

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, JUNE 28, 2021 5:30 PM**

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held June 14, 2021

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida

authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Team Fishel, Inc. to provide labor and equipment to the City of Leesburg Electric Department for the construction of two Leesburg Electric utility projects for an amount of \$1,527,435.00; and providing an effective date.

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to renew an existing Interlocal Agreement between the City of Leesburg and the City of Tavares, Florida for the provision of Automatic Aid for Fire and Rescue Services; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to enter into an Interlocal Agreement between the City of Leesburg and the City of Groveland, Florida for the provision of Automatic Aid for Fire and Rescue Services; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne FY 2021 Local Solicitation Grant from the U.S. Department of Justice (JAG) to supplement costs associated with the purchase of department equipment; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from WASA Holdings LLC., for the purpose of granting the City an easement over the property described therein; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida, granting to Lake Denham Ventures, LLC, an extension of two years, for a total of six years from the date of each agreement entered into by the developer for installation of infrastructure, to report connections to new electric meters in its development known as Lake Denham Estates, for purposes of determining if the developer is entitled to a credit per meter against the developer share of the difference in cost between overhead and underground service, or to apply to reduction of the amount of any bond placed with the City by the developer to secure its share of such costs; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment 2 to Cost-Share Agreement between St. Johns River Water Management District and City of Leesburg for the Turnpike Wastewater Facility Water Quality**

Improvement Project; and providing an effective date.

- 7. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 2 to Public Transportation Grant Agreement (PTGA) (Financial Project No. 446941-1-94-01) with the Florida Department of Transportation, to add construction funds to complete the US Customs & Border Protection Facility Rehabilitation project, at the Leesburg International Airport; and providing an effective date.**

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 221 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for commercial and residential development for a property generally located east of U.S. Highway 27 and south of Windsong Oak Drive, as legally described in Sections 25 and 36, Township 20 South, Range 24 East, and Sections 30 and 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Windmill)**

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, extending the expiration date set by Ordinance No. 00-29 and later extended to September 30, 2003, then extended again to September 30, 2006, and then extended again to September 30, 2009, then extended again to September 30, 2012, then extended again to September 30, 2015, extended again to September 30, 2018, then extended to September 30, 2020, then extended once more to September 30, 2021 for the participation by the City of Leesburg in the Municipal Service Taxing Unit established by Lake County to fund Ambulance and Emergency Medical Services; and providing an effective date.**
- 2. An ordinance of the City of Leesburg, Florida, vacating approximately 2.25 acres (98,010 square feet) of right of way, for a property generally located south of Dixie Avenue and east of Lake Street, as recorded in Plat Book 1, Page 69, Public Records of Lake County, Florida; and providing an effective date. (Venetian Isle #2)**

3. **An Ordinance of the City of Leesburg, Florida, vacating approximately 0.73 acres (34,970 square feet) of right of way, and retaining a utility and a public ingress and egress easement for a property generally located south of Dixie Avenue and east of Lake Street, as recorded in Plat Book 1, Page 69, Public Records of Lake County, Florida; and providing an effective date. (Venetian Isle #3)**

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida granting approval of a request for a Mural on the property of Leesburg Marketplace Shopping center, located on the southwest corner of U.S. Highway 441 and Perkins Street; and providing an effective date.**
2. **Appointment of Members to City Advisory Boards**
 - a. **Resolution of the City Commission of the City of Leesburg, Florida Appointing a Member to the General Employees Retirement Board of Trustees; and providing an effective date.**
 - b. **Resolution of the City Commission of the City of Leesburg, Florida Appointing Two Regular Members to the Planning Commission; and providing an effective date.**
 - c. **Resolution of the City Commission of the City of Leesburg, Florida appointing Regular Members to the Historic Preservation Board; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida relating to the provision of Fire Protection Services, Facilities and Programs in the City of Leesburg, Florida; Imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2021; Approving the Rate of Assessment; Approving the Assessment Roll; and providing an effective date.**
4. **Discussion Item on Rails to Trails Funding**

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

- A. **None**

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, JUNE 14, 2021 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting Monday, June 14, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner Jay Connell
Commissioner Dan Robuck
Commissioner Mike Pederson
Mayor John Christian

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

INVOCATION

Rev. Dr. Erika Jasper gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS

None

3. PRESENTATIONS

- A. Leesburg 12U Majors Baseball Team -
Won District Tournament to qualify for the Cal Ripken State Tournament in West Palm Beach over the July 4 weekend:**

**00 - Jayden Lane
1 - Caiden Wilcox
2 - Bryce Norflee
3 - Jaxon Sustarsic
4 - Corey Swetnam
5 - Terrell Wells**

7 - Noah Hepburn
9 - Tyson Rima
10 - Ryder Palsgrove
13 - Blake McClain
20 - Zander Haymond
51 - John Dunagan

Recreation Director (RD) Travis Rima stated tonight it was his pleasure to introduce the 12U Majors Baseball Team who won the District Championship in Belleview about a week and a half ago. They were here two years ago standing in front of this Commission saying that they have not done this in about thirty years. Now, if we could take Covid out of the mix from last year, because there were no tournaments; this group which ten of the twelve kids are returning kids, have now won this back to back. They have now done this twice in thirty years; twice with the same group of kids. They are a good group, they are very respectful, they have great sportsmanship, and they are a group of kids that the City can be proud of. They are now off to Palm Beach Gardens to take on the rest of the State of Florida. At this time he introduced all twelve team members, all were present, and each received a certificate of recognition for their achievements. He then introduced the coaches Jeff Sustarsic, Josh McClain and Corey Sweetman Sr. Coach Jeff Sustarsic was the only one in attendance to receive his certificate.

RD Rima said they are currently holding a fundraiser to send the kids to the state tournament in West Palm Beach, so if anyone is interested in donating towards this cause please let them know. They have had a couple people step up and donate already; CPH has donated and Red Apple Media cut a check. He also knows that they will be contacting the City Manager, asking him to open up his checkbook a little bit and if anyone else is interested please contact the Recreation Department.

Mayor Christian thanked the coaches, the kids, their parents and the Recreation Director for supporting our youth because it makes Leesburg look good and it is wonderful to see our baseball team win two years in a row. This just does something good for Leesburg and we need to support our youth. Whatever we can do as a City and as a community, he hopes we all can do our part.

B. Boys & Girls Club - Leesburg Branch Update
Tonya Porter Connelly

Tonya Porter Connelly, Leesburg Boys and Girls Club Branch, stated she was present to provide an update on what has been going on at the club. Today was the first day of summer and they have a total of forty-one children signed up for the summer program. Today, twenty-four came in and they are expecting to have a great time this summer. Our summer program theme is Heroes/Super Heroes and we are not just talking about the comic book heroes, we are talking about our local super heroes; mayors, fire fighters, police officers, and doctors. She brought with her one of the parents from the Leesburg Club to talk about their experiences at the Boys and Girls Club.

Renita Saucier stated she was born and raised right here in Leesburg and she was able to experience going to the Boys and Girls Club when she was younger. But as a mother, it has helped her out a lot due to having to work. In the middle of the pandemic it was hard for her and her daughter school wise, they started off trying to do virtual learning at home and that did not work very well. She is very active child so they had to put her back in school. She only has the one child so she does not have other kids to be around so she enjoys being at the Boys and Girls Club. She thanked Mrs. Porter Connelly so much for allowing her daughter to have a spot at the Boys and Girls Club because it has helped her grow a lot socially, she is very academically inclined and very smart. She actually made youth of the month last

month for the Boys and Girls Club and she really appreciates everyone that has been involved to make the Boys and Girls Club be available for her and other parents that need the extra care after school for the kids; especially during the summer because she has to work. **Kirsten**, her daughter said she really likes to do projects and make things along with playing games at the Boys and Girls Club. She says her friends at the Boys and Girls Club are nice, kind and she enjoys being with them. **Tonya Porter Connelly** says that what is so funny is that as the "youth of the month", they get chosen not only by the staff, but by their peers. Kirsten had to wait until she turned six years old to be able to come to the club, so on her birthday she got to attend the Boys and Girls Club and that was a big thing for her. Also, the thing that resonates for her is that she has that personality where she meets no strangers and so for her to be the first one to volunteer to come out tonight meant a lot and that is why she is here. She was the one out of all the eleven, twelve and thirteen year olds that volunteered to come tonight so we asked her mom if she would be able to come. She thanked Kirsten for coming out and letting everyone know about her experience at the Boys and Girls Club. Mrs. Porter Connelly then mentioned that she brought some books and left them on the table out front that talk about the Tales of Tenacity and Triumph of the club, highlighting some club members who share their stories. She thanked the Mayor and everyone involved for making it possible for them to not only have a Teen Center, but to have a place for the younger kids to attend that is safe. It is a place where our kids can grow and actually start their dreams and they can do whatever it is they want to grow to do.

C. Employee Service Award Recognition:

Five Years: Ricardo Snow, Public Works

Fifteen Years: Miles Carroll, Gas

Twenty-Five Years: Patrick Miller, Public Works

Human Resources Director, Melissa Arriaga stated she would like to take a moment to recognize a few employees and their milestones with the City.

Ricardo Snow as served the City and the Public Works Department for five years.

Miles Carroll has served the City for fifteen years in the Gas Department.

Patrick Miller, who has been with the City for twenty five years serving in the Public Works Department.

Mayor Christian congratulated all three employees.

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

Howard Fay, 904 Oak Drive, asked about sidewalks around Oak Drive because he would like to see some sort of process to get those sidewalks installed for the handicap and for the kids that go to school. There are very few sidewalks on that one street. **Mayor Christian** mentioned that the City Manager has been working on that. **City Manager (CM) Minner** gave a brief update, stating that Mr. Fay is in a difficult spot. About a year ago, the City applied for a pretty significant grant with FDOT in the upwards of about half a million dollars to put in sidewalks, pretty much in that whole corridor from Griffin Road down to 441, from Lee Road over to US-27 and that whole Beverly Shores Elementary School area. The difficult spot is that we have not yet heard a word on that grant, it is still pending, and hopefully we will receive it so we can get sidewalks installed on that corridor. The problem is our funds are slightly limited, we

generally budget around seventy five to a hundred grand a year for new sidewalks or sidewalk repairs, so if we were to go and stick that money into one section there on Oak Drive then it becomes insignificant because we would get a sidewalk that leads to nowhere. It really would not help the corridor and in return it would take away our ability to repair any other sidewalks. The City will continue to keep an eye on that grant and we will respond to Mr. Fay as much as we can and we know we also have some lighting issues and those types of things. **Mayor Christian** asked if we could put him at the top of that priority list. **CM Minner** answered absolutely.

