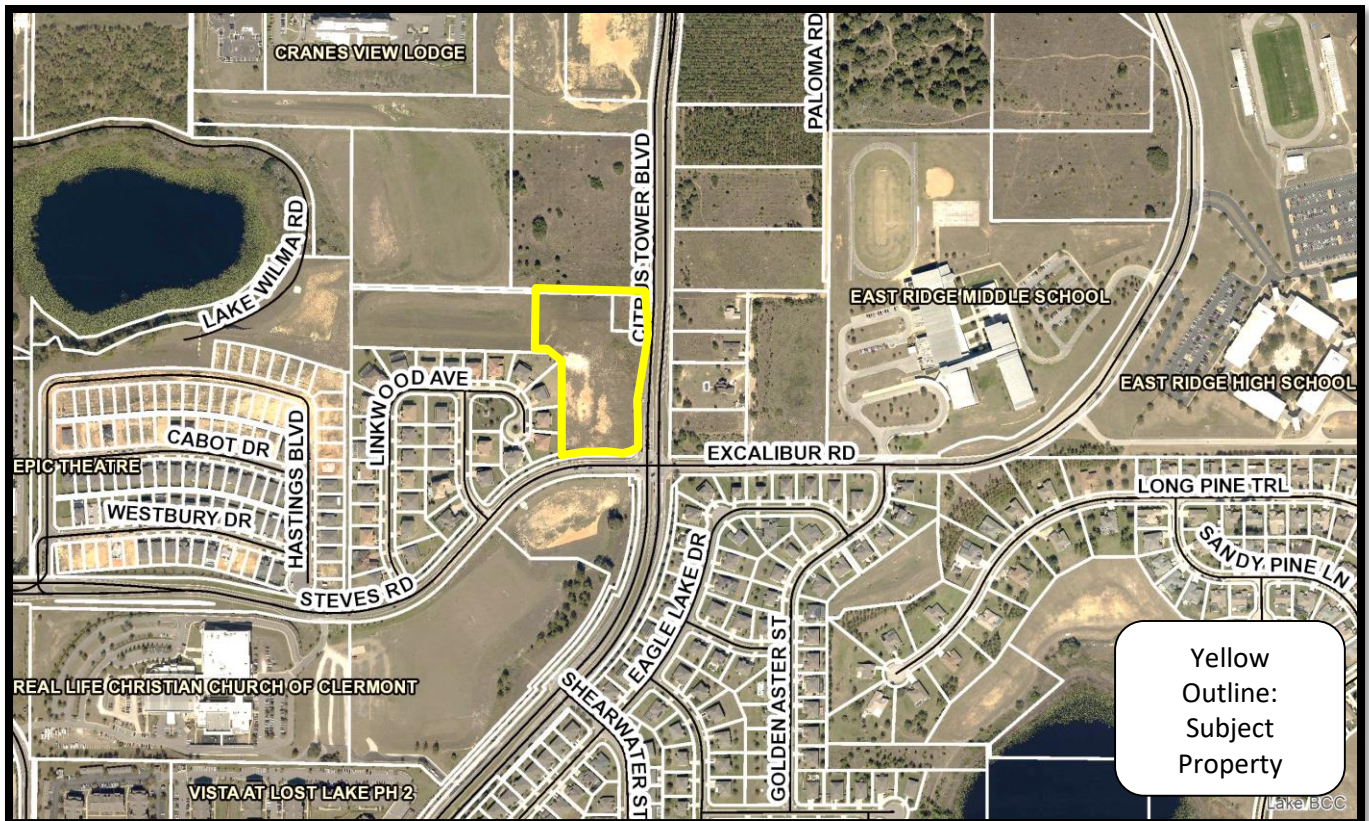
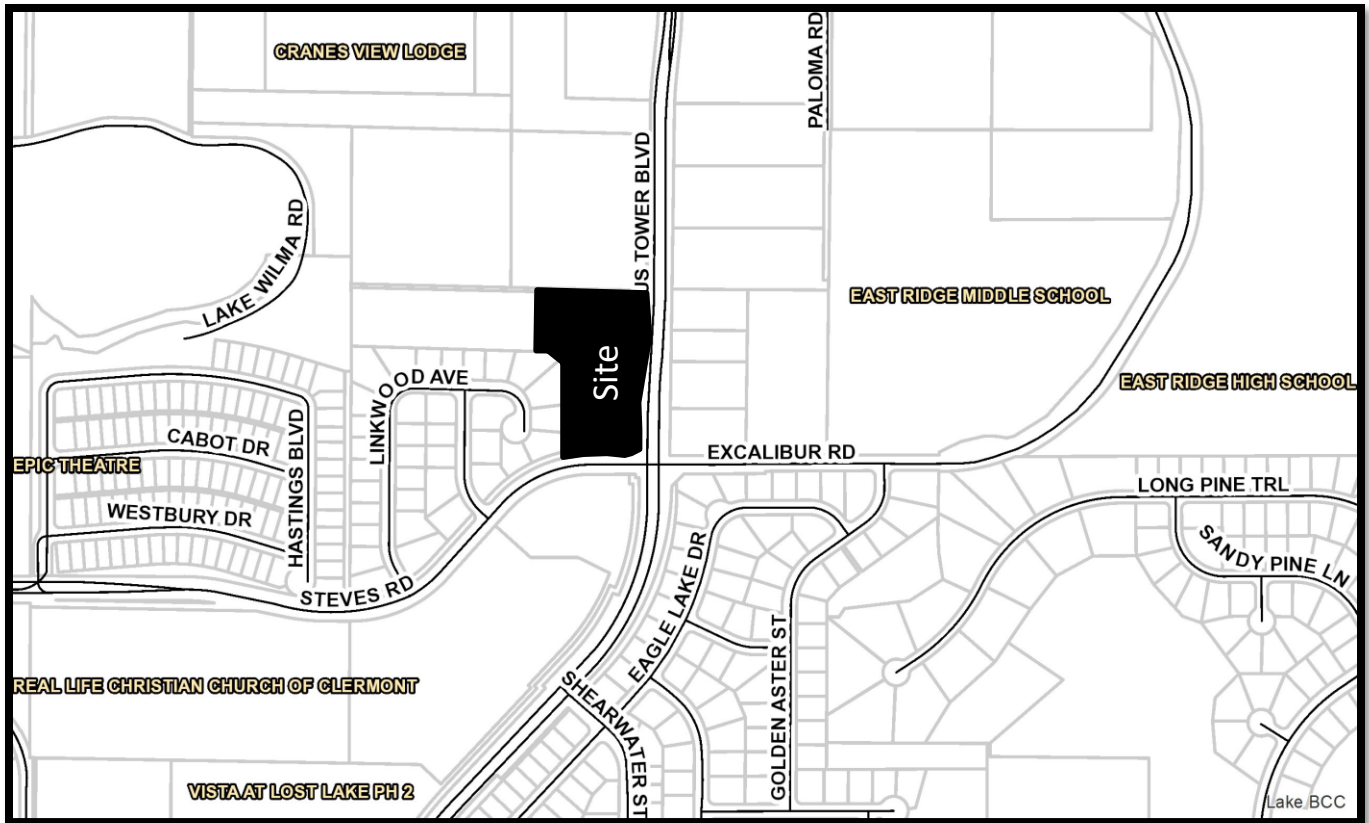
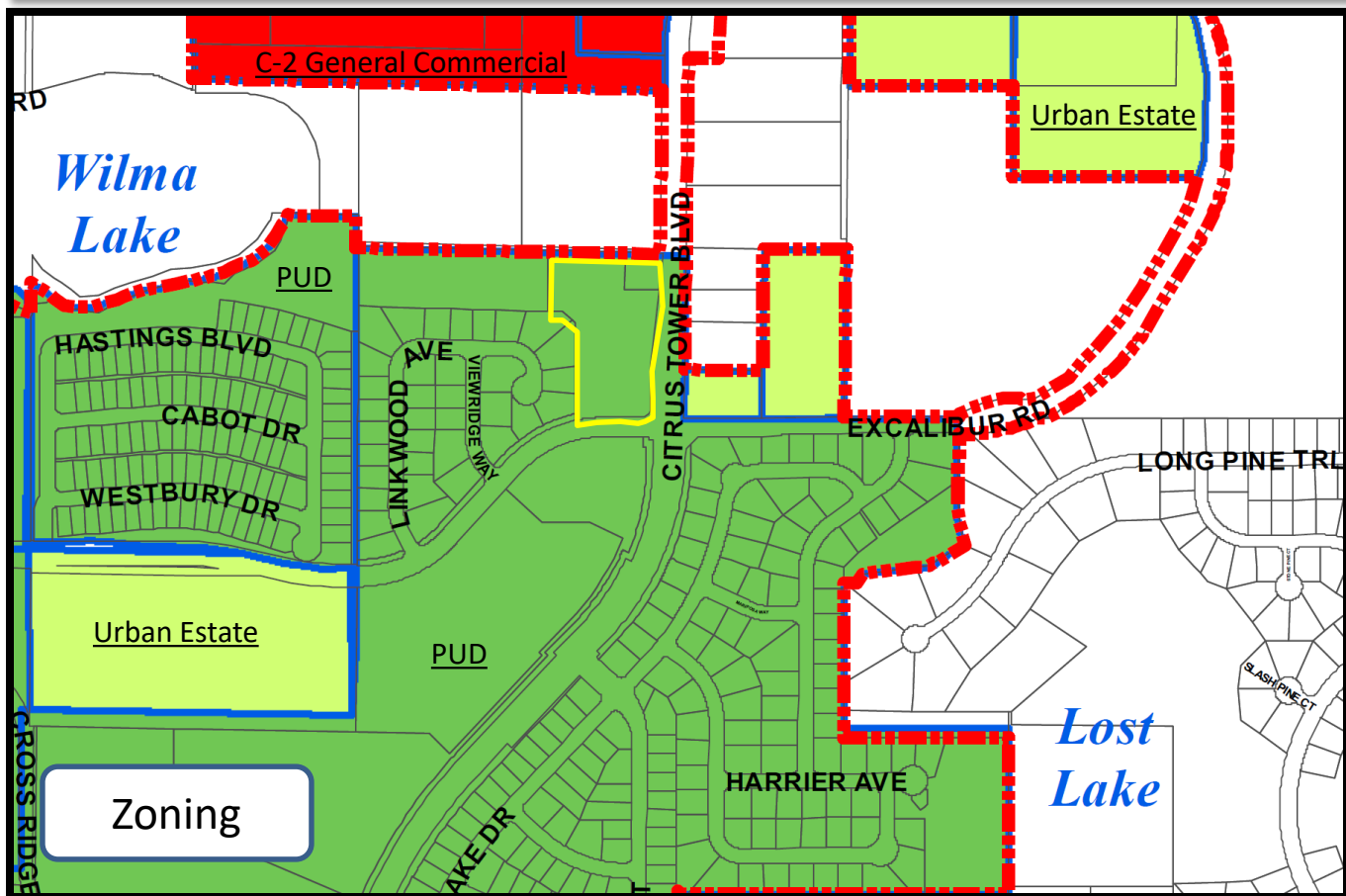
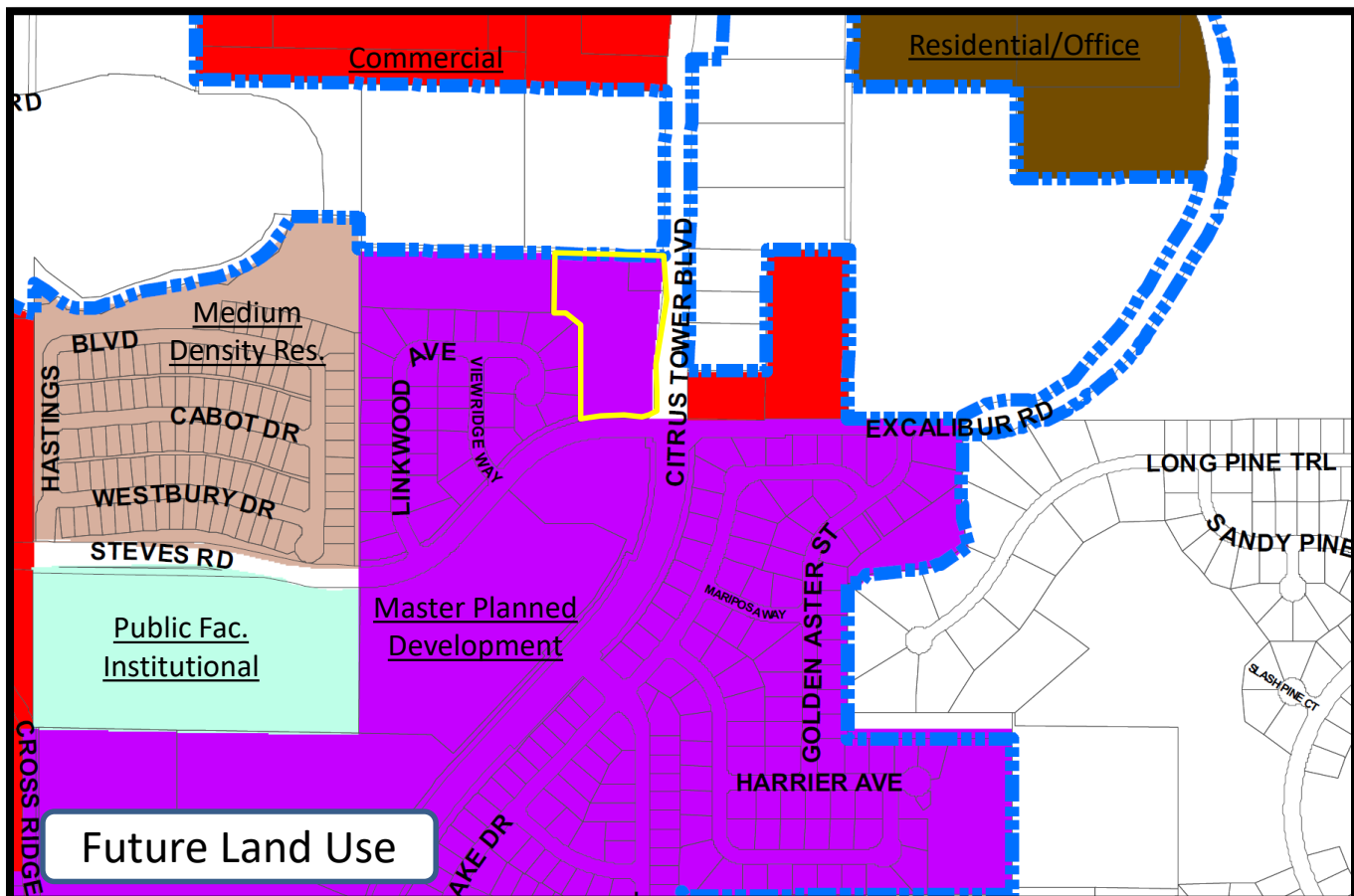