Ned Bowers, Founder and President of Skybolt Aerospace Fasteners in Leesburg, stated that Skybolt was founded in 1982 and has been located at the Leesburg International Airport for over twenty years. They manufacture specialty fasteners for aviation and aerospace markets. The Department of Transportation publishes useful information on economic drivers for airports in Florida and our aviation district five is by far the highest economic engine in Florida. The data he has compiled says a lot as to where Leesburg is in the mix of local airports. **Mayor Christian** mentioned that this an agenda item under the Consent Agenda, item number 5.C.3 so that is where this will be specifically addressed. He asked Mr. Bowers if he wanted to continue his comments now or wait until we get to that specific item. **CM Minner** mentioned that he has a suspicion that item will be pulled to be discussed due to a conflict, so there will be an opportunity to speak on that when the matter comes up. **Mr. Bowers** asked if they would prefer that he speak when that item comes up. **Mayor Christian** said he would prefer him to wait so his comments do not get lost in the translation. It would be best to wait until we are talking about that specific topic.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

Items pulled for discussion: 5.C.3

5.C.3 = Lease Agreement with Leesburg Hangar, LLC located at the Leesburg International Airport, 8900 Airport Boulevard

Commissioner Pederson moved to adopt the Consent Agenda except for 5.C.3, and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Mayor Christian	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:
(Each item has its coordinating Resolution number listed below the header)

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held May 24, 2021

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 1 to Public Transportation Grant Agreement 444872-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of adding construction funds for the Leesburg International Airport Apron Rehabilitation Project; and providing an effective date.

Resolution 10,859

2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Landlord's Consent & Lease Assignment and a Landlord's Subordination & Consent, between the City of Leesburg, Skybolt Aeromotive Corporation, and Seacoast National Bank; and providing an effective date.

Resolution 10,860

4. Resolution of the City Commission of the City of Leesburg, Florida authorizing execution of the First Amendment to the City Manager's Employment Agreement with Alfred "Al" A. Minner, dated November 12, 2013; and providing an effective date.

Resolution 10,861

5. Resolution of the City Commission of the City of Leesburg, Florida, Authorizing and Directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board – Leesburg Schools - for the 2021-2022 school year starting in August 2021; and providing an effective date.

Resolution 10,862

3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement between Leesburg Hangar, LLC and the City of Leesburg, for property

**located at the Leesburg International Airport, 8900 Airport Boulevard;
and providing an effective date.**

ADOPTED RESOLUTION 10,863

Commissioner Pederson introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Burry made motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck pointed out that he is a member of the Leesburg Hangar, LLC so he has to abstain from this item.

Commissioner Pederson stated tonight he is not going to question staff or the Airport Advisory Board recommendation on the lease, but at some point he would like to discuss or at least lay the ground work for us to talk about expanding the Airport and providing more facilities. In this situation we have two companies that bid on it, they are two long standing companies who would like or need to expand. He knows we have a long waiting list and the last time he heard there was about thirty seven people waiting for hangars. We have the land, we are sitting on a lot of money, and he talked to the City Manager briefly about this last week. He knows we would like to tie that in with grant money, but he would like to get this out. We have a great Airport and he would like to take care of these two businesses who want to grow and take on more space to accommodate and continue to grow the airport. We are sitting on a lot of cash, it is not earning a lot of money, he does not want to deplete our cash, but he is also not afraid to spend some of it to leverage our airport to make it a better airport.

Ned Bowers, Skybolt, continuing his previous comments stated with the data compiled, Leesburg is in the mix of local airports and it clearly describes where we can be. Skybolt is a large contributor to the economic multiplier of the City of Leesburg for three reasons; higher paying jobs in the past twelve months, Skybolt created five new positions. The bulk of their revenue has come from a far to be dispersed into the economy here in Leesburg. Skybolt has caught Enterprise Florida who supported us at the Paris and Farm Bureau Air Shows and that enhanced their international presence. Space Florida has brought Leesburg into their fold and have approached us to provide funding opportunities for their growth in Leesburg and the State of Florida. He asked that they think about this, they have attracted their own source of funding tailored for their operations at the airport and that is unique to their involvement in the space industry. They would not fund their growth if not for their presence on a public funded airport or spaceport, and funding must now be on untitled new construction equipment. The space Florida investment begins at a million on airport property and we would need to budget another three million to build out and provide production capabilities; we aim to do that. This is the current business plan, but we need inner capacity to get there, which is why we are here. Just forty five days ago the airport advisory board voted 100% in our favor of the current building lease and commented on what a cool company we were and of their affiliation with high profile companies like Space X. Skybolt brings a lot of positive attention to Leesburg, throughout the world, aviation space and defense. He is proud to say they are the latest prime contractor on the the latest innovation fasteners that make up the loyal wingman technology and this is one of the hottest defense system devices in the world. They are very much a part of that because they are self sufficient from manufacturing to installation and the recent economic vents have allowed them to accelerate their reach. In 2012, Skybolt received the prestigious William C. Schwartz award for innovation and in 2017 they were recognized as a Top 20 Florida company to watch by Grow

Florida. In 2019, Skybolt was displayed at the Paris Airshow with the support of Enterprise Florida and in 2019 Skybolt was the Central Florida manufacturer of the year presented by MACF.

Before you is a recommendation for the AvMet airport property based on a sealed bid issued by the City. This building is adjacent to their current facility and it is about to lose three or four jobs, which they plan to replace in renovations, engineering, quality control, and production just for starters. The building was presented as a sealed bid offer, as a lease, or long term lease purchase, there was no weight assigned to either offer. The RFO mentioned nothing about a cash offer preference and their bid was based accordingly and if the RFO meaning was assumed to have another meaning they were not notified.

Skybolt had the highest bid based on the total revenue to the City before even considering other economic factors. There were three bids on this property, two of which were job creators with direct impact on the economic multiplier effects to the airport and the City and one was not. The City Manager supported a bid by a sitting City Commissioner. The City Manager was willing to forgo \$358,500 for a cash offer. Jobs meant nothing and economic multipliers meant nothing. Please note that it appears that the city official was favoring a lesser bid by a sitting commissioner trying to sell it as "cash is king", which the offer could have easily stated, but did not. Had it implied that cash offers would be favored, they would have made their offer accordingly and competitively. When some legitimate questions were asked of the City Manager, out of no where came a prejudice attack on the integrity of Skybolt suggesting that we had defaulted on our lease. If you review the settlement between the City and the DCA there is no mention of default, what it mentions is a dispute between the City and the DCA, not Skybolt. All the board heard was default and when he questioned the City Manager on the timeframe, he referenced it was in 2001. The City Manager then said that Skybolt was currently in default on the lease and the board heard default and the City Manager said at the end of the lease that just expired and that they think he missed some payments. If he misspoke he will correct that according to the minutes of the board meeting, but the board heard late and it should be up to the City Manager to thoroughly explain, for the record, exactly what his objective was on May 13th to support the lowest and best use bid while under-minding a thirty nine year established business. The Commission and the citizens of Leesburg deserve the facts as the optics here are not good on multiple accounts. He asked the governing board to take pause on this vote and consider the best alternative to air the truth while we gain a clear understanding on the dynamics of this process.

Steve Perello, CEO of First Class Aero Space and CEO of Angel Flight Southeast, which is a Charity that has been based at the airport for the last twenty years. He explained if the City decides to go with the Danforth or the Leesburg, LLC proposal we are basically taking one airplane, already in a hangar, and moving it to another hangar at the airport. There is a commercial hangar, which has been a commercial hangar since it was constructed, that can handle four airplanes at a time and it will be reduced to one, possibly two. As a result, eighty to one hundred visiting airplanes will come every year and pay the City of Leesburg for services or those businesses will not be coming. The City will lose three to four jobs which have been in that hangar for the past twenty years. There will be no ongoing financial benefit after the three hundred and fifty eight thousand dollars occurs for the City. The City will receive sixty percent of the money offered by the commercial tenants and without thinking about ourselves, the City misses another opportunity to build a brand new private hangar for the Leesburg LLC's airplane, which he would fully support. He would love to see that when we already have forty people who have been waiting three and half years to be able to come into the airport. If we could build these hangars, we have the unrestricted funds to do it, so it really does not make sense. If the City goes ahead and decides one of the commercial operators would be able to take that space, jobs would be gained and not lost. Hundreds of thousands of dollars in our case would be brought to tenants at the airport because of eighty to a hundred transit jets, piston aircraft and helicopters arriving at our City. Hundreds of thousands of dollars have been spent at Sunair FBO, which is a substantial part of the airport; jet fuel and a hundred low lead fuel, temporary hangar space, tiedown spaces, engine replacements, annual inspections, all of which would

have never taken place or have come to the Leesburg International Airport if it were not for businesses like ours. Hundreds of thousands have been spent at Central Florida Avionics in the same fashion.

Avionic upgrades (AVSB upgrades), which is a new thing airplanes have to do; bi-annual inspections and repair work. All we are doing is trading off a great deal of commercial activity to take one private aircraft, which we love private aircrafts, but to pick one private aircraft and move it in to another hangar as a business person does not make sense. What we should do is take some of the funds we have and build Mr. Danforth a beautiful hangar much better than the current one there now. He appreciates the Commission giving him time to speak and would appreciate their consideration in this matter.

Mayor Christian thanked him and asked if there were any other public comments. Having no further public comments, he then asked if the City Manager would like to respond.

CM Minner stated from staffs perspective he would like to review some of tonight's comments and explain in more detail the recommendation before the Commission and what went before the Airport Advisory Board. He opened with an apology to Mr. Bowers because Skybolt is an important business to the airport and that was also said at the Airport Advisory Board meeting. They have been around for twenty years and have about fifteen employees. They have been a big part in meeting the Leesburg International Airports primary goals with being an economic development engine and not just a transportation hub. He thinks the members of this body have heard that come from him numerous times during the budget processes, as well as the airport layout plan processes. With the information tonight it is factual, it can be provided through public record, and it does not mean to inject, defame or demean, but it is factual information with management experience blended together to give this body the best recommendation moving forward. He wants to give the best philosophies that he has taken from this body to move forward in managing the airport. We looked and it has been said that the airport is an economic development engine and throughout the last ten years we have had to shift because there was a time when the Leesburg International Airport was and we looked at it and had to make decisions based on it being a transportation hub only.

Now saying that, he believes we have slowly changed and a catalyst of that would be many of the leases we have done. One being Brainard, they have expanded and have become a major employer at the airport. Wipaire is another one where we made a significant economic deal with them to build the sea-plane ramp to bring in the general aviation company to promote economic development over transportation. Our airport layout master plan also did those things, so the economic development engine has been a priority. There is a hitch and Commissioner Pederson brought it up earlier with his recommendation to this body and he knows Tracey Dean has heard him say it as well as members of the airport board and when he differs from them, but for him economic development comes first. That is not the philosophy of the FAA or the FDOT and he does not think we have had an issue with that from FAA or FDOT to date because we have been able to still have some open areas and have been able to blend the two. He does not see where that is always going to be on the horizon because of the issues that Commissioner Pederson brought up in his comments and we are running out of available land. We have a few other open areas where we can build some hangars, but we also put together an airport layout plan (ALP) that focuses on economic development, building available hangars, box hangars, as well as T-hangars in different areas. We received a hangar grant recently that we just completed, but our ALP now focuses on making transportation and land improvements that open up more property to where we can start reinvesting in building. For example, there is a big giant waterhole in the middle of the grassy area off of the approach area on runway twenty one and if we could pipe out that water, we can build hangars in there. We can still have our clear spaces and that then becomes a significant corridor up and down that taxiway on runway twenty one (north/south). We also have the southern part of the airport that we refer to as the south of runway thirty-one/thirteen as an area that we can grow into. That area is significantly more complex to grow because the entryway has to be west on 441 through private property, through wetland areas, and then we have to do some mitigation areas as well. However, that would be another

potential area. But our ALP now focuses on doing taxiway expansions and other expansions that will equal expansion of property where we can grow. Having said that, when we do our fiscal year 2022 airport budget we can talk about those concept reviews and the projects we have onboard to make sure this body, as well as the airport board, is okay with where we are headed. All that is number one, economic development engine unless otherwise directed. He believes where we are now and as we start getting tighter and tighter on land, the FAA directive and FDOT directive is going to say no on hangaring airplanes. He knows it is counterintuitive and he does not agree with it, but it is what they are going to say and they are the ones who cut the checks and eighty percent of the improvements come from them.

The grant covenants go back to WWII all that stuff they are going to say the primary use of an airport is a transportation hub, hangar airplanes, do the lights, and build runways. That is where we are going to end up unless we start finding other areas so that is point number one, an economic engine until otherwise directed by the FAA or the FDOT. He believes we are not there, but we are on that doorstep, and that is an important component that goes into the recommendation at hand.

We need to make the airport property available and accessible to the public on a fair basis. This body in the early years of working for the City, it was said very clearly and even at the time it transpired it was the history of the airport and that was thirty year leases or purchases and that property came back to the City. We leased it out at very low rates and that could have been at the time argued understandably an economic incentive and he understands that, but as the property started to come back to the city, there was an expectation that the owners who were turning back the property to the airport were expecting another good deal and this body said no, we want a fair deal and we want a market rate driven deal. This body gave that direction to him very clearly and since 2014 he would bring to their attention that they have had six new leases. He uses the word "lease" loosely and will get into that deeper, but we have had six new leases where we have renegotiated to what he would call a fair market rate. We have done those either through a fair market rate or we did an RFO just like we did on 8900 Airport Drive with similar language written in to our benefit. We did not say whether we wanted to lease or purchase (and he will get into that more in a minute), but we very clearly stated that we are going to go through these proposals and pick out what is best financially for the airport. It was clean and that was the deal.

It was clean in the RFO; so since then six new leases have been renegotiated. Summarizing, two went to Brainard at what they consider fair market proposals. One the City rejected, which was some of the T-hangars and we took those over because we felt like we could make more money off leasing out those T-hangars than the existing issue. The other one located at 9000 Airport Drive and he did not use Skybolt's name, but that item was just before this one on the Consent Agenda; that item was not pulled and that was a Skybolt issue. That item renegotiated a lease in the same fashion as this item for Leesburg Hangar, LLC (aka: Danforth) lease and just like the other example the Aerospace lease they provided a purchase and we just did that with Skybolt at 9000 Airport Drive. Their cash payment approval was just signed off on so they could get their funding for that so that option was out there. We are working on 32746 Echo Drive and 8900 Airport Boulevard, those are the ones that we have negotiated.

Then the final thing is we need to make the airport as self-sustaining as possible. In English, it is to have them make as much money as they can because "cash is king" and he will not back off from that statement. When we set out we knew there was going to be competition for the 8900 Airport Boulevard hangar, which is why we did a request for offer. We know we are bureaucratic and we use lots of acronyms and a request for offer is not a bid, a request for offer is not a proposal, those have very strict guidelines by statutes and a request for offer does not. In fact, you are not even required to do a request for offer, so a request for offer totally benefits the City. We get to do the best deal that we find financially possible and that is what we did. Now, even though it is confusing and convoluted; the airport basically has two ways that we manage property; one is a lease, and two is a purchase. Both look, and act like a lease, because at the end of the lease term or the purchase the property comes back to the City. Whatever you want to call it, a lease or a purchase in the end it comes back to the City. They are two different scenarios depending on how you acquire those funds, which goes into the matrix on how

you decide what is financially best. With the lease option, typically you receive your money over time in monthly increments so you do your triple-net lease and you would move forward.

We received three lease offers and those lease offers were from First Class Aerospace for a term of twenty years. They proposed twenty four thousand twenty four dollars annually and if you multiple that over the term of twenty years that would accumulate to four hundred eighty thousand and four hundred dollars over that twenty years. Remember, we would not collect all that at one time. We would divide that number by twenty and then by twelve and those monies would be received in monthly increments or by the terms of the lease that was negotiated, but typically done in monthly increments. Skybolt also provided a typical lease twenty six thousand dollars annually times twenty, which comes to five hundred and twenty thousand over the term of the lease. Then with Leesburg Hangar, LLC (aka: Danforth) their offer was different, they did not provide an annual rent payment, they provided a cash lump sum and that number was three hundred and one thousand dollars which made it sticky. Bottom-line, staff is not recommending a lease for three reasons; there is no guarantee on long-term annual lease revenue, you have to take into account the difference between lease payments and the lumpsum payments, and you have to take into consideration the time and value of cash money in hand. It is comparing all cash now verses incremental payments over the next twenty years that does have a huge financial impact on a decision and that financial impact is difficult to decipher. If you talk to a business person they would say the discount rate on that would be upwards of ten to fifteen percent, but if you talk to a government guy he would tell you he is only getting about one percent on your money. Using a chart to delineate what the discount rate would be, the cash lumpsum payment started surpassing the other numbers and that number was about seven percent. At a seven percent discount rate the lumpsum of three hundred and one became better than twenty four thousand dollars a year and twenty six thousand dollars a year. The City also had an appraisal done on 8900 Airport Boulevard. We hired an appraiser because we tried to determine what the lease value was on that facility and if that number was thirty grand a year.

At the end of the day, with the recommendation on leasing it is not guaranteed and there is an argument about what the value of that money is. Plus, we have the issue of major repairs and those do become an issue. We have a triple net lease that says you have to fix the air conditioner and the roof. We try to push off those major improvements the best we can, but he has worked with the Commission for seven plus years, and there have been two or three issues that have come back to us. In year one when you sign the lease there is never a problem, it is always years eighteen, nineteen and twenty when the building is older that the definition of major maintenance changes. We have not had any issues with Skybolt per say, but there have been other entities out there where we are in and out fixing air conditioners and the roofs at the end of the term. The City has gotten stricter on some of the interpretations which then has made renewals harder, but triple net leases are hard. He recommends that we steer away from leases. The other option would be the purchase option; and how the purchase works is it has two different pieces. You get the value because they buy that building from you like a house, so you get the value of that hangar (facility), plus you get a land lease. In this case, we had two purchase offers, one from Aerospace for two hundred and forty two thousand dollars in a lump sum and sixteen cents per square foot for non building facilities. That sixteen cents per square foot, in this particular case, works out to be four thousand and thirty five dollars. Leesburg Hangar, LLC was the next purchase option for twenty five years and they provided three hundred and fifty one thousand dollars down and sixteen cents for a total net value of four hundred and fifty one thousand eight hundred and seventy five dollars. The City did an appraisal on that building as well and came up with the value at 8900 Airport Boulevard is two hundred and forty thousand dollars. That appraisal was done in December of 2019 and the Leesburg Hangar, LLC proposal is about a hundred and forty five percent of what we think fair market value is. That number beats the other purchase numbers so we think this is the best purchase offer. Therefore, staff recommended that the Leesburg Hangar, LLC's option of three hundred fifty one thousand dollars to put

that money in our pocket now is the better alternative because there is no maintenance concerns, cash is king and this is the clear best offer that is well above the appraised value.