Exhibit – Future Land Use & Zoning Map – Clermont Oncology



SUMMARY / CONCLUSIONS

A Traffic Impact Study was performed for the proposed Clermont Oncology Medical Office site in Clermont, Florida. This study evaluates conditions at build-out of the development.

The site is located northwest of the intersection of Citrus Tower Boulevard and Steve's Road. Figure 2 shows the conceptual site plan with the two access points identified. The site is proposed to include two buildings totaling 35,532 Square Feet of Medical Office space. The site is estimated to generate 122 total P.M. Peak Hour two-way trips (net new trips) at build-out of the development.

No roadway segments within the study area are anticipated to exceed acceptable Levels of Service standards in the Existing + Growth (Background) conditions and are anticipated to continue to not exceed the standards upon the build-out of the project. Two major intersections within the study area are anticipated to exceed acceptable Levels of Service standards in the Existing + Growth (Background) conditions and are anticipated to continue to exceed the standards upon the build-out of the project.

No roadway segments or intersections in the study area are anticipated to achieve failing Level of Service standards due to the inclusion of project traffic. Two intersections, SR 50 at Citrus Tower Boulevard (Map Key **A**) and US 27 at Citrus Tower Boulevard (Map Key **F**), are anticipated to exceed LOS standards due to background traffic and would require improvements to achieve existing LOS levels.

MEMORANDUM

TO: John E. Kruse, AICP- Planning Manager
City of Clermont Development Services Department

FROM: J. Anthony Luke, PE

DATE: June 25, 2020

RE: Transportation Impact Study Methodology – Clermont Oncology Medical Office
(LTEC № 20-5001)

This memorandum summarizes the proposed methodology to be applied to the Traffic Impact Analysis (TIA) for the Clermont medical office development site in Clermont, Florida. This methodology has been prepared based on the City's and the Lake-Sumter MPO Traffic Impact Study Methodology and Guidelines (2017) for a Tier 2 traffic. The Project site location is shown in **Figure 1**, which also depicts the adjacent roadway network.

1. Proposed Development

The proposed Clermont Oncology Medical Office ±5.55-acre development site will be a development with two medical office buildings (MOB) with 17,766 square feet in each, for a total of 35,532 square feet. The site is located in the northwest quadrant of Citrus Tower Boulevard and Steve's Road intersection in southeast Clermont, Florida. Figure 2 shows a conceptual site plan layout. Project access is proposed at a proposed right-in/right-out driveway on southbound Citrus Tower Boulevard (north of Steve's Road), and a full access driveway on Steve's Road (west of Citrus Tower Boulevard). The property is currently undeveloped. Build-out of the plan is expected to be within two years (2022). The Clermont Oncology Medical Office Site is located within Parcel I of the Lost Lake Reserve DRI. While no DRI documents have been identified that support any trip entitlements for Parcel I, review of documents is continuing.

2. Trip Generation

The Clermont Oncology Medical Office (all 35,532 square feet of MOB) will be limited to care of patients through the study and treatment of tumors. Consequently, the proposed use is expected to generate fewer trips than a medical office providing general care and treatment for patients. The development applicant intends to locate his oncology practice at the proposed site. Trip generation data was collected by the operation staff of the existing oncology medical office. This data will be used to develop weekday daily

and peak hour trip generation rates.

The Medical/Dental Office Building trip generation rates from the 10th Edition of the ITE *Trip Generation Report* were also reviewed for application to the proposed development. Table 1 summarizes the estimated Daily, A.M. peak hour, and P.M. peak hour trip generation based on the ITE standards. Therefore, based on the 122 two-way P.M. peak hour traffic volume, a Tier 2 traffic study will be submitted.

TABLE 1
 Proposed Clermont Oncology Medical Office Site
 Estimated Trip Generation

<u>Weekday</u>	ITE Code ²	Size	Trip Generation Rates ¹									Trips Generated					
			Daily	A.M. Peak Hour			P.M. Peak Hour			Daily	A.M. Peak Hour			P.M. Peak Hour			
				Total	InB	OutB	Total	Enter	Exit		Total	InB	OutB	Total	Enter	Exit	
Land Use																	
Medical-Dental Office Building	720 E	35,532 1000 Sq Ft	35,954	2,502	1,952	0,550	3,447	0,965	2,482	1,278	89	69	20	122	34	88	

¹ - Trip Generation Rates from 10th Edition of ITE Trip Generation Report

² - E = Fitted Curve Equation

Since the oncology operations are expected to function with fewer patients per day than the offices reflected by the ITE Medical/Dental Office Building typical operations, specific trip generation characteristics for the existing oncology office were surveyed and reviewed. Trip generation data was collected by the operation staff of the existing oncology medical office. This data was used to develop weekday daily and peak hour trip generation rates. These rates were found to be less than half of the rates for the ITE Medical/Dental Office Building. As part of the methodology review, it is requested that the City consider the application of the surveyed oncology office trip characteristics rather than the ITE rates for the traffic analysis. If these alternative rates can be considered, a summary of the survey data and trip rate calculations can be submitted for review.

3. Trip Distribution/Assignment

Project trip distribution is based upon the Central Florida Regional Planning Model (CFRPM 6.1) 2025 model run. **Figure 3** has the model plot with the distribution percentages.

4. Study Area/Area of Influence

See **Figure 1** for the study area of influence half of the total trip length distance (purple circle) as well as the minimum one-mile radius study area (red circle). This is based on the medical office space total trip length distance of 7.69 miles divided by two (half the total trip length) for a 3.845-mile study area of influence. **Table 2** is a summary of the Project trips assignment on the roadways to determine the 5% study area of influence. As can be seen, the proposed Project is not 5% significant on any of the roadway segments within the one-mile impact area. Therefore, based upon the TIA guidelines, only the roadway listed below (within the one-mile radius highlighted in yellow) will be analyzed,

also shown in **Figure 4**:

- Citrus Tower Boulevard: Oakley Seaver Drive to SR 50
- Citrus Tower Boulevard: SR 50 to Hook Street
- Citrus Tower Boulevard: Hook Street to Johns Lake Road
- Citrus Tower Boulevard: Johns Lake Road to US 27
- Hook Street: US 27 to Oakley Seaver Drive
- Hook Street: Oakley Seaver Drive to Citrus Tower Boulevard
- Hook Street: Citrus Tower Boulevard to Hancock Road
- SR 50: US 27 to Citrus Tower Boulevard
- SR 50: Citrus Tower Boulevard to Hancock Road

Per the guidelines, only the following study intersections will be evaluated:

- SR 50 at Citrus Tower Boulevard (Signalized)
- Citrus Tower Boulevard at Steve's Road (Signalized)
- Citrus Tower Boulevard at Johns Lake Road (Signalized)
- US 27 at Steve's Road (Signalized)
- US 27 at Johns Lake Road (Signalized)
- US 27 at Citrus Tower Boulevard (Signalized)
- Citrus Tower Boulevard and Project Entrance (Future Stop Control)
- Citrus Tower Boulevard and Project Entrance (Future Stop Control)

5. Trip Impact Assessment

Assessments for the Existing (2020) condition and Project's build-out (2022) condition will be provided. Due to the effects of COVID-19 on travel, existing intersection traffic counts will be based upon available surrounding turning movement counts (TMC) from a prior traffic impact study for this site ("Citrus Tower Charter School") observed in May 2018. The TMC's will be factored up to an estimated normalized existing 2020 level using the below annual growth calculations.