To address the concerns with Skybolt because they have been a good partner with the City. Currently, they are located at 9000 Airport Boulevard. We endeavored a partnership with them, which he was not a part of, but he can imagine. It had to be like the Wipaire situation where the City said hey we will build you your facility, which is the facility you are currently in that cost nine hundred thousand dollars to build in 2001. That agreement was a twenty year lease and it was entered into in 2001 to January 1, 2021. We built a facility for nine hundred thousand dollars, the City received a CDBG grant, which is HUD money. It is not FAA or transportation money, it is HUD money in the Economic Development Department for seven hundred and fifty grand. That was the City's investment in that facility, one hundred and fifty thousand dollars and over the life of the twenty year lease we collected just short of one point two million dollars in revenue. It was actually one million one hundred and ninety eight thousand four hundred and ten dollars. The City of Leesburg was scheduled to earn one million forty eight thousand four hundred and ten dollars over the life of that deal, but nine eleven happened and there was a default that year. The City paid back that grant of seven hundred and fifty thousand dollars. We did not lose on the deal, we were still in the black, but the City did not make as much as we thought we would on that deal. We also recently sold that building and that was one of the deals that we talked about with fair market value. We negotiated with Skybolt for quite a while on this and ultimately came up with the current deal that they are in compliance with, but there was a two month window between negotiations and the final deal where their lease had expired in January 2021. The City still honored them paying the old contracts rates verses the new one. We did not terminate that contract so they would not be in default because we are good business partners. We kept working with them and at the end of the day they actually got a deal that he thinks is not fair market value and that is something this body should have done. We entered into an agreement with them for under market value. The factual numbers are; March 22, 2021 we entered into a new sale agreement with Skybolt that provided us a lumpsum payment of five hundred thousand dollars and a lease of seven thousand and ninety three dollars a year for a total term of six hundred forty one thousand eight hundred and sixty dollars. We did a city appraisal on this and by the time we started working with our appraiser he did not want to do a purchase agreement and the best we could do was get a lease agreement appraisal so that value was two dollars and seventy one cents.

That number is different than the sixteen cents we talked about earlier because that includes the building and land and that would be a total annual payment of a hundred and twenty thousand. Skybolt also did an appraisal, on their own, and their appraised value as of 2016 as they represented was eight hundred and seventy thousand dollars for a purchase agreement of two dollars and fifty nine cents for a lease agreement. Those were their numbers as of 2016 and those were the numbers we started working on to come up with the ultimate deal that was agreed on. Depending on whose numbers you use, Skybolt got a pretty good deal at about sixty percent of market value, which is a good deal and it kept an important business at the airport. With that, those are all the facts, presented fairly, and equitably. It is his recommendation that the Leesburg LLC lease, at this time, provides the highest cash value and the best use.

Mr. Bowers remarked that he thinks we could all work together. He is not here to be confrontational, he is here to be a winner, if you take a lemon you should make lemonade. One comment on the City Managers numbers, that eight hundred thousand it took him about a year until the C-wings appraisal came out to find the errors that Durango had done on that appraisal. He welcomes the City Manager, if he has a couple hours, to sit down with him because he has a spreadsheet they could go over. Another thing on the five hundred is our building is very intense with air-conditioning units and typically the lifespan on those is fifteen years and ours are well into overtime. We were looking at the potential of replacing eight units, which is close to eighty thousand dollars or higher, so with the five hundred we are taking full responsibility for everything. There is no argument on triple net anymore because we have all

been around the block on that and it is very clear all the maintenance costs are in his court. So to say it is just a super deal, yes, to him it was a good deal and he appreciates the City for honoring that, but there is always a little bit more to the story and he wants to clarify that. He is asking the Commission to put this on pause, get the facts, and let's all work together. He thinks Mr. Robuck and all of them want to see the airport grow and prosper. We can all do this together, but right now there are two businesses that really need growth and whether it is Skybolt or First Class Aerospace, he really would appreciate if they reconsider. Mr. Robuck and his needs could be addressed and we can all come out of this winners.

Commissioner Robuck, although abstaining from the vote wanted to make the following comment. He does appreciate both Skybolt and First Class Aerospace as both are very important members of the airport. As a Commissioner he has supported their growth in the past, but he wanted to clear up and for the people watching, this is not just a personal toy for him. In addition to being a Commissioner, he is the owner of RoMac Building Supply and another one of the other members of Leesburg LLC., is the owner of Hewitt Environmental and between the two of them they employ approximately two hundred and eighty people in Leesburg. He knows with RoMac sixty-seven percent of their employees live right here in Leesburg and within the last two years they have made the decision to sell property outside of Leesburg in surrounding areas in the state in order to grow their business within Leesburg and bring those jobs here. They have spent about a million and half dollars expanding right here and this would allow them to do business all over the state, yet keeping Leesburg as their home base to do business throughout the State. He just wanted to make that known.

Commissioner Pederson wanted to clarify his comments on the hangars. He knows the last set of hangars built were T-hangars and his recommendation this time is for box-hangars that are versatile for people storing aircraft, they are leasable to companies and so forth, and we do have the land. We have land mixed in with the current hangars and that does not even count the land along the highway, which we are renting to car dealers. That land will be available at some point in time. The most important comment that he wanted to clarify is that T-hangars are versatile and he would like to see us talk about it either at the next meeting or during the budget process in July. He would like to include the Airport Advisory Board and see if we can come up with a plan to build more hangars. **CM Minner** commented the best place to address this would be at the budget workshops where we can get invite the Airport Advisory Board of that date and that will give us the most time for when we can all sit down and talk freely without commitments, which will give better direction to staff to move forward. **Commissioner Pederson** remarked for the audience that the workshop budget process starts in July. **CM Minner** added that we will get that information out. **Mayor Christian** asked if they could bring some cost projections because even though it sounds easy taking water out and mitigating the wetlands that has always been there, those numbers are going to be crucial for us to talk. With expansions there are rules with the FAA and FDOT because they have always had a problem with us building on the road due to the buildings and the airplanes landing. He does not know if Tracey can come with information on the building heights, why we currently lease, and why we purchased those buildings on 441 so we could stop development. All this need to come to that workshop so we can talk about it. Maybe we need a one day workshop just for airport so we can have specific time set aside because it is a major economic engine and we need to discuss this and the best use processes. Maybe it is not leasing out to car lots to park three hundred cars on 441, maybe we need to identify what the highest and best uses are so that we can utilize FAA and FDOT.

The roll call vote was:

Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Connell	Yes
Commissioner Robuck	Abstain

Mayor Christian Yes

Four yeas, one abstain, no nays, the Commission adopted the resolution.

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**

A. SECOND READING OF ORDINANCES

1. None

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 32.68 +/- acres; being generally located on the south side of County Road 48, east of County Road 33, lying in Section 15, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Sundance Subdivision)**

Commissioner Robuck introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck mentioned he has some concerns with this because it backs right up to Rogers Industrial Park. For the new commissioners we have spent a lot of time hearing from residents who live in Arlington Ridge and the other surrounding subdivisions about the mulch plant out there, which is actually located in the County and the city residents are complaining about the odor and the noise coming from this facility. In this case it is going to be city on city, we will have an industrial park backing up to a residential subdivision, and that is very concerning. If we are even going to consider this can we force them to disclose that information to the potential homeowners at the time of sale. **CA Morrison** stated we can, but he has seen enough of these situations to know that it is not effective because people do not hear it and particularly the person that purchases the home from the first buyer probably does not get that information. The developer can preach it to the first buyer, but when the second buyer comes along and they just buy into it even though they can look over there and see there is a factory they do not pick up on that. **Commissioner Robuck** pointed out that with this property if someone were to come in and ask for some industrial or commercial zoning he would happier to do that. He thinks this is going to create problems that we are going to have to deal with it down the road.

Commissioner Burry agrees with Commissioner Robuck.

Commissioner Pederson mentioned that with the mulch plant and the ashes from the incinerator he remembers an issue that surfaced where the wind was blowing the wrong way and everyone came in here complaining and that is county property but we still took a lot of heat on that. When he walked in here today he was okay with this, but we will be on the hot seat in five to ten years with all the angry homeowners complaining about that tall incinerator lit up at night, then the noise and the ashes.

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, Florida, changing the Future Land Use Map Designation of certain property containing 32.68 +/- acres from Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located on the south side of County Road 48, east of County Road 33, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision)**

Commissioner Pederson introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Mayor Christian requested comments from the Commission and the audience. There were none.

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 32.68 +/- acres from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located on the south side of County Road 48, east of County Road 33, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision).**

Commissioner Pederson introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Mayor Christian requested comments from the Commission and the audience. There being no comments he asked if the developer was in attendance. **Planning & Zoning Manager (PZM) Dan Miller** remarked that he was not. **Mayor Christian** suggested that he should attend the next meeting because there may be some concerns that need addressing.

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 148.67 +/- acres; being generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, lying in Sections 31 and 32, Township 20 South, Range 25 East, Lake County, Florida. Providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission**

District 3; and providing an effective date. (Hodges Reserve AX)

Commissioner Burry introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Pederson commented that the developer Hanover has done quite a few developments throughout Leesburg and he has supported everyone of those, but this one staff is against and he believes the Planning Commission voted unanimous against it. He he wanted to go on record and stated he will vote against this one.

Commissioner Burry stated just reading City staff analysis, it says the surrounding future land use map designation for Lake County rural and Lake County rural transition are not at this time compatible with the proposed future land use designation of the city residential, so for him this does not match what is there and he would not be in favor of it.

Commissioner Robuck understands the concerns from the Planning Commission; however, for him this is the area where developments are going to start happening because of the turnpike interchange. This is the area where Kroger and Amazon have located and you are seeing a lot of interest in that area from home builders because there are not places for the people in those companies to live. In fact a large company just did a lot of due diligence on the Ford Commerce Park because there are not enough restaurants and the only way you get restaurants is rooftops and those have to come, so if Leesburg is going to develop real commercial industrial that is where it is going to happen. It is going to be near the transportation hub and he thinks that is why you saw the county improving Dewey Robins Road because they recognize growth is coming out there. Another thing with that area is they have some housing, but it is all geared towards sixty-five plus, so it is not for the workforce people. We desperately need workforce housing and this is a subdivision where we are talking about workforce housing and just to be clear it is not subsidized, affordable housing. We are talking about the type of housing like Lake Denham Estates, which was just recently built in Leesburg on US-27 and that is great subdivision. In todays environment unfortunately due to construction costs you are talking about two hundred and fifty to three hundred thousand dollars and that is a product that you are going to need a sixty thousand dollar pre-taxed household income to afford. This is the development where you are going to have your utility workers, teachers, fire fighters, police officers and people that work at Kroger's or the Amazon warehouse. We need housing for these people and the way we get to have our downtown developed is to have young people live in Leesburg and right now we just do not have that housing product and this subdivision would provide that. It is a rural area, he gets that, if you live in that area and houses come there is no other way around it, it sucks. When you moved there it was rural, but that is what happens to rural areas if the City is going to grow. If you do not want the City to grow that is a realistic option to say no, no more development, but for him he wants the City to grow. This is a quality development and they do have a long track record of building quality developments in the area and it is not an environmentally sensitive piece of land. There is a lot of talk about that, but to be fair there is talk about that on every piece of property that ever comes up to the Commission. We know there are gopher tortoises on literally every piece of undeveloped land in Lake County. This is not what he would consider a really unique piece of property, so for him he is open to some tweaks and changes on the plan, but he thinks we need a product that the working families can afford if we are going to grow Leesburg at least the way that he would like to see it grow.

Mayor Christian asked Commissioner Connell if he had anything he would like to add. Commissioner Connell had no comments at this time.

Mayor Christian asked if a representative from Hanover was present to provide a presentation.

Ben Snyder, Hanover Land Company, Orlando stated they do have a presentation. To provide some background on their team, he is the Vice President for Land Acquisition, they also have Tony Lorio, Vice President for Land Development, Blake Drury, Planner from GAI, who will be handing the presentation tonight, Tony Reddeck, their Engineer and Mohammed Abdallah, their Traffic Consultant on this project.

Hanover Land Company is a builder/developer who has been in this area for a long time. They have developed thousands of lots and built thousands of homes within Central Florida. They have been very active in Lake County over the last ten years; Ardmore Reserve is located in Minneola, Cypress Oaks and Preserve at Sunrise are located in Groveland, Windsong which we just received final approval on is under development in Leesburg and Eagletail Landing (f/k/a: McElyea) is located at the corner of Number Two Road and CR-48. They are very close to finishing the final approvals and they are very excited to get started in producing another quality project in the City. Trinity Lakes is their big project located in Groveland that has one thousand one hundred and fifty three lots and has spurred on other economic growth within the City of Groveland and put Groveland on the map. The family he works for is very generous, committing over five million dollars to charitable organizations within the last ten years.

Blake Drury, GAI Consultants, stated they are here tonight asking for three things; a voluntary annexation, a comprehensive plan amendment and rezoning. It is important to recognize that this is part of the ISBA that anticipates and contemplates the annexation of city services among the four cities in the area. They are east of US-27 and about three quarters of a mile from an existing development. They are north of Dewey Robins Road and he thinks that is an important piece to talk about. Referring to a map he pointed out where US-27 was on the left side of the proposed development and CR-48 on the top, US-19 on the right side and within that there are no improved roads. As we talk about the timing of development and as it moves south from the City, we need to think about where the infrastructure and the source of support for the development is actually coming from. Dewey Robins Road, about ten years ago, was improved in anticipation of this type of growth and that is the only improved road in that interior segment, so if we think about how services actually get provided that is an important piece of information and wants to keep that in mind when looking at the surrounding area. They are about three quarters of a mile from U.S. Highway 27 and close to the Lyden-Nicholson PUD, which was approved for over a million square feet of commercial. As Commissioner Robuck rightfully pointed out everyone wants to see that succeed. Everyone wants to see the commercial be successful and everyone wants to see drivers of those employment uses be successful. Here we have sort of created a chicken and an egg issue; we want the commercial, but we really need the rooftops to support that commercial. In this case, we have a developer who is willing to put in the rooftops, but who wants to put in the rooftops to support the non-residential uses that we see there and he believes that is important to note. The other thing that is important to note is this would be the first developable site to the east as you go along Dewey Robins Road. Properties to the north really have significant barriers to this development. There really is no transportation access, it is further from utilities, it has dirt roads and private drives, it really leads to insist that these properties have to develop and position themselves for development before development can start. That is actually more proximate to the infrastructure not being a valid concern and they take issue with that and in most other situations they would be making the exact opposite sort of argument. These projects are going to take awhile to develop and they are proposing a three phased project. He thinks it is really important to land on this with an approval of the PUD at US-27 and the Turnpike because that really planted the City's flag there and to say that we are premature, he thinks is not an accurate assessment of the situation. Referring to the Conceptual Plan, this would be about a hundred and fifty acres; three units to the acre. If you do the math that would be a maximum of four hundred and forty nine units on forty to fifty foot lots. They would all be single-family detached homes. Folks say they have been pleased with Hanover Building in the past. Referring to the slide, you can see the orange lots

around the perimeter are fifty foot lots and the yellow lots on the interior are forty feet and they did that for compatibility reasons. They know people are going to say well everything around this is rural, but every single development in this part of the City, including those with even more intense uses, is or was adjacent to agricultural lands as it developed and some still are. With the question of compatibility, there is a certain bar, and the bar either has to be the same or I like it or I do not like it. The Florida statutes and Planning legislation Chapter 163 actually defines what capability is and what land uses can co-exist in proximity to each other in a stable fashion over time where the use of property is not negatively effected by the presence of the other. He would submit that agriculture and residential are in fact compatible.

Single family uses are inherently compatible with single family uses. A sixty foot lot and a fifty foot lot are virtually indistinguishable from each other and again as the community develops there will be residential areas adjacent to agricultural areas. It is important for us to note why we are doing lots of this size and the best way to think of it is over the past ten years the National Association of Home Builders in their research have shown that the average lot sizes are down about twenty percent. There are a lot of things that are causing that and what they are seeing here in Central Florida, along with other builders, are the higher land and material prices together form this situation where if you acquire large lots the higher costs and prices for the potential buyer are pricing them right out of the market. They are trying to get some control on the construction, but they can save more of a degree on land with smaller lots that will allow for lower home prices. This is going to allow a situation where the buyers of these homes can be the folks that serve the community everyday. The policeman, fireman, teachers, nurses, these are the folks who get priced out when we acquire larger lot sizes, so this is what we believe is a good community solution to that issue. Cost is one factor, but it is not the only factor, there is a desire going on at both ends of the barbell amongst seniors and younger folks to have less land. In order to do that we have to have higher quality shared amenities, parks and pools, and trails that a master planned community like this will give you rather than just a typical subdivision. Referring to the conceptual open space plan diagram, he showed the ponds and the connected park system that connects north from the amenity center down to the lake. He pointed out how they really tried to give organization to the community in that way.

They have a perimeter buffer that meets the city requirements of twenty five feet. Referring to the Conceptual Phasing Plan, he showed the first phase in yellow that includes the amenity center, which would be built off of Dewey Robins Road. The pink, middle, section would be the second phase working around the cell tower that is the out parcel and the SECO utility plant and then the third phase in green on the east. He provided another image of the Amenity Center, stating it will have houses around it, he did not want to give the impression of it out in a field, but he wanted to show the architectural rendering of what the amenity center would look like. He also provided a slide showing the different types of homes you would see there, trying to make sure there is an architectural quality that goes along with the quality of the community design and the public amenities.

Public Comments:

Reggie Thomas, Dewey Robins Road, stated he attended the last public hearing and the gentleman just mentioned forty and fifty foot lots and he made a comparison of fifty and sixty foot lots, so lets go back to comparing oranges and apples. He purchased his property in 2017 and has several homes; he lives in Maryland as well as in Florida. He is a retiree of the NAACP and he worked at the national headquarters. He has a house in Ocala and he purchased this one because this one has close to ten acres with the privacy and the orange groves. He thinks its ridiculous to put four hundred and forty nine houses on a hundred and forty eight acres. You already have issues with the school systems so you do not need any new developments until you get that squared away. There are a lot of problems with that in terms and he is not so sure with overcrowding, but the performance is not that good. He knows that because he has three children, one who is an executive for City Group, one who is an attorney at the University of Maryland and one who is about to become a Lieutenant Colonel in the Marine Corp, so he knows what performance is. The deal is when he sees and drives down Dewey Robins and sees what

could become of that it is quite a bit. He thinks the last time one of the Commissioners asked the developers do you have Plan A or a Plan B the answer was no, this is the plan. You have to have a Plan B because almost five hundred homes in that space is a bit much.

Deborah Shelley, East Dewey Robins Road, thanked the Commission for the opportunity to come and speak. Her family resides in the Yalaha, Lake Apopka, rural protection area as defined by the Lake County Comprehensive Plan and they have been in Lake County on their property since 1983. They love Lake County and the rural area. She is here because she has great concern about the Hodges project as proposed. Along with the compatibility of the project with the adjacent properties and the existing local rural community in general. The Amazon Distribution Center that was mentioned is quite a ways down US-27 so it really is not adjacent or near Dewey Robins Road and these rural areas are not areas just waiting to be developed. We went through this in 2006 with Lake County with the rural areas plan. As you may recall that was the beginning of the rural protection area, the county policies and the county comprehensive plan dealing with protecting the rural areas. She submitted written comments for the record and hopes they will be read at everyone's convenience before the second reading. She is concerned about the consistency of the Hodges Reserve project with the objectives and policies in the Leesburg Growth Management Plan that deals with compatibility. She certainly does not object to the City of Leesburg growing, but with this particular project she does not feel this is the area for Leesburg to grow. She supports Leesburg up and down US-27 from the Yard Stop all the way down to Pat Sales.

She is aware of the interlocal service boundary agreement; the ISBA, and it states that the principal goal of the agreement is to determine how to provide services while balancing the needs and desires of the community and the site plan as proposed really does not balance here. They have plenty of rooftops along US-27 with Legacy, Highland Lakes and Plantation and thinks we have enough rooftops already.