Background traffic will be based upon a 2% annual growth calculation or a historic annual trend growth rate (whichever yields a higher background growth result). At a minimum, the annual growth rate shall be 2%. See **Table 3** for the background traffic calculation. Project traffic will be combined with background traffic to obtain total traffic flows.

A P.M. peak hour roadway segment analysis of all the study roadway listed in **Table 3** will be performed. Intersection analysis to be performed using Synchro 10 software applying the *6th Edition Highway Capacity Manual* intersection analysis procedures for the **P.M.** peak hour for all study intersections.

Analysis will include an assessment of the need for auxiliary turn lanes. An evaluation of alternative modes available within the study area will be included.

6. Traffic Report

The signed and sealed traffic report will summarize the study procedures, analyses and recommendations. All support documents will be included in the report.

Please review and let me know if you have any questions.

PROFESSIONAL ENGINEER ENDORSEMENT

I hereby certify that I am a registered engineer in the State of Florida, practicing with Luke Transportation Engineering Consultants, a corporation authorized to operate as an engineering business (#EB-0007429), by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and I have prepared or approved the evaluation, findings, opinions, conclusions, or technical advice hereby reported for:

PROJECT: Clermont Oncology Medical Office Site Traffic Impact Study
LOCATION: Citrus Tower Boulevard and Steve's Road, Clermont, Florida
CLIENT: Gupta Ventures, LLC

I acknowledge that the procedures and references used to develop the results contained in this report are standard to the professional practice of transportation engineering, as applied through professional judgment and experience.

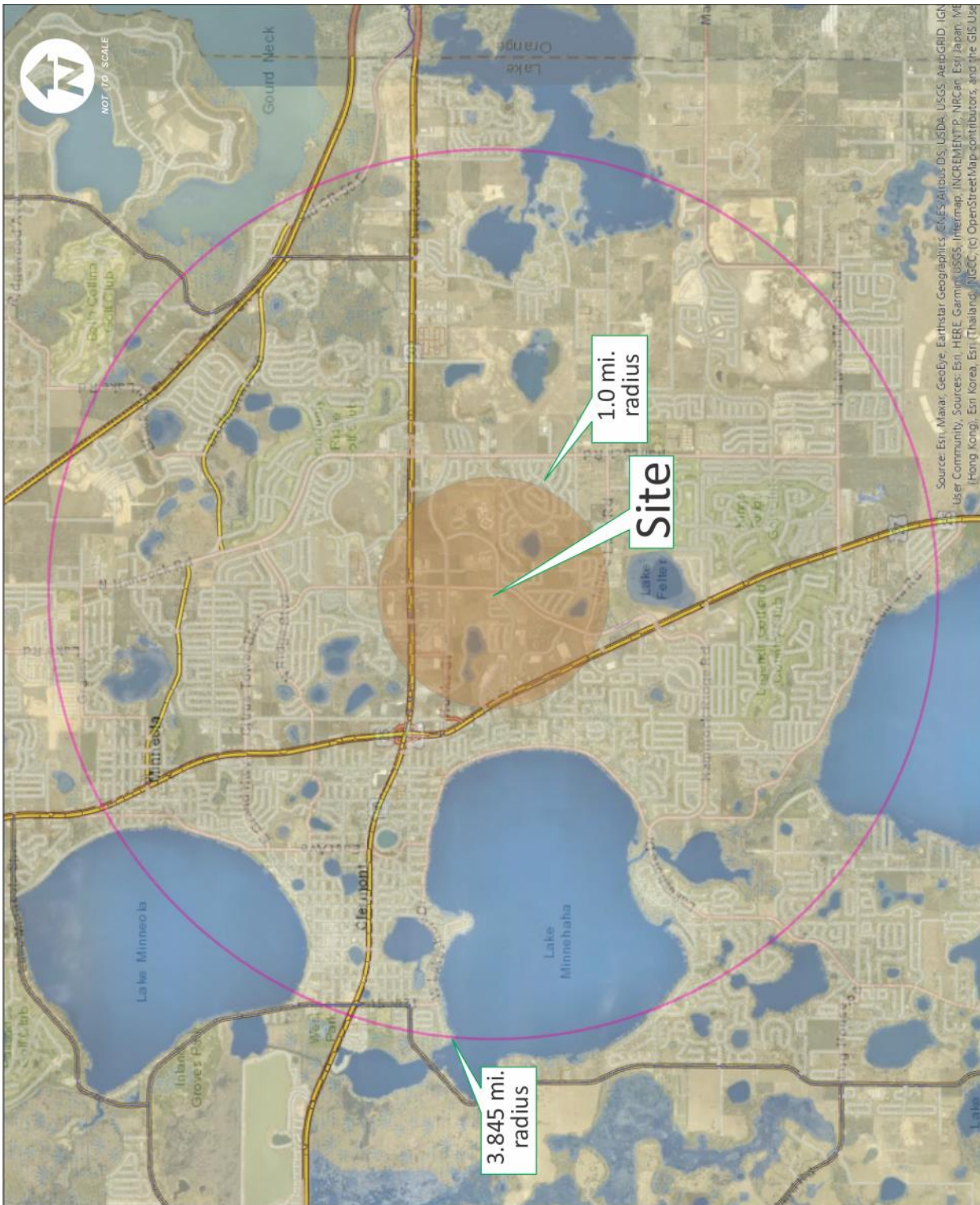
NAME: J. Anthony Luke, P.E.

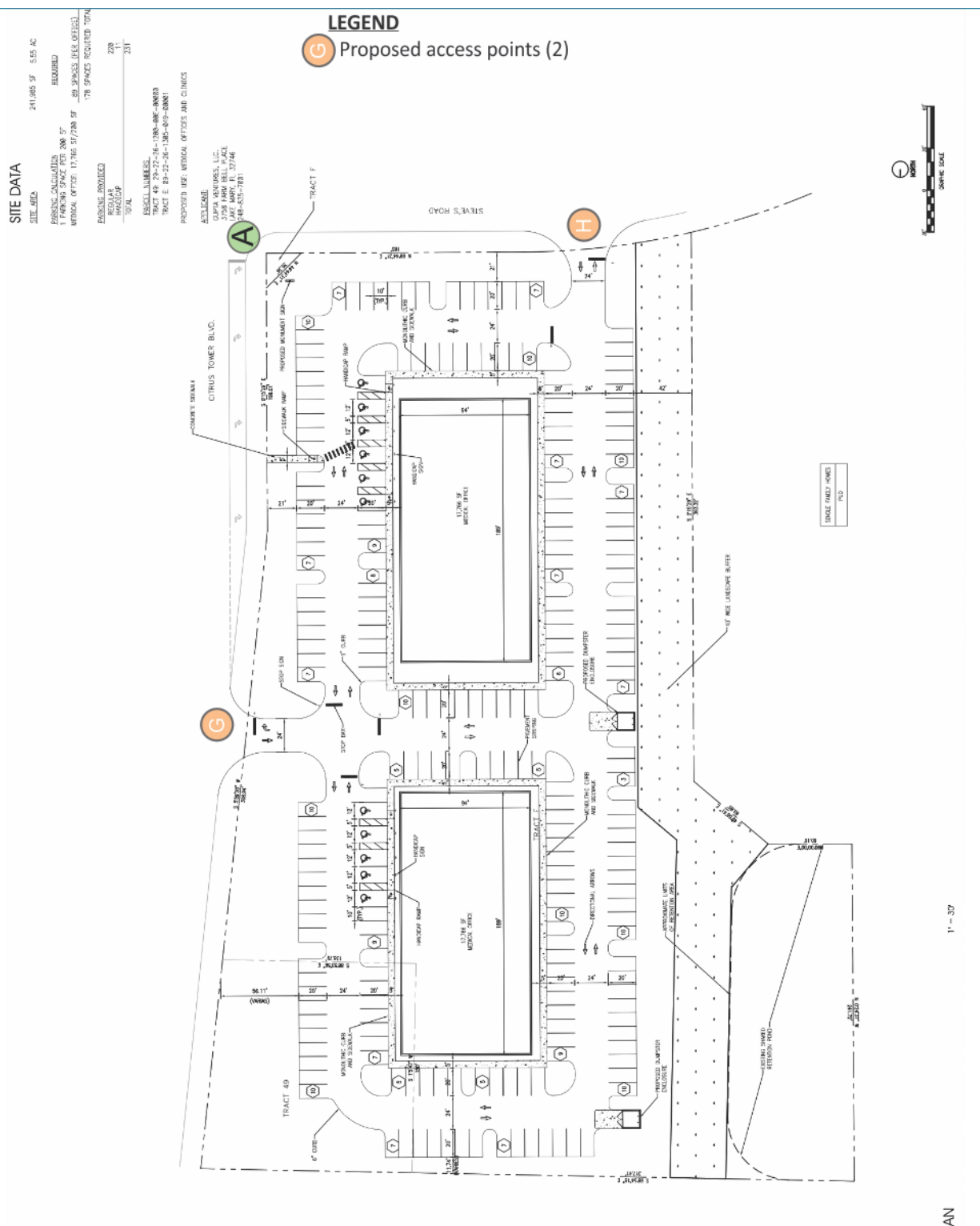
P.E. NO.: 42642

DATE: 25 June 20

SIGNATURE: J. Anthony Luke







Clermont Oncology Medical Office Site
Clermont, Lake County, Florida
Site Plan and Access Points