There are some really good objectives and policies in the Leesburg's Growth Management Plan that address land use compatibility with established surrounding neighborhoods. Of course we are dealing with rural communities in the county designated rural protection area. The Leesburg future land use element states that compatibility with surrounding established neighborhoods shall be considered during the comprehensive plan amendment process, it also states that you do not have to approve land use amendments that are inconsistent with the character of the community. We have new residents in this area and if you go down East Dewey Robins Road there are several new homes being built on large acreages. Over the past few years we have had new neighbors build on large acreage so unless we have some type of definitive study that says people want small lots or rural areas it is really up in the air because we do have people moving into rural areas and those people would like to have a reasonable expectation that their area might remain rural. She asked that the Commission consider the objectives and policies in the Leesburg Growth Management Plan as they deliberate about the decision on whether or not to approve this proposal as submitted. The growth management plan also states that Leesburg shall promote compatibility of adjacent land uses with Lake County so we have the opportunity for the County to be involved and weigh in on this situation. The policy regarding annexations states that you will eliminate areas of jurisdictional problems so this proposal seems to create a significant jurisdictional problem with Lake County and the City of Leesburg. So again, as you deliberate on the decision about these ordinances she hopes you consider the objectives and process in the Growth Management Plan and she respectfully requests that the applicant provide significant revisions to the proposal and the proposed site plan to bring it more in line with the existing community and the rural protection area.

Scott Sattler, resides off Dewey Robins Road, stated he is here with his equestrian family because they have concerns with this Hodges Reserve. They have been living on this property for the past twenty five years. They are here today to discuss these concerns regarding the future land use of rural Lake County.

With regards to the Commissioners statements about the rural land and that this is where growth is going to come to; he and Ms. Shelley were at the last meeting and he pointed out to then that this is a rurally protected area and you cannot just circumvent through paperwork, data and research. These scientific

studies date all the way back to July 1972 with the Conservation Act of 1972. That started this process to rurally protect up to 2006, than the Conservation Act and there is the Growth Management Act of 1985/1986. Both Acts intended to help local officials to make decisions regarding the distribution extent and timing of future growth. The distribution of growth defined as the geographic location of new development and the relationships between that development and existing development and supporting infrastructure and the environmental resources of that area. None of which has been considered in this development. The final characteristic of the growth management act is requiring local officials to manage the timing of future developments. Stating that local governments must decide when permitting developments if the specific area proposed for development has the necessary supporting infrastructure and other developmental characteristics that support the new development to which this rural area, protected area supports neither. Leesburg's own Code of Ordinances 25-274 speaks in respect to the planned development district intent statements and Subsection B of that statement says; the planned unit development is intended to promote creative development, which is compatible to adjacent land use and is in accordance with the growth management plan to which neither of those apply. This particular area also protected through the Yalaha Lake Apopka rural protection area including the roads of East Dewey, South Dewey and Dewey Robins Roads are all also protected roads that cannot be expanded and they cannot be widened because they are protected; they have to remain as they are. According to the 2030 Future Land Use Designation Analysis for the Lake County Comprehensive Plan, it states that the County established in addition to the designation assigned to the green swamp area of the critical state concern in the Wekiva River Protection Area itself it has established two similar yet very distinct future land use categories in the rural areas of Lake County; the rural category and the rural transition. At this time, the rural area does not have a breakdown according to density with the acreage changing from a one unit dwelling at a five acre plus acreage. There is no room for movement in this, it also states that these land use designations are intended to work in harmony to maintain the rural character, lifestyle and agricultural potential of certain areas of Lake County. The creation of these land use designations also benefit the public by providing for an area in Lake County in which a reduced level of investment for public facilities is required and accordingly less public demands and expectations relating to such facilities. Additionally, the creation of these land use designations will assist the County in implementing their overall plan strategies to maintain the rural character and lifestyle of certain areas in the County and will promote the protection of agricultural uses and the environment. Under the rural future land use, it allows rural residential developments at densities equal to or less than one dwelling unit per five net buildable acres, agricultural and intended uses. This land use is established to allow residential development on large lots and accommodate the continuation of agricultural pursuits so in that subsections here maintaining the rural character of the area by developing at a very low density. The distinction between the two is right there and the only difference in the rural transition other than it does accommodate from one to five acres, one to three acres, and one to one acre based on that growth and density, which the City's Comprehensive Plan speaks to in those areas is almost blatantly across the street from where they are trying to develop. It makes no sense that in the rural protected area on the other side of the street where none of these apply and it does not meet any of the requirements in this particular development; zero. The only distinct part between the rural transition is developing at a very low density and then developing at a low density. The Lake County Rural Area Plan of 2006, which was backed by the Citizens of Lake County Alliance to Protect Water Resources, the Citizens Collation of Lake County, Lake County Conservation Council, the Friends of Yalaha, and the Citizens Against Rural Endangerment states the County of the rural planning is not about making all of Lake County one dwelling per five acres, it is about ensuring that all of Lake County does not becoming urban sprawl. Urban Sprawl is defined under the City's term as urban development of uses that are located in predominantly rural areas that are characterized by one or more of the following conditions; the premature or poorly planned conversion of rural land to other uses or the creation of other areas of urban development uses which are not functionally related to land uses, which predominate the adjacent area. Urban sprawl is typically manifested in one or more of the following land use patterns and the one that is addressed here is leap

frogging. That is what is happening here of which Leesburg is responsible for. If you have taken a quick look at any of the Lake County interactive maps you can clearly see that Leesburg is definitely leap frogging and this is urban sprawl nightmare in the making. To say that this application is premature is an understatement, it is hard not to notice the amount of circumvention in this process to get Hodges Reserve approved through Leesburg, all the while disregarding its own ordinances. It disregards its adopted comprehensive plan and several requirements that have not been made and some not even addressed. In addressing what was mentioned by a Commissioner, there was an online survey that took place in the Lake County rural area plan back in January 2006, with regards to what the people would like and that online survey talked about future land use and growth. These are facts and a majority of the respondents ranked natural resources as the top characteristics that make their community unique. Eighty five percent of the seventeen hundred and ninety four respondents thought the pace of growth was too fast. Eighty six percent of the seventeen hundred respondents stated that preserving open space between communities and neighboring communities is very important. Forty percent of the seventeen hundred and ninety four indicated that they want no new residential growth in their community. The majority of the respondents ranked protected habitat and natural areas as number one for what they would like to see more of. The majority of the respondents expected a slow growth to preserve their rural life style and to preserve the environment. In 2006, that was eighty plus percent of the people that were not in favor of this type of growth certainly were not in rural protected areas.

Pam Roustio, Turkey Lake Road, wanted to make sure that the petitions she submitted are on record. She is asking that the applicant just revise their proposal to come more closely integrated with the existing rural community and rural lifestyles. They need to comply with the zoning category as defined in the adopted 2030 Lake County Future Land Use Map. The people in this room support your businesses and the businesses along US-27 and we are a part of the community and she respectfully asked that the Commission pay attention to what the people in the area are saying.

Michelle Miller, Dewey Robins Road, stated that a lot of them have kids and moved out here to raise kids on rural land. We are not saying that growth is not going to happen, it is inevitable at some point, but not so much especially in the place where we are. She has four children, two dogs, pigs from 4H, most of the time they have steers and chickens and that is what they do. Their kids ride around on ATV's and that is a freedom and why they moved out there. That is why more people are moving out there with their children. Those children have to go to school somewhere and many of these parents work so those children are going to have to ride a school bus and we do not have enough school bus drivers to take the kids that we already have. We are begging for school bus drivers, we are losing teachers in the City of Leesburg because we cannot keep them in our schools. This area is zoned for Leesburg schools so where are you going to put all those children. She works for the school system in Astatula and they cannot take many more students over there and that is usually where they go if they do not go to Leesburg. She would like them to take that into consideration' this is not just about the rooftops, it is about the families and the families that moved out here for a reason. These people have to have places to go and their children will have to have places to go. She also mentioned that her mother, Kim Cronin, who resides on Dewey Robins Road, wrote a letter and she wanted to make sure that was in because she was unable to make this meeting.

Lori Brown, Dewey Robins Road, stated the letter she received about this development said that the parcels would be one acre and now they have turned into a quarter of an acre; that is a big difference. All of the land and surrounding residents are five acres or more, not a quarter acre or less. Everybody has a lifestyle out there that is totally different than City, so please do not kill our rural area.

Brian Krieser, South Dewey Robins Road, stated he moved out here to live in a rural community from the City of Chicago and if anyone watches the news you know why he got the heck out of there. He does

not like having the riff-raff of the cities coming out and destroying the rural areas. Also, they happen to do gopher tortoise surveys and relocations so they know quite a bit about this. When they talk about a hundred and forty eight acres and fifty foot wide lots; the front of his house is sixty feet wide. He commented that his house is not much different than a lot of the size houses around him.

When these communities go in they are going to have to go through that whole area to remove these gopher tortoises. He knows what is out there because when he was looking for property one section of land that was for sale; five acres right smack where they are talking about clearing out all the trees. They did a survey and a relocation. That happened to be from his builder over in Groveland and on that five acre track, it had fifty holes. Now we are talking about cramming all of these in here so we are talking about probably a potential of over a thousand gopher tortoise holes. They have to be removed and the cost of that is expensive and they are just going to be passing that over on this development. Somebody said that it was originally proposed as one acre tracks and now they are trying to cram as many in there as possible because of the all mighty dollar. So, what happens if they do not properly clear this properly and relocate these turtles. They are supposed to go to recipient sites and there are not too many recipient sites out there. The minimum right now to trap a turtle is fifteen hundred dollars and to relocate it a few years ago was seven hundred and fifty dollars, so now its two thousand dollars due to the lack of recipient sites. If they do not pay attention and a lot activity starts those turtles will go to everybody else's property out there; burrow in anywhere because they are protected. We have them on our property they are like members of the family, but they burrow down and they can potentially affect the foundation of houses and if anybody here has to hire and have it done just for a survey is three hundred dollars just to trap one turtle. This could cost thousands if you have multiple turtles, how many people have that much extra money. He does not think this has been given much thought. We worked really hard to be able to come out here so we could live rurally amongst fine people in that rural lifestyle in the peace and quiet. We did everything the right way. His fear is that they are going to have increased traffic even though it is already tough to get out and go to the Home Depot in Leesburg or Clermont and drive down Dewey Robins Road. You have everybody out there riding their bikes and a lot of them do not have any consideration for the people living there. Now you want to cram four hundred some odd houses in there and create more traffic. Many of us live out there but are willing to commute far distances all the way into Orlando or Ocala to work and those are the commitments we made to live here. A lot of people have lived out here for years and years. This is completely ridiculous, every where we have lived St. Cloud they opened land and they decided to build a whole big bunch of subdivisions. One thing they did not do properly is the drainage on it so driving down Canoe Creek Road it is flooding now. All the problems the City has now, and he happens to have an assistant who has a family member that works for the 911 in Osceola County who tells him about all the problems that are going on out there, but you wont hear it on the news. They do not want people to be informed of what is going on, but if anyone who takes the time to be informed knows that when you are putting that many houses in and you are trying to expand a town right there you are getting a lot of the problems that come with it. He does not think that people here want to deal with those problems. He knows they do not want to deal with the riff-raff and other things that could happen when you are developing sites like this. You have people with farms and stuff and if a hole gets burrowed in on their farm because of this development it could potentially shut them down. On Dewey Robins there are those u-pick blueberries and blackberries, what happens if it burrows right in there and now they cannot do their business because by law they cannot go within twenty five feet of that hole with any equipment. People are not thinking about how it is going to impact not just the day to day life but how it is going to impact people as far as their wallets.