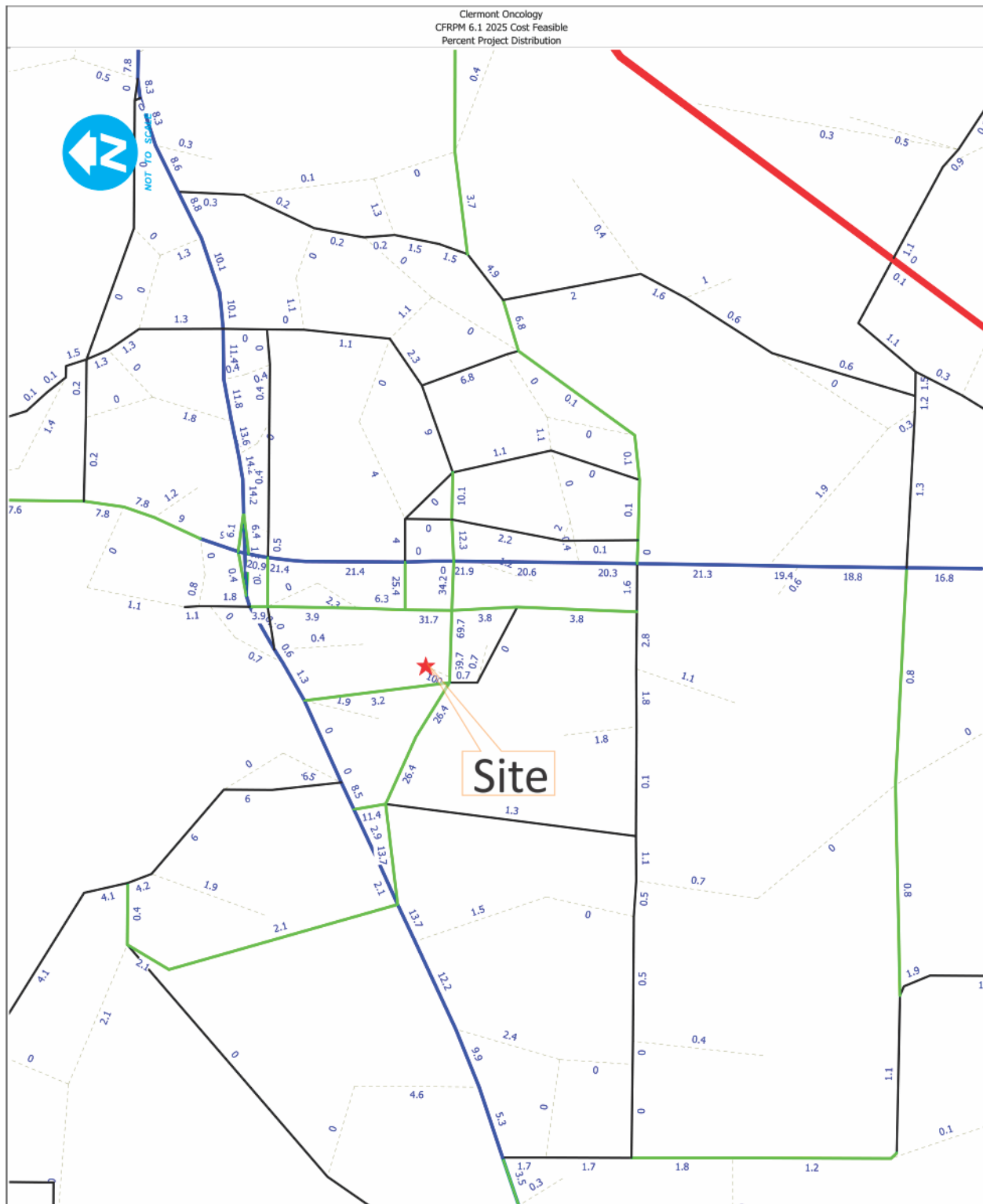


TABLE 2
Proposed Clermont Oncology Medical Office Site
Study Area Determination - Segments

Intersection	Existing Lanes ¹	SIS? ¹	Functional Class ¹	LOS Std ¹	Two-way Service Volume ¹	5% of Adopted LOS	Project Trip Distrib.	2-way Project Trips	Project % of LOS Standard	5% Sig?
Citrus Tower Bv: Us 27 To Oakley Seaver Dr † ‡	2	N	Major Collector	D	1,440	72	9.0%	11	0.8%	No
Citrus Tower Bv: Oakley Seaver Dr To Sr 50 †	4	N	Major Collector	D	3,222	161	12.3%	15	0.5%	No
Citrus Tower Bv: Sr 50 To Hook St †	4	N	Major Collector	D	3,222	161	34.2%	42	1.3%	No
Citrus Tower Bv: Hook St To [Site Entrance] • †	4	N	Major Collector	D	3,222	161	69.7%	85	2.6%	No
Citrus Tower Bv: [Site Entrance] To [Steve's Rd/Excalibur Rd] • †	4	N	Major Collector	D	3,222	161	30.3%	37	1.1%	No
Citrus Tower Bv: {Steve's Rd/Excalibur Rd} To Johns Lake Rd †	4	N	Major Collector	D	3,222	161	69.7%	85	2.6%	No
Citrus Tower Bv: Johns Lake Rd To Us 27 †	4	N	Major Collector	D	3,222	161	26.4%	32	1.0%	No
N. Hancock Rd: N Ridge Bv To Sr 50 † ‡	4	N	Major Collector	D	3,222	161	0.1%	0	0.0%	No
S. Hancock Rd: Sr 50 To Hook St † ‡	4	N	Major Collector	D	3,222	161	1.6%	2	0.1%	No
S. Hancock Rd: Hook St To Johns Lake Rd † ‡	2	N	Major Collector	D	3,222	161	2.8%	3	0.1%	No
S. Hancock Rd: Johns Lake Rd To Hartwood Marsh Rd † ‡	2	N	Major Collector	D	3,222	161	1.1%	1	0.0%	No
Hook St: Us 27 To Oakley Seaver Dr †	4	N	Major Collector	D	3,222	161	6.3%	8	0.2%	No
Hook St: Oakley Seaver Dr To Citrus Tower Bv †	4	N	Major Collector	D	3,222	161	31.7%	39	1.2%	No
Hook St: Citrus Tower Bv To Hancock Rd †	4	N	Major Collector	D	3,222	161	3.8%	5	0.2%	No
Sr 50: Us 27 To Citrus Tower Bv †	6	N	Arterial 1	D	5,390	270	21.2%	26	0.5%	No
Sr 50: Citrus Tower Bv To Hancock Rd †	6	N	Arterial 1	D	5,390	270	21.9%	27	0.5%	No
Sr 50: Hancock Rd To Cr 455 † ‡	6	N	Arterial 1	D	5,390	270	21.3%	26	0.5%	No
Us 27/Sr 25: Grand Highway To Sr 50 † ‡	6	Y	Arterial 1	C	5,250	263	21.3%	26	0.5%	No
Us 27/Sr 25: Sr 50 To Johns Lake Rd †	6	Y	Arterial 1	C	5,250	263	21.3%	26	0.5%	No
Us 27/Sr 25: Johns Lake Rd To Hartwood Marsh Rd †	6	Y	Arterial 1	C	5,250	263	21.3%	26	0.5%	No
Johns Lake Rd: Us 27 To Hancock Rd †	2	N	Collector	D	3,222	161	0.7%	1	0.0%	No
Excalibur Rd: Hook St To Citrus Tower Bv †	2	N	Collector	D	3,222	161	0.7%	1	0.0%	No
Steves Rd: Us 27 To [Site Entrance] • †	2	N	Collector	D	3,222	161	3.2%	4	0.1%	No
Steves Rd: [Site Entrance] To Citrus Tower Bv • †	2	N	Collector	D	3,222	161	0.0%	0	0.0%	No

¹ - Source: Lake County TMS Segment Report (April 3, 2015)

• - Project accesses this roadway segment.

† - Project trips are not significant (less than 5% of maximum two-way service volume for the impacted roadway segment).

Segments without significant project trips do not contain the full analysis.

‡ - Segment is beyond 1.0 mile driving range from site. Only analyzed if project traffic is significant (5% of two-way capacity).

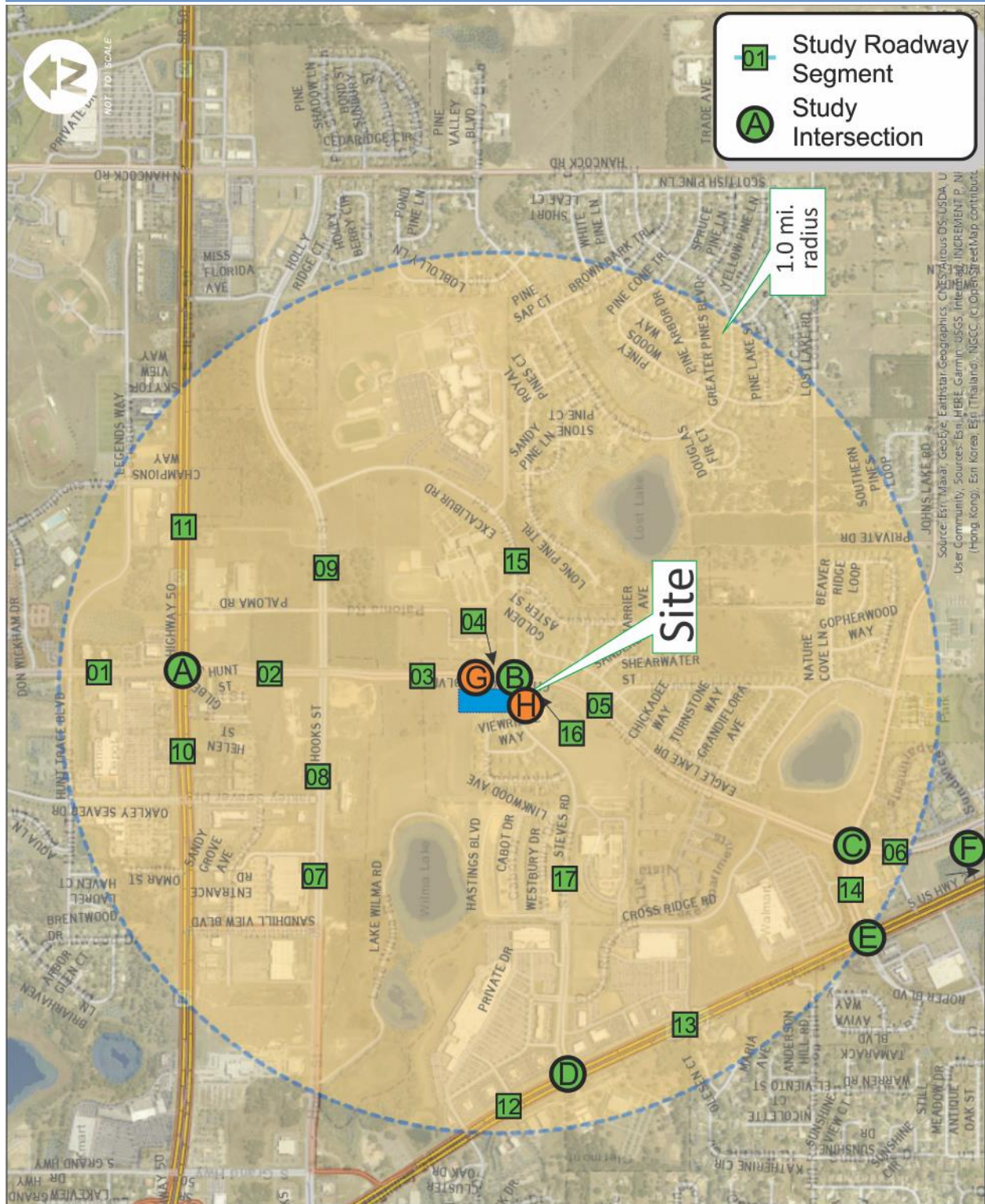
TABLE 3
Proposed Clermont Oncology Medical Office Site
Existing plus Growth PM Peak Hour Volumes (Using TMS Segment Report, Grown to 2022)