Jen Krieser, South Dewey Robins Road, added the reason why they chose Howey in the Hills to live is because they were five acre tracks and it was their understanding when they looked at the land use map that it said you were not allowed to build on less than five acres. They have only been there two years and it is already right around the corner from them. What they were talking about with the gopher tortoises, not only is the builder going to have a problem getting rid of these tortoises because there is a

shortage right now of places you can take the tortoises. Having the activity on that property will cause the gopher tortoises to go running to other properties, you cannot stop them, and those people cannot afford to pay two to three thousand dollars per tortoise. Plus the permitting fees by the government, which are another two twenty, but the point is they cannot afford that. The only way to stop it is to put up a big vinyl privacy fence but that would cost about twenty thousand dollars on a five acre lot and who has that kind of money. So those gopher tortoises are going to move in and they will burrow under peoples homes, sheds and we will not be able to do anything about it because we cannot afford to have them removed. The neighbor mowed his lawn and we got three extra tortoises just from him mowing his lawn. You can just imagine how many are on that proposed property. Another thing is with infrastructure and many cities across the country are having a problem with their water and sewer because of age. She does not know the stage of Howey, but she does know that taxpayers are going to be paying for the infrastructure. They are going to be paying for the increase in police and the schools.

They are going to pay if a road has to be widened or if traffic lights have to be added. She understands when you are at five acres if you divide all that, but you are adding four hundred people to an area where what they are doing is to a little tiny area and that is a big difference when you could only have five acre tracks. She wonders about the roads when they go down Dewey Robins Road this is a two land road, single each way, if you are going to add how that many homes and that many cars for each parent going down these roads, and they are dirt roads they have not been developed and if that gentleman is correct, we cannot even widen these roads. Downtown Howey is thirty five miles an hour with one blinking traffic light, how are we going to add all these people to that one little area. Has anyone driven these roads and if we cannot widen them that is going to be very interesting and with the infrastructure; she did not hear the guy talk about the infrastructure or the water and sewer. How is that tying in because Howey needs to redo their infrastructure even without this development. **Mayor Christian** asked if she is referring to Howey in the Hills or the City of Leesburg. **Mrs. Kreiser** answered Howey in the Hills; she lives in Howey. **Mayor Christian** pointed out that we cannot control what Howey in the Hills does, we only control the City of Leesburg. **Mr. Kreiser** interjected that the City of Leesburg is trying to annex the property to make it part of the City of Leesburg from Howey in the Hills. **Mayor Christian** clarified if it were to come into the City of Leesburg, at that point the developer would have to go by the City of Leesburg standards and nothing to do with Howey in the Hills or Lake County. When property comes to the City of Leesburg we have our own standards that the developer would have to adhere to; that is where our staff works with the developers to ensure that they understand the City's codes and ordinances. That is what the developer would be tied to and again that is if this item is even approved. **Mrs.**

Kreiser questioned if her taxes would go up since its not going to go up in Howey. **Mayor Christian** responded that he does not believe any City of Leesburg Commissioner said anything about taxes going up. **Mrs. Kreiser** interjected what about police, bigger roads, and more traffic lights.

Mayor Christian replied that we do not pay for schools, those tax dollars go directly to the Lake County School Board. **Mr. Kreiser** added that he does not think anybody in this room here believes that when you develop and continue to develop that our taxes do not go up. **Mayor Christian** pointed out that if you look at the City of Leesburg's tax records, our taxes in the City of Leesburg, has not gone up; in fact, we had a roll back so you should look at the City of Leesburg's history and this Commission has been very frugal in making sure that taxes did not go up on future developments. If you look at Lake County and what the City of Leesburg has done, we have been very conservative on our growth and if you look at what is happening in Central Florida growth is happening all over so this a developer who just showed you he has been all over Lake County, has now taken an opportunity to come to Leesburg and say he wants to develop in Leesburg, but when it comes to Howey in the Hills or even Lake County when he decides to come in from Lake County to Leesburg that is when our City staff deals with that developer to make sure he adheres to the City of Leesburg. We are allowing those who came this far an opportunity so you can discuss it tonight, so we can hear instead of waiting until the next meeting, which is why we were giving everybody three minutes tonight to talk about your concerns. We will be voting at the next meeting on whether or not to approve or deny this applicant. We want to hear everyone so after this, we

are going the three minutes "firm" and hopefully you are going to say what we have not already heard so that we can move on to the next item. **Mrs. Kreiser** said her final statement is that we are taking away her voice, the rural voice, because they are not rural and they do not understand what it is like to have five acres and to have an American dream taken from them when it starts building up around them.

Kristen and Craig Reuter, South Dewey Robins Road. Kristen Reuter said she was not planning to speak tonight but they do live in a rural community. We are City and they are rural and the people here are her neighbors even though we do not know them, we are not next door to each other, we are not an arms length away because we live and want to live in the rural area. We have ten acres, we have horses and love to ride them and on the weekends we have to deal with the sports bikes and the motorcycles who come flying down our road every single weekend Saturday morning at 9:00 a.m. so she cannot even ride her horse without having to worry about these people speeding up and down their roads. We also have the people in the Hondas who like to speed down our roads and if you put in more of these homes you are bringing in way more traffic and taking away from why they moved to where they live. She does not feel that they should be pushed out. Craig Reuter stated he grew up in Orlando and moved out to this area on purpose because he was tired of Orlando. He knows what Orlando used to be like back in the eighties, he is old and he gets it, but it grew into what the City is trying to do here and it is a big mistake, do not do it. For saying we need rooftops so people can work at Kroger's or whatever, he works at Universal and he drives everyday. He does it on purpose because he does not want to live in the city. If he can drive it so can they, that is why we have vehicles. That is all we really have to say, but please do not do it.

5. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, Florida, changing the Future Land Use Map Designation of certain property containing 148.67 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, as legally described in Sections 31 and 32, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hodges Reserve LGCP)

Commissioner Robuck introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Mayor Christian stated this is the first reading it will layover until the next meeting. **PZM Miller** commented that this item will need a motion to have it item forwarded to DEO for the large scale comp plan. **CM Minner** stated for the audience that this will need to go to the State for their review and comments. Then it will come back to us, we will need to advertise it for the second public hearing, and that will be in the August / September timeframe. There will be another notification period for this hearing. **PZM Miller** added that the notification will come through the newspaper, but they can always call his office. **Mayor Christian** questioned on how the public will find out about the meeting; will it be just the newspaper. **PZM Miller** answered it would be through the newspaper, but if Commission desired, staff could send out an additional notice. Code requires the notice that we send out for the Planning Commission, but for this one it would just be through the newspaper advertisement with the map included. **CM Minner** commented we need a motion to transmit this item to the state.

Commissioner Robuck made motion to transmit this item and Commissioner Pederson seconded the motion.

The roll call vote for transmittal was:

Commissioner Connell	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Mayor Christian	Yes

Five yeas, no nays, the Commission this item will be transmit to the state for their review and comments.

Leanna Ulmer, Thomas Allen Road, thanked her fellow rural neighbors who came out, who have a lot more knowledge about this than she does, but she wanted to say that she and her husband moved out here to have that rural experience and to be able to have that for their grandchildren. They have ten acres and are kind of heartbroken because they expected growth at some point down the road, but they never expected this to be happening right now. She does feel like it is going to impact the type of life that everyone is trying to have out there. They do respect the fact that obviously things do need to grow, but she does not think this the right fit for their community. With the safety aspects there are a lot of bicyclists that come and train there. There are a lot of hills going up and down East and South Dewey Robins and she knows that is a lot of the triathlon that happens with Clermont and those bikers come out here. They ride in the mornings and many of the roads are no passing zones because of all the hills and you have to go five miles an hour behind them until you can get to a point where it is safe to pass them. She is not a bicyclist, but if you put a bunch of houses there and these people have been driving on these roads to get into downtown Howey or wherever, she foresees that as being an issue for people getting hurt. Especially those that ride these bikes and train because of all the hills out there. That is just something she wanted to bring up because she does not know if anyone has thought about that. She respectfully asked that they reconsider putting this somewhere else maybe where it is more conducive to not being a harm or a deterrent to where people are living a rural lifestyle.

6. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 148.67 +/- acres from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow for a single-family residential subdivision for a property generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, as legally described in Sections 31 and 32, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hodges Reserve)

Commissioner Robuck introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Mayor Christian pointed out for the audience that this item will layover until August or some time there after.

Commissioner Robuck stated he had one question for staff if prior to the next reading there was a lot of talk about different protection areas and some of which he is familiar with and some he is not. If staff could do a summary of exactly what applies to this property and if they could get that out to the Commission prior to when this comes up he would really appreciate that. **PZM Miller** mentioned that a quick summary is basically what they were talking about and that comes from the Lake County Comprehensive Plan. That is not from the City of Leesburg Comp Plan, but he will prepare a summary. **Mayor Christian** asked if this property were to come into the City, does the County policy still apply to us. **PZM Miller** answered no, if it were to come into the City then only the City's regulations and policies would apply.

Pam Roustio commented she did not hear what was said about this item going to DEO. Is it just item number five that applies because of the large area? **PZM Miller** answered that the three separate actions here tonight are the annexation, a large scale comp plan, and a rezoning on a comprehensive plan amendment, which is larger than ten acres. The current requirement is that it has to be reviewed in Tallahassee by the Florida Department of Economic Opportunity; they give comment and send it back.