Map Key	Segment	Source ¹	Year	Annual		Growth % to Year 2022
				Historic Growth Rate		
				Observed	Min 2%	
01	Citrus Tower Bv: Oakley Seaver Dr To Sr 50 †	Lake	2019	-1.9%	2.0%	6.0%
02	Citrus Tower Bv: Sr 50 To Hook St †	Lake	2019	3.4%	3.4%	10.2%
03	Citrus Tower Bv: Hook St To [Site Entrance] • †	Lake	2019	3.3%	3.3%	9.9%
04	Citrus Tower Bv: [Site Entrance] To {Steve's Rd/Excallibur Rd} • †	Lake	2019	3.3%	3.3%	9.9%
05	Citrus Tower Bv: {Steve's Rd/Excallibur Rd} To Johns Lake Rd †	Lake	2019	3.3%	3.3%	9.9%
06	Citrus Tower Bv: Johns Lake Rd To Us 27 †	Lake	2019	2.9%	2.9%	8.7%
07	Hook St: Us 27 To Oakley Seaver Dr †	Lake	2019	6.0%	6.0%	18.0%
08	Hook St: Oakley Seaver Dr To Citrus Tower Bv †	Lake	2019	8.6%	8.6%	25.8%
09	Hook St: Citrus Tower Bv To Hancock Rd †	Lake	2019	4.3%	4.3%	12.9%
10	Sr 50: Us 27 To Citrus Tower Bv †	FDOT	2019	0.6%	2.0%	6.0%
11	Sr 50: Citrus Tower Bv To Hancock Rd †	FDOT	2019	0.6%	2.0%	6.0%
12	Us 27/Sr 25: Sr 50 To Johns Lake Rd †	FDOT	2019	0.6%	2.0%	6.0%
13	Us 27/Sr 25: Johns Lake Rd To Hardwood Marsh Rd †	FDOT	2019	0.4%	2.0%	6.0%
14	Johns Lake Rd: Us 27 To Hancock Rd †	Lake	2019	-3.3%	2.0%	6.0%
15	Excallibur Rd: Hook St To Citrus Tower Bv †	Lake	2019	6.0%	6.0%	18.0%
16	Steves Rd: Us 27 To [Site Entrance] • †	Lake	2019	-0.8%	2.0%	6.0%
17	Steves Rd: [Site Entrance] To Citrus Tower Bv • †	Lake	2019	-0.8%	2.0%	6.0%

¹ - Source: Lake County TMS Segment Report - 2014/15 Level of Service, Posted April 3, 2015

• = Project accesses this segment.

† - Project trips are not significant (less than 5% of maximum two-way service volume for the impacted roadway segment).





Cecelia Bonifay

Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, FL 32801-4904

D: 407 419 8540
T: 407 423 4000
F: 407 843 6610

Cecelia.Bonifay@akerman.com

June 1, 2020

Via Email jekruse@clermontfl.org

Mr. John Kruse, Planning Manager
City of Clermont
685 W. Montrose Street
Clermont, Florida 34711

Re: Rezoning Application – Clermont Oncology
Parcels: 29-22-26-1200-00E-00000, 09-22-26-1300-049-00001

Dear Mr. Kruse,

This law firm serves as the applicant processing the rezoning request for the above referenced Property. We have submitted this information in anticipation of meeting the June 1 deadline for processing.

Attached for your review please find a submittal package to include:

- Executed rezoning application
- Legal Description
- Proof of ownership via Property Record Card(s)
- Site Plan
- Fee of \$542.00 – submitted separately

If our rezoning submittal package is deficient in any respect, please contact me immediately. Should you need additional information, have questions, or would like to further discuss, please feel free to contact me.

Thank you for your assistance with this matter.

Respectfully,

AKERMAN LLP

Cecelia Bonifay

Cecelia Bonifay



CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month - on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application:

- ▶ Completed application. Include all signatures:
 - ◇ Applicant's signature (if different from owner of record)
 - ◇ Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application.
- ▶ Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- ▶ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- ▶ Fee: \$542.⁰⁰ plus the cost of the advertisement



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: May 29, 2020

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Lost Lake DRI Gupta Rezoning / Clermont Oncology

APPLICANT: Cecelia Bonifay, Akerman LLP

CONTACT PERSON: Cecelia Bonifay, Akerman LLP

Address: 420 S. Orange Avenue, Suite 1200

City: Orlando State: Florida Zip: 32801

Phone: 407-419-8540 Fax: 407-254-4230 E-

Mail: cecelia.bonifay@akerman.com

OWNER: LOST LAKE RESERVE, LC

Address: P.O. BOX 3737

City: LAKE WALES State: FLORIDA Zip: 33859

Phone: 863-679-6707 Fax: 863-679-6710

Address of Subject Property: 2130 Citrus Tower Boulevard, Clermont, Florida 34711

Legal Description (include copy of survey): Please see attached

Acreage: 5.04 Land Use: Master Planned Development
(City verification required)

Present Zoning: PUD / Institutional Proposed Zoning: PUD / Medical Office
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

We are proposing a new medical office park at the corner of Steve's Road and Citrus Tower Boulevard. The proposed development will consist of 2 separate buildings totaling approximately 36,000 square feet of floor area, with associated site improvements such as parking, utilities and landscaping. The two buildings will contain +/- 18,000 square feet each. In addition, a large landscape buffer is proposed adjacent to the residential development to the west to help buffer the project from residences.

Cecelia Bonifay, Akerman LLP
Applicant Name (print)

X *Cecelia Bonifay*
Applicant Name (signature)

Latimer T. Wilson
Owner Name (print) *President*

X *Latimer T. Wilson*
Owner Name (signature)

**City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542**

Legal Description

Parcel ID: 29-22-26-1200-00E-00000

LOST LAKE RESERVE TRACT A PB 57 PG 23-24 TRACT E |

Parcel ID: 09-22-26-1300-049-00001

CLERMONT, LAKE HIGHLANDS 29-22-26 THAT PART OF TRACT 49 |
DESCRIBED AS FOLLOWS: FROM E 1/4 COR OF SEC 29 RUN S 00DEG |
15MIN 29SEC E 1325.28 FT TO N LINE OF SE 1/4 OF SE 1/4, N |
88DEG 53MIN 59SEC W 85.02 FT FOR POB, CONT N 88DEG 53MIN |
59SEC W 151.62 FT, S 01DEG 06MIN 01SEC W 150 FT, S 88DEG |
53MIN 59SEC E 138.79 FT, N 05DEG 59MIN 23SEC E 150.55 FT TO |
POB PB 2 PG 25 |
ORB 5035 PG 2490 ORB 5221 PG 205 |

PROPERTY RECORD CARD

General Information

Owner Name:	LOST LAKE RESERVE LC	Alternate Key:	3846870
Mailing Address:	PO BOX 3737 LAKE WALES, FL 33589-3737 Update Mailing Address	Parcel Number: ⓘ	29-22-26-1200-00E-00000
		Millage Group and City:	000C (CLERMONT)
		2019 Total Certified Millage Rate:	17.9211
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	2130 CITRUS TOWER BLVD CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	SEVEN LAKES CHARTER SCHOOL Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	LOST LAKE RESERVE TRACT A PB 57 PG 23-24 TRACT E		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		5.04	AC	\$0.00	\$226,800.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..
There is no sales history information to display.
Click here to search for mortgages, liens, and other legal documents. ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2020 WORKING VALUES.
The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$226,800	\$213,444	\$213,444	5.07340	\$1,082.89
LAKE COUNTY MSTU AMBULANCE	\$226,800	\$213,444	\$213,444	0.46290	\$98.80
SCHOOL BOARD STATE	\$226,800	\$226,800	\$226,800	3.88500	\$881.12
SCHOOL BOARD LOCAL	\$226,800	\$226,800	\$226,800	2.99800	\$679.95
CITY OF CLERMONT	\$226,800	\$213,444	\$213,444	4.20610	\$897.77
ST JOHNS RIVER FL WATER					

PROPERTY RECORD CARD

General Information

Owner Name:	LOST LAKE RESERVE LC	Alternate Key:	3809307
Mailing Address:	PO BOX 3737 LAKE WALES, FL 33589-3737 Update Mailing Address	Parcel Number: ⓘ	09-22-26-1305-049-00001
		Millage Group and City:	000C (CLERMONT)
		2019 Total Certified Millage Rate:	17.9211
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	CITRUS TOWER BLVD CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	CLERMONT, LAKE HIGHLANDS 29-22-26 THAT PART OF TRACT 49 DESCRIBED AS FOLLOWS: FROM E 1/4 COR OF SEC 29 RUN S 00DEG 15MIN 29SEC E 1325.28 FT TO N LINE OF SE 1/4 OF SE 1/4, N 88DEG 53MIN 59SEC W 85.02 FT FOR POB, CONT N 88DEG 53MIN 59SEC W 151.62 FT, S 01DEG 06MIN 01SEC W 150 FT, S 88DEG 53MIN 59SEC E 138.79 FT, N 05DEG 59MIN 23SEC E 150.55 FT TO POB PB 2 PG 25 ORB 5035 PG 2490 ORB 5221 PG 205		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		0.5	AC	\$0.00	\$17,500.00
Click here for Zoning Info ⓘ				FEMA Flood Map				

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5221 / 205	12/12/2018	Quit Claim Deed	Unqualified	Vacant	\$100.00
5035 / 2490	9/26/2017	Quit Claim Deed	Unqualified	Vacant	\$100.00
2120 / 2103	1/18/2002	Warranty Deed	Unqualified	Vacant	\$0.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2020 WORKING VALUES.

Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10097182
Phone: (352) 241-7331
Date: 06/17/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a i	06/30/2020	07/21/2020	\$173.52

LEGAL NOTICE

City Clerk

Notice is hereby given that the City of Clermont will consider a request for an amendment to a Conditional Use Permit (2010-24), Lost Lake Reserve, to re-designate allowable uses for Parcel I within a Planned Unit Development.

Ad No: 10097182
June 30, 2020 &
July 21, 2020

LOCATION

Northwest of Citrus Tower Boulevard
and Steve's Road
(Alternate Key # 3809307 &
3846870)

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

The Planning & Zoning Commission will consider the request on Tuesday, July 7, 2020 at 6:30P.M., and

The City Council will consider the request at a public hearing on Tuesday, July 28, 2020 at 6:30P.M.

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

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC

Payment Info	
Ad Price	\$173.52
Tax	\$0.00
Sub Total	\$173.52
Prepaid Amount	\$0.00
Balance Due	\$173.52



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, July 28, 2020	
Agenda Item Name	
Variance Request <i>Clermont Yacht Club</i>	
Requested Action	
Recommend denial of variance request.	
Staff Report	
The applicant is requesting a variance to allow for elimination of the requirements for landscaping maintenance of a four (4) acre vacant parcel as required by the Land Development Code, Section 118-35. The vacant parcel is part of the Clermont Yacht Club Development, and must be maintained by the Association. The City Council approved on November 24, 1998 the Planned Unit Development (Resolution 1029) to allow 205 Multi-family units and 266 Condominium/Townhome units for the 33-acre parcel. The property is located on the northeastern corner of East Avenue and Grand Highway. The applicant indicated that due to the topography and steep incline of the vacant parcel, the maintenance has been very difficult and challenging.  The intent of the Land Development Code, Section 118-35 is to ensure property owners and tenants must maintain all landscaped areas to provide a healthy, neat, and orderly appearance and keep properties free from debris and trash. The applicant has indicated that due to the steep gradient of property, maintenance is very challenging. Although staff recognize the challenges some properties may present because of topography, other similar properties in the City have been able to provide maintenance and keep their properties in good and safe conditions. Staff finds; properties not properly maintained may negatively affect surrounding property owners and their standards of living with overgrown vegetation, which may be considered as undesirable and a nuisance to the community. Staff has reviewed the application as submitted in accordance with the provisions of City Code Section, 86-174 Review Criteria and Findings; which requires a positive finding in order to grant a variance. Staff finds the application	

does not meet a positive finding. Therefore, staff recommends denial of the variance request to the Land Development Code.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | New 86-174 Review Criteria-Clermont Yacht Club Variance | New 86-174 Review Criteria-Clermont Yacht Club Variance.pdf |
| 2. | Location Map | Location Map.pdf |
| 3. | Property Pictures | Property Pictures.pdf |
| 4. | Clermont Yacht Club APPLICATION | Clermont Yacht Club APPLICATION.pdf |
| 5. | CLERMONT YACHT CLUB VARIANCE AD | CLERMONT YACHT CLUB VARIANCE AD.pdf |

Clermont Yacht Club Maintenance - Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: *The steep gradient is beyond 200 feet from the residence. The newly planted Confederation Jasmine is intended to cover the existing vegetation. This will positively impact the standard of living of the citizens by preventing erosion that could eventually impact Grand Highway.*

Staff comments: *The variance request to allow the ability to stop the maintenance of the vacant parcel landscaping as required by the Land Development Regulations, Section 118-35; which requires all property owners and tenants to maintain in good condition a healthy, neat and orderly appearance of all landscaping and vegetation for subject property. The ability of not maintaining the parcel may negatively affect surrounding property owners and the standards of living for adjacent parcels with overgrown vegetation that may be considered as undesirable and a nuisance to surrounding properties.*

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: *Yes, the variance will allow a reasonable use of the property. Because of the steep incline being eventually covered with vines foliage, it is expected to deter children from continually climbing the gradient.*

Staff comments: *The requested variance will not allow reasonable use of the property, because other property owners are required to maintain their properties and comply with the code. The purpose of the landscape code is to enhance aesthetic appearance and provide a visual enhancement to surrounding properties. The variance request to allow no maintenance for the property is inconsistent with the intent of the code and out of character with other properties in the area.*

Negative finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: *This exception should be granted because both the ground and street level is maintained according to the zoning ordinance and the gradient area vegetation is barely visible from any residence as it is obscured by the gradient itself.*

Staff comments: *The variance request is inconsistent with the provisions and intent of the code and may allow the ability for unsafe conditions. All property owners are required to maintain their property and to maintain safe and orderly conditions for the property.*

Negative finding

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

Applicant response: Granting the variance will enhance the beauty of the steep gradient, discourage children from playing and climbing the property and prevent injuries to both maintenance workers and children.

Staff comments: The variance request is not consistent with the comprehensive plan goals, objectives and policies for orderly and safe growth for the City.

Negative finding

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

Applicant response: The granting of the variance will far outweigh any other benefits found under existing criteria should the variance be denied.

Staff comments: The granting of this variance will not make reasonable use of the land, because it is the responsibility of any property owner or tenant to maintain their property and keep it safe, orderly and free from debris and refuse. Overgrown properties that are not maintained may be considered a nuisance and eyesore to surrounding properties. Staff understands that due to the topography of certain properties, maintenance may be a challenge; but all properties owners have a responsibility to maintain their properties and keep them safe and orderly.

Negative finding

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

LOCATION MAP



Property Pictures





**CITY OF CLERMONT
VARIANCE
Application**

DATE: June 1, 2020

FEE: _____

PROJECT NAME (if applicable): Clermont Yacht Club (Masthead, LLC)

APPLICANT: Masthead, LLC

CONTACT PERSON: Paul Svejda

Address: 535 Julie Lane

City: Winter Springs State: FL Zip: 32708

Phone: 407-715-8695 Fax: _____

E-Mail: miro.legal@gmail.com

OWNER: Masthead, LLC

Address: 535 Julie Lane

City: Winter Springs State: FL Zip: 32708

Phone: 407-715-8695 Fax: _____

Address of Subject Property: Masthead Blvd., Clermont, FL 34711

General Location: Southeast side of Masthead Blvd. when you enter the main entrance of Clermont Yacht Club. The 4 vacant acres immediately on the right side.

Legal Description (include copy of survey): Clermont Yacht Club Sub tract E PB 44 Pgs 44-46 ORB 2904 Pg 49 Lake County, FL

Land Use (City verification required): Vacant Commercial



Zoning (City verification required):

Vacant Commercial

CITY OF CLERMONT

VARIANCE

Application

Page 2

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

What are you proposing to do that would require a variance and why? Stop cutting vegetation on the side of the steep bank that abuts Grand Hwy. To prevent injuries to maintenance workers and provide erosion control.

How does the Code create a hardship? The steep bank is too difficult to maintain. Maintenance workers have fallen with minor injuries. Walking on the steep incline causes additional erosion issues.

**** The following justifications must be completed ****
for any variance requested:

Variance requested – subject and code section:

Sec. 86-174. Review criteria and findings.

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

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

The steep gradient is beyond 200 feet from any residence. The newly planted Confederate Jasmine is intended to cover the existing vegetation. This will positively impact the standard of living of the citizens by preventing erosion that could eventually compromise the stability of Grand Hwy. The addition of the Confederate Jasmine will exponentially increase the beauty of the steep gradient with its attractive foliage and sweet smelling flowers.



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

Yes, the variance will allow a reasonable use of the property. Because of the steep incline being eventually covered with the vine's foliage it is expected to deter children from continually climbing the gradient.

CITY OF CLERMONT

VARIANCE

Application

Page 3

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

This exception should be granted because both the ground or street level (Masthead Blvd.) is maintained according to zoning ordinance and the gradient top street level (Grand Hwy) is also compliant. The steep gradient area vegetation is barely visible from any residence as it is obscured by the gradient itself.

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

will enhance the beauty of the steep gradient, discourage children from playing and climbing the gradient and prevent possible injuries to both maintenance workers and children.

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

Yes, the granting of the variance will far outweigh any other benefits found under existing criteria should the variance be denied.



CITY OF CLERMONT
VARIANCE
Application
Page 4

Paul J. Svejda
Applicant Name (print)

X Paul J. Svejda
Applicant Name (signature)

NAUSHIK HODGA.
Owner Name (print)

X NAUSHIK HODGA.
Owner Name (signature)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

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

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape,



CITY OF CLERMONT
VARIANCE
Application
Page 4

Paul J. Svejda
Applicant Name (print)

X Paul J. Svejda
Applicant Name (signature)

Owner Name (print)

X _____
Owner Name (signature)

******* NOTICE *******

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Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10097663
Phone: (352) 241-7331
Date: 07/16/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the Clermont City Council will con	07/21/2020	07/21/2020	\$107.24

LEGAL NOTICE July 21, 2020

Notice is hereby given that the Clermont City Council will consider a request for the following variance: (1) to allow the ability to stop the required maintenance of a vacant parcel landscaping and vegetation instead of the requirements for the Land Development Code, Section 118-35, at the following location:

LOCATION:

Vacant parcel located at adjacent to
East Grand Highway
Clermont Yacht Club
(Alternate Key #3798475)

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

This request will be heard by the City Council at a public hearing on Tuesday, July 28, 2020 at 6:30 P.M. in the Clermont City Hall, first floor Council Chambers, located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd, MMC
City Clerk

Ad No: 10097663

Payment Info	
Ad Price	\$107.24
Tax	\$0.00
Sub Total	\$107.24
Prepaid Amount	\$0.00
Balance Due	\$107.24



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 28, 2020		
Agenda Item Name		
Fiscal Year 2021 Proposed Ad Valorem Millage Rate		
Requested Action		
Recommend to approve Proposed Fiscal Year 2021 Ad Valorem Millage Rate of 4.2061		
Staff Report		
Pursuant to Florida Statutes, the City must inform the Lake County Property Appraiser by August 3rd of the proposed ad valorem millage rate for Fiscal Year 2021. The proposed millage rate will be included in the property notices mailed to all City residents by the Lake County Property Appraiser in August. The final millage rate for Fiscal Year 2021 will be approved by the City Council at a public hearing on September 17. The final millage may be lower than the proposed millage rate, but may not be higher. Based on the budget workshops held on July 21 and 22, staff is recommending a proposed millage rate of 4.2061, which represents an increase of 6.21% over the rolled back millage rate of 3.9601.		
Additional Analysis		
Fiscal Impact Summary		
The proposed millage rate of 4.2061 will generate an additional \$1,312,964 in ad valorem tax revenues in Fiscal Year 2021.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, July 28, 2020	
Agenda Item Name	
Ordinance No. 2020-05-Introduction <i>CarMax</i>	
Requested Action	
Recommend approval of Ordinance No. 2020-05	
Staff Report	
This administrative request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex was executed on August 13, 2019. Lake County has approved and granted development entitlements for the property, which will be receiving water and sewer services from the City. The property, approximately 19.8+/- acres, has been approved for an automobile dealership, CarMax. City Staff has reviewed the proposed development as part of the JPA Agreement. The City will accept this development as approved with Lake County.  The proposed rezoning is from Lake County Planned Unit Development (PUD) to Clermont Planned Unit Development (PUD), the related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. Staff recommends approval of the rezoning to Planned Unit Development (PUD) with the conditions contained in Ordinance No. 2020-05.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Final ORD 2020-05	Final ORD 2020-05.pdf
2.	Carmax Location Map	Carmax Location Map.pdf
3.	Zoning Map	Zoning Map.pdf
4.	ORDINANCE NO 2020-05-AD	ORDINANCE NO 2020-05-AD.pdf



CITY OF CLERMONT
ORDINANCE NO. 2020-05

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 SEVERABILITY, AN EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Tracts 51A, 52A, 61 and 62, of LAKEHIGHLANDS COMPANY SUBDIVISION OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 4, Page 11, of the Public Record of Lake County, Florida; LESS right of way on the West for State Road Number 455; together with Tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, at Page 52, of the Public Records of Lake County; LESS right of way on the West for State Road 455 and Less right of way on the South for State Road 50, in and for Lake County, Florida.

LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 26, 2002, IN OFFICIAL RECORDS BOOK 2231, PAGE 2257, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:

A portion of tracts 3, 4, 13 and 14 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, being described as follows:

Commence at the North Quarter corner of said Section 26 as a point of reference, said point being marked by a railroad spike in the centerline of pavement of County Road No. 455; thence run South 00 degrees 40 minutes 30 seconds West, along the West line of the Northeast Quarter of said Section 26, 244.02 feet; thence run South 89 degrees 34 minutes 59 seconds East, parallel with the North line of said Northeast Quarter, 33.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 34 minutes 59 seconds East, parallel with said North line, 700.01 feet; thence run South 00 degrees 40 minutes 30 seconds West, parallel with the aforesaid West line of the Northeast Quarter, 879.12 feet to the North right of way line of State Road No. 50 as shown on right of way Map Section 11070-2505; thence run North 88 degrees 54 minutes 49 seconds West, along said North right of way line, 718.02 feet to the East line of a 30 foot right of way as shown on the Plat of LAKE



CITY OF CLERMONT
ORDINANCE NO. 2020-05

HIGHLANDS COMPANY SUBDIVISION; thence run North 00 degrees 40 minutes 30 seconds East, along said East right line 261.64 feet to the East line of County Road No. 455 as current monument, said line being a curve concave to the Northwest; thence run Northeasterly along said curve having a central angle of 13 degrees 48 minutes 23 seconds, a radius of 623.00 feet, an arc length of 150.12 feet, a chord bearing of North 07 degrees 34 minutes 41 seconds East and a chord distance of 149.76 feet; thence run North 00 degrees 40 minutes 30 seconds East, continuing along said East line, 460.49 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING AS CONTAINED IN THAT CERTAIN

That portion of the following described Parcel lying within 50 feet east of the North-South Mid-Section line of Section 26, Township 22 South, Range 26 East, Lake County, Florida.

Tract 13 of LAKE HIGHLANDS COMPANY SUBDIVISION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, according to the Plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida, Less and except right of way for SR 50.

Site contains 19.8 +/- acres.

LOCATION:

Vacant parcel located east of CR 455 and North of State Road 50,
Adjacent to the East Town Center Publix Plaza
Alternate Key# 1453313

From: Lake County Planned Unit Development (PUD) District
To: Clermont Planned Unit Development (PUD) District

SECTION 2: 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. Formal construction plans incorporating all 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, any development orders and/or building 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 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.



CITY OF CLERMONT
ORDINANCE NO. 2020-05

4. This Ordinance will inure to the benefit of, and will constitute a covenant running with the land, and the terms, conditions, and provisions of this Ordinance will be binding upon the present Owners and any successor, and will be subject to every condition set out in this Ordinance.
5. Major changes as determined by the Site Review Committee may require an amendment to the Planned Unit Development (PUD).

SECTION 3: LAND USES AND DEVELOPMENT STANDARDS

1. The property may be used for an automobile dealership and shall be developed in substantial compliance with the Conceptual Site Plan submitted by DRMP with the Planned Unit Development (PUD) Master Development Plan. The property may also be developed as any permitted uses allowed in the C-2 General Commercial zoning district and according to City Standards.
2. Building Setbacks:

Front	50 feet from the property line
Side Setback	15 feet from the property line
Rear Setback	25 feet from the property line
2. All landscape buffers and screening must be in accordance with Clermont Land Development Regulations (LDR), as amended.
3. Commercial Buildings shall adhere to the Clermont Architectural Designs Standards. The property shall be developed according to the C-2 General Commercial zoning district in the Land Development Code, unless expressly stated above.
5. The Open Space, Impervious Surface Ratio, Floor Area Ratio, and Building Height shall be in accordance with the Clermont Comprehensive Plan and Land Development Regulations (LDR), as amended.
6. All off street parking requirements must be in accordance with Clermont Land Development Regulations, as amended.
7. Any fencing shall be decorative ornamental fencing.
8. Transportation Improvements must be in accordance with FDOT, the Comprehensive Plan, and Land Development Regulations.
9. All Transportation and Road Improvements required and approved with (Ordinance No. 2019-63, RZ-19-23-2, aka East Clermont Village PUD) for the development shall be coordinated with Lake County Public Works, FDOT and the City of Clermont.
10. All utilities for water and sewer connections must be in accordance to Clermont Standards and shall comply with all applicable City of Clermont, State, and Regional policies and regulations.



CITY OF CLERMONT
ORDINANCE NO. 2020-05

11. The stormwater management system shall be designed in accordance with all applicable City of Clermont and St. Johns Water Management District (SJWMD) standards and requirements. The additional stormwater drainage from the offsite road improvements shall be accommodated in the master stormwater management for the site.
12. External lightening is required and must comply with Clermont Land Development Regulations.
13. Signage must comply with Clermont Sign Code, Section 102-Signs.
14. The property owner shall comply with the Concurrency Management Sytem (CMS) and shall be subject to all concurrency requirements as set forth in the Clermont Codes of Ordinances.
15. The Developer will be responsible for developing the site and to comply with Federal Emergency Management (FEMA) regulations, Comprehensive Plan, and the Clermont Land Development Regulations.

SECTION 4: CONFLICT

All Ordinances or parts of this Ordinance in conflict herewith 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: PUBLICATION & AN 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.

Location Map





CITY OF CLERMONT
ORDINANCE NO. 2020-05

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this _____ day of July 2020.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

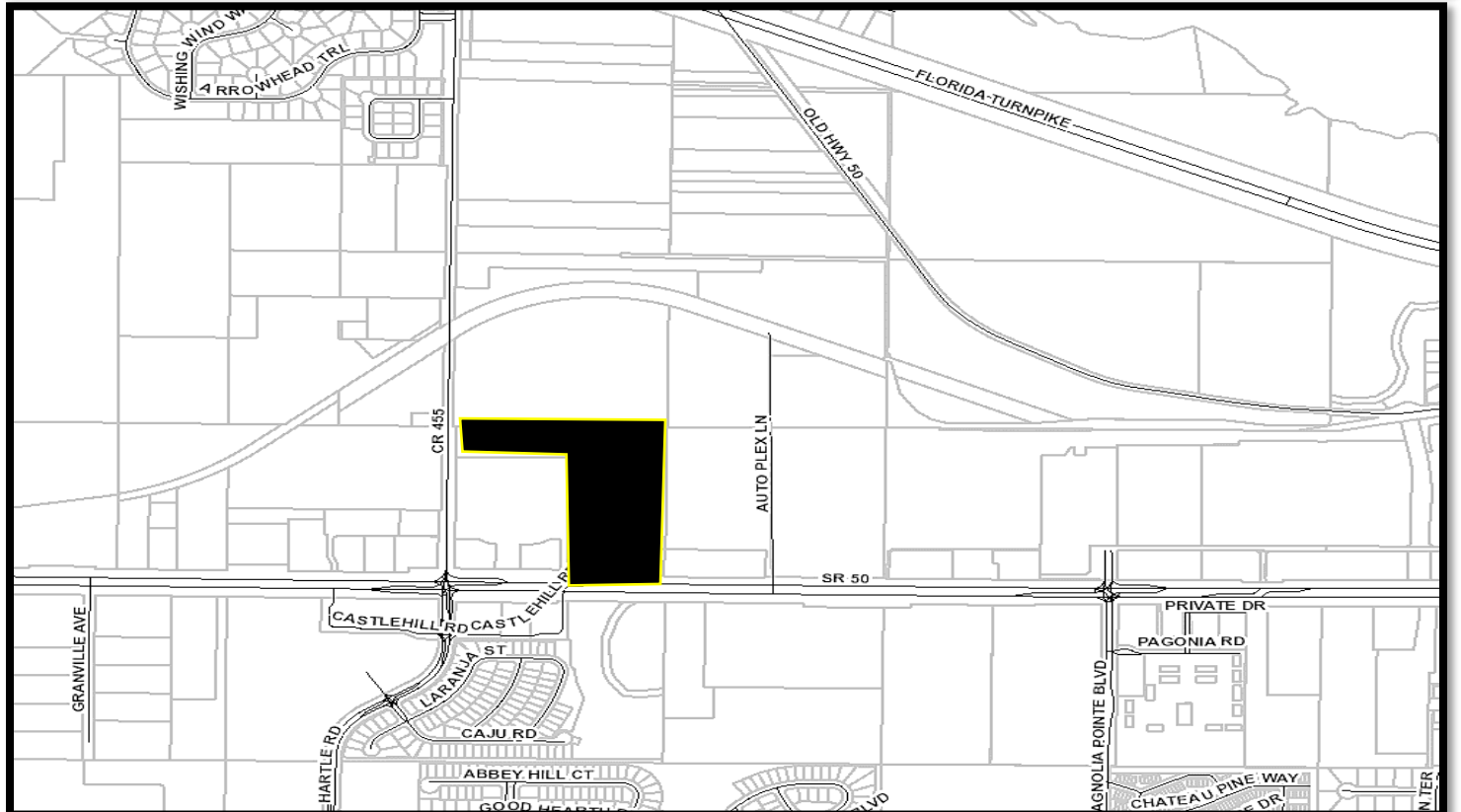
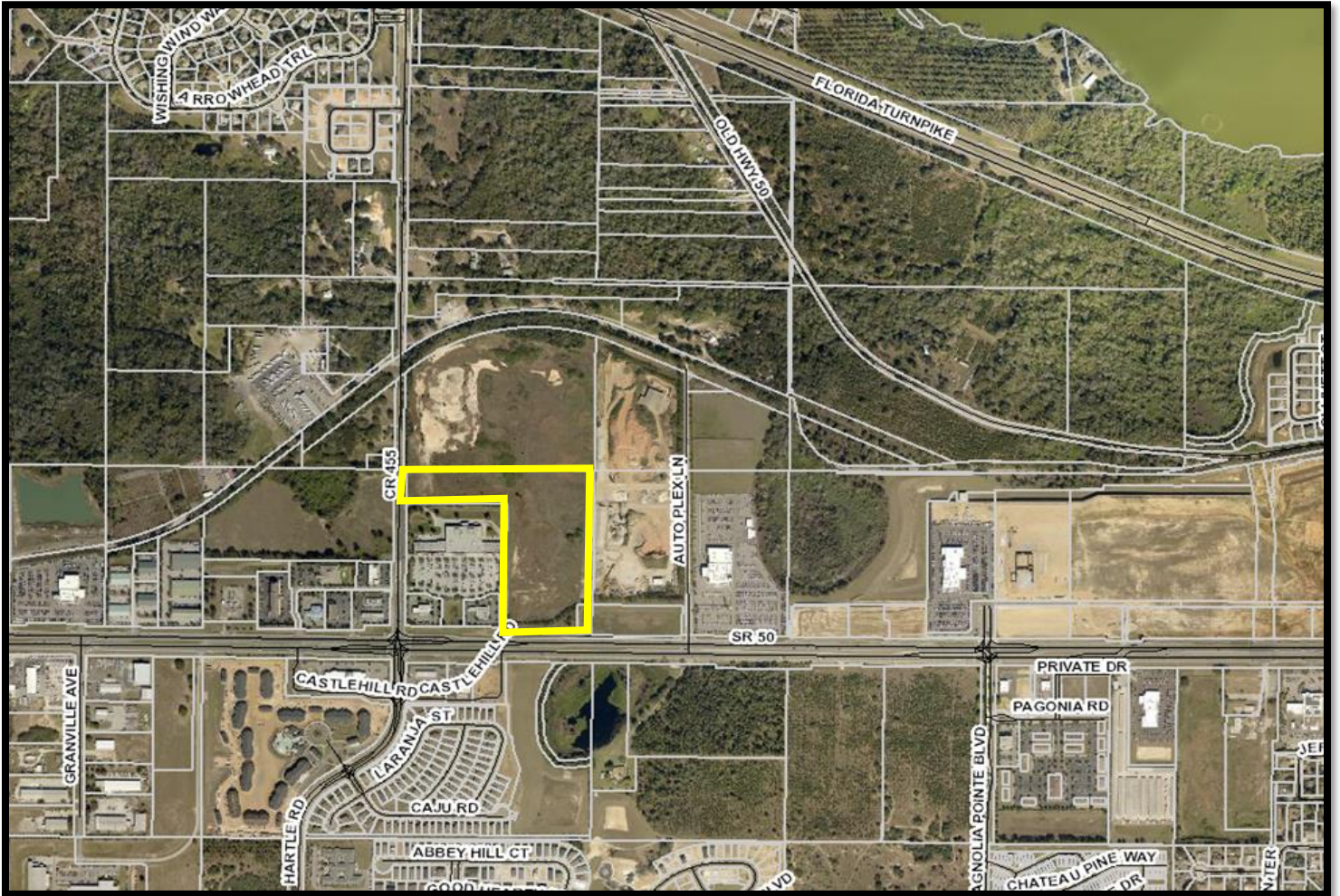
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



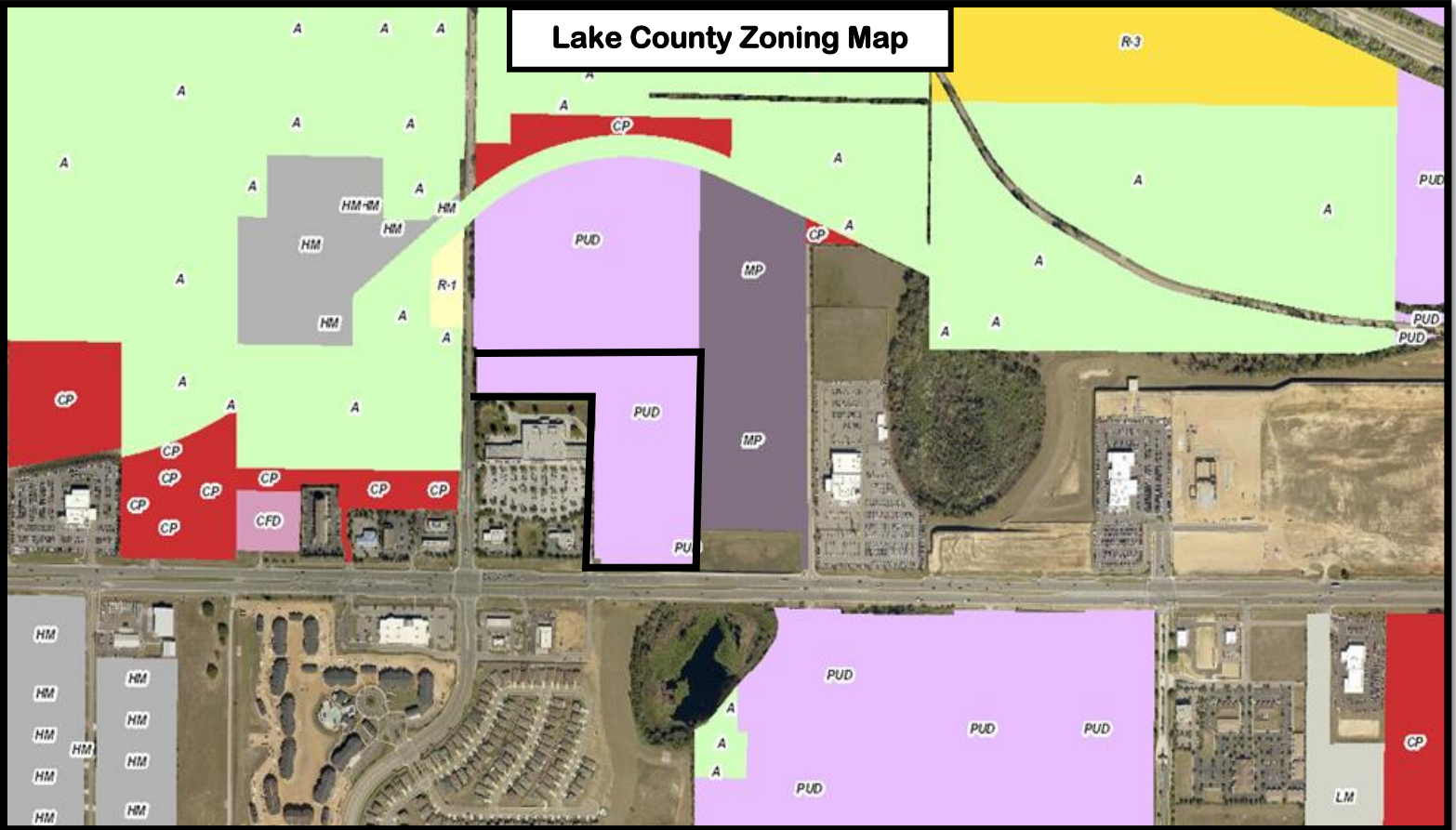
CITY OF CLERMONT
ORDINANCE NO. 2020-05

CARMAX LOCATION MAP

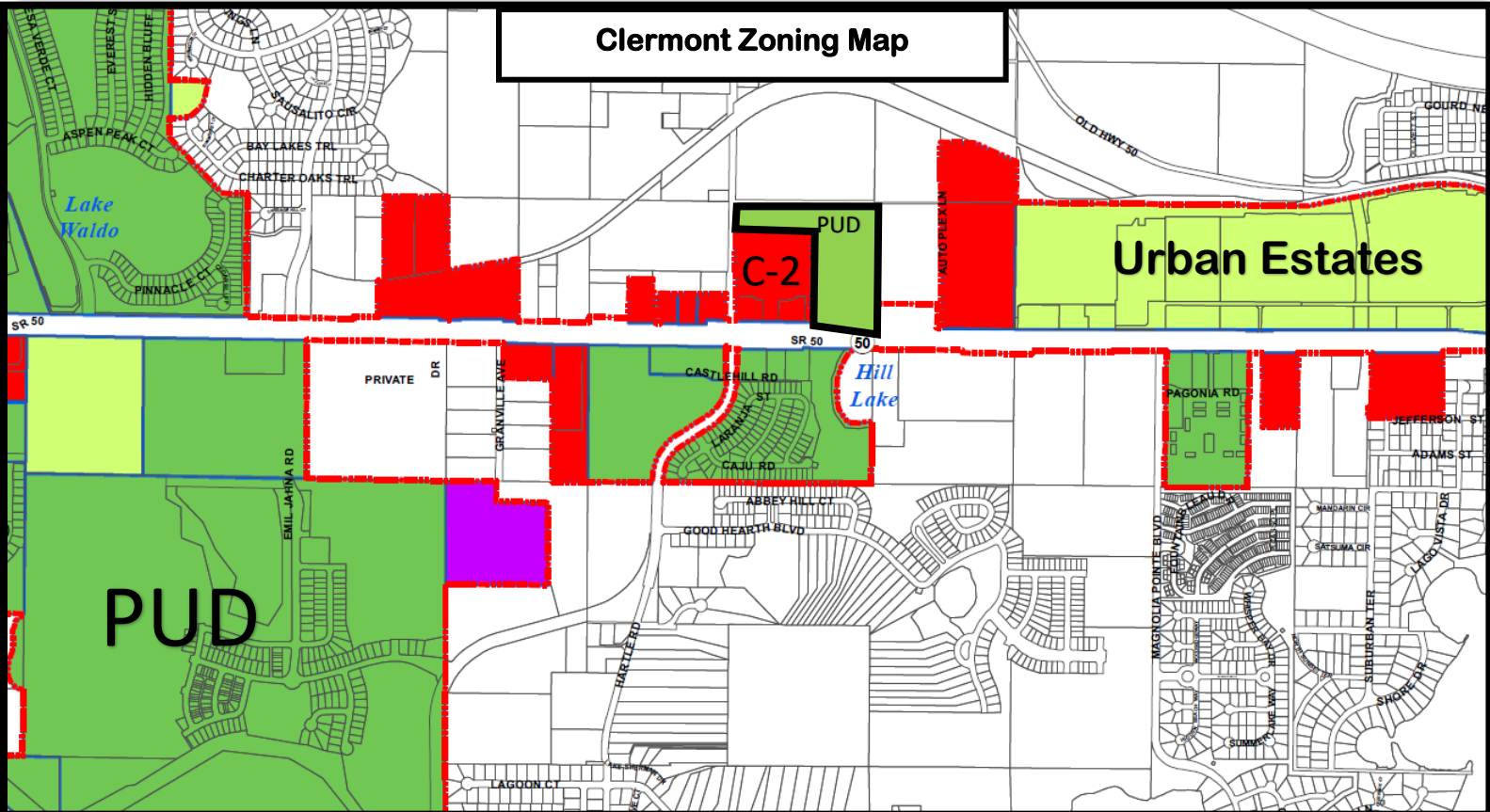


Zoning Maps

Lake County Zoning Map



Clermont Zoning Map



Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10097631
Phone: (352) 241-7331
Date: 07/14/20
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	07/20/2020	07/27/2020	\$526.84

LEGAL NOTICE

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

ORDINANCE NO. 2020-05

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 SEVERABILITY, CODIFICATION, AN EFFECTIVE DATE AND PUBLICATION.

LOCATION:

Vacant parcel located east CR 455 and north of SR 50,
Adjacent to the East Town Center
Publix Plaza
Alternate Key 1453313
19.8 +/- Acres

LEGAL DESCRIPTION

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00 degrees 40 minutes 30 seconds East, along said East right line 261.64 feet to the East line of County Road No. 455 as currently monumented, said line being a curve concave to the Northwest; thence run Northeasterly along said curve having a central angle of 13 degrees 48 minutes 23 seconds, a radius of 623.00 feet, an arc length of 150.12 feet, a chord bearing of North 07 degrees 34 minutes 41 seconds East and a chord distance of 149.76 feet; thence run North 00 degrees 40 minutes 30 seconds East, continuing along said East line, 460.49 feet to the POINT OF BEGINNING.

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From: Lake County Planned Unit Development (PUD)
To: Clermont Planned Unit Development (PUD)

The Planning & Zoning Commission will consider the request on Tuesday, August 4, 2020 at 6:30 P.M. and a public meeting to consider the request will be held before the City Council on Tuesday, August 11, 2020 at 6:30 P.M. for final enactment.

All meetings will be held at City Hall, first floor Council Chambers, located at 685 W. Montrose Street. This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that under State law, if you should decide to appeal a decision made with respect to this matter, you 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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10097631
July 20, 2020 &
July 27, 2020

Payment Info	
Ad Price	\$526.84
Tax	\$0.00
Sub Total	\$526.84
Prepaid Amount	\$0.00
Balance Due	\$526.84