Ms. Roustio asked if that is the only review or does it go to other agencies as well. **PZM Miller** responded that within that review it does go to a number of different agencies including FDOT and different state agencies.

Lorie Howell, Number Two Road, Howey in the Hills, said she thinks the Kroger's that was referred to is going to be closer to the huge Hanover property that is going in on Highway 19 and all the heroes, nurses, police and fireman are all young families. Their kids are going to want a yard to play in and she knows there maybe community areas where the kids can go play, but sometimes parents do not have time for that. If you really want to give heroes a great home to live in, lower the home price and give them a decent yard for their kids to play. She agrees with what everyone else has already said.

Mayor Christian thanked all the residents who came out to voice their concern; this is what local government is all about, hearing from them and hearing their concerns and the developers for listening to the residents as well.

Commissioner Burry questioned when he was looking through the packet on the development standards they did make some allowance for larger lots is that correct or what is the actual lot size you are applying for. **Mr. Snyder** answered it would be forty and fifty foot lots. Fifty foot lots would be around the outside and forty foot lots on the interior. **Commissioner Burry** commend that in the development standards that we had the forty foot was crossed out and sixty foot was written in. **Mr. Snyder** responded that was not the PUD that was submitted, that was the PUD sent back to them with city staff's preferences.

7. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 221 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for commercial and residential development for a property generally located east of U.S. Highway 27 and south of Windsong Oak Drive, as legally described in Sections 25 and 36, Township 20 South, Range 24 East, and Sections 30 and 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Windmill)**

Commissioner Pederson introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Mayor Christian requested comments from the Commission and the audience. There were none. He then stated this item will layover until the June 28th meeting.

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Contract**

for Purchase and Sale between the City of Leesburg and The Villages Land Company, LLC for the purpose of setting forth the terms under which The Villages Land Company, LLC will acquire certain real property from the City of Leesburg; and providing an effective date.

ADOPTED RESOLUTION 10,864

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Pederson made motion to adopt the resolution and Commissioner Burry seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Pederson commented that he truly thinks we are selling this land too cheap. He believes we should have an appraisal performed on the property. This is going to be some very valuable real estate down the road and he is real perplexed that we are selling it for twenty thousand an acre. He understands the Villages Development and everything going on, but he just cannot get his hands around this one. **CM Minner** stated he has spoken with Commissioner Pederson on this and he understands his concerns, but the larger picture in this sale is really the partnership with The Villages. When we endeavored to sell The Villages essentially the eastside of the 470 Turnpike corridor we encumbered about fifteen hundred acres of city property. The history of that city property was sludge disposal, land application, and reuse irrigation use spray, it was modified in 2020 and again in 2005-2007 for an industrial park. For various reasons the subsequent modification to the industrial park really did not work, but the initial 2004 CR 470 plan that was adopted by the Commission in the early 2000's did work. Long story short, the City never saw industrial development in that corridor and never really saw anything occur in that corridor until December 2016 when The Villages offered to purchase the fifteen hundred acres from the City. Now having said that, we did have a sale of property with Coreslab and we also had a sale of property to Intellisteel to relocate out to that corridor, but as we moved forward with The Villages there was one thing that made that property developable and that was The Villages was a corporation, big enough to take the City's reuse without moving reuse off of that fifteen hundred acres. You would never be able to sell it or we would have to do it. So in English what does that mean to develop that fifteen hundred acres of property, you would either have to find a partner big enough to take it from us or we would have to develop it a different way to get rid of reuse. Mind you we did get a different way to redevelop sludge application and instead of the field application we went to compress and the patty issues, which honestly is a more environmentally friendly process of the day but in moving forward with The Villages we ultimately determined that at that time, which was the contract of May 2017, that we could not sell the southside, which was approximately four hundred and fifty five acres. We could not sell the southside because there was no place to put the reuse until we came up with one, so at that time we deleted the southside from the agreement. We sold approximately eleven hundred acres to The Villages which is the North 470 property. They have moved forward and their plan is to start developing that property in earnest the summer 2022; with their estimated sales to be done late summer 2023. Still in what they originally promised of 2.6 acres of units so about thirty two hundred acres; doing the math that would be about seven hundred and fifty million dollars of investments to the northside times seventeen mills countywide. The schools would be getting six, which is their mill and we are four, and everyone else falls out, so it is a considerable value. We have always talked about the value of this sale and it is not in real estate because we cannot sell it unless we come up with a different way to deal with reuse. Through The Villages we did that and that opens up the development and we could not even do that for the industrial parcels, only a few of them so those parcels we learned were not as good as

we anticipated because we could not get rid of the reuse, but with The Villages we did. If we can find another party that can take the reuse, yes or we have to go and design our own system to get that reuse water. It came down to do you want sell the property at value which is zero because we do not have it or do we want to take a lesser value for the property and have real estate development and taxes and perpetuity. So, we sold the property for seven thousand dollars and acre, which did appraise in 2017 and we are looking at seven hundred and fifty million in taxable value development. That ended the story in 2017 and since that sale obviously the world has changed, development has taken off, and life is a little different, however, on the southside not only do we need to find a partner for reuse or do it ourselves, but in so doing because we did not have a place for the reuse we put a covenant over the southside of that property that said we would not sell that property. We agreed with the property which is called the 163 agreement. We agreed with The Villages and said we would not sell this property to anybody else unless we could demonstrate to The Villages, to their satisfaction, that we had another place to put reuse and they cannot hold that unreasonably. In essence while on the surface it looks like this is valuable property, it is not. You cannot go sell it McDonalds, or a WAWA or to anyone without The Villages' permission or your ability to demonstrate that you have gotten rid of reuse because that brings down the value of the property. So, instead of seven thousand dollars an acre, and he tried to beat up The Villages the best he could, he got twenty thousand an acre. From Commissioner Pederson's perspective, he understands in the global picture that acreage is worth more than twenty thousand an acre.

He gets it, but it is not because we tied our hands, he does not want to say we tied our hands incorrectly because in selling this property there are two big issues that occur; realignment of the roads, which is probably the biggest issue. The Villages is coming and their plan is that they are working down from the CR-44 and Morse Avenue corridor down the Sumter/Lake County line, jumping over into our area across the turnpike filling in the northside and then moving back to the west and then back up. That is their circular growth pattern and to serve that circular growth pattern Megason Avenue is being designed and constructed. Megason Avenue is essentially the extension of Morse Boulevard as you drive down CR-44 heading west to US 301, on your right after you pass the new Publix plaza and the new bridge, which serves the southside of the development by Morse Boulevard. That extension goes to CR-648 and off of that will be Megason Avenue and Megason Avenue will then come down all the way through and cross over the turnpike and dump back into the 470 property and connect to 470 just west of the S-curves. That intersection of The Villages hopes a few other things will happen with more growth on the westside of the 470 turnpike intersection, which is Villages driven by their growth on the north potentially revisiting the last four hundred and fifty acres of our property and more growth there. There are three holdovers; our sewer treatment plant, the moss plant, and the CR-470, Mr. Smiths property, all connected via easement to an aligned intersection just west of the S-curves along the twenty acre corridor. So this sale allows the proper alignment of the roadway with the development that is coming and will potentially allow development of our southern property and future sale to The Villages. Mind you just on the math two point six eight acres a unit over the eleven hundreds we sold them yield a seven hundred and fifty million dollars of assessed value. If the same math is going to be true on the southside so it is four hundred acres times two point six that is going to be about three hundred and fifty million of assessed value. There is another one point five million dollars of annual revenue a year for the City. Northside, that is about two and half three million in perpetual revenue a year, the southside about a one point three million in perpetual revenue a year forever. He understands the argument that we should be getting a hundred, a hundred twenty or a hundred fifty an acre verses twenty an acre, but we will never get it because of the reasons he mentioned. This sale is increased over the seven thousand and we get a safer road for the corridor and there is future growth. With all that proposed throw your hands up over what the value of property should be and think governmentally and developmentally on what is going to get you the perpetually dollar long-term and with that he recommends that the City Commission sell the property to The Villages. **Commissioner Pederson** responded he does follow that and he appreciates The Villages investment, but he wants to be clear, we are moving the road over so they are going to

eventually punch a road further to the south through our spray field. **CM Minner** answered yes. **Commissioner Pederson** then said that will make it more valuable, but we can only sell it to them, making it a free market and we cannot sell it to anyone else. **CM Minner** replied that it will be more valuable once there is a place to get rid of the water. **Commissioner Pederson** commented that it is not a free market because we can only sell it to The Villages; it is hard to negotiate price when you cannot sell it to anyone else. **CM Minner** added they are only going to punch through and purchase that if there is a place to put the water or we figure it out before they do, which he does not think we will. **Commissioner Pederson** said he is getting ahead of himself, but wants to go on the record and say we are selling prime real estate at an intersection of the turnpike and 470 at twenty thousand an acre and that land is going to be very valuable one day. He could probably live with that if we had the right to sell the rest of our land, but now we cannot even sell the rest of our land; so we have just been outsmarted by The Villages. **CM Minner** stated we will agree to disagree. **Commissioner Pederson** added this is private sector verses government and we are just rolling over. **CM Minner** stated he does not think we have been out smarted by The Villages and if we had not done this deal we would not have seven hundred and fifty million of perpetual taxable value, which is going to benefit this community, the county as well as the school board. It is going to create thousands of jobs so he does not think we have been outsmarted, he thinks we made a growth move. **Commissioner Pederson** remarked that maybe those might not have been the best choice of words, but he is trying to represent the people of Leesburg. Yes, we need money to make our City better, but he feels we are selling land under value. He will be quiet, he started this out with an appraisal but he always thought we had an appraisal. He does not know the guidelines for an appraisal, he thought when we bought or sold property we had to have it appraised. **Mayor Christian** asked if we had it appraised would the appraiser consider the covenants talked about and the value of the land. **CM Minner** responded that if it were a good appraiser they would. **Commissioner Robuck** stated the one thing that has been left out is the gas part of this whole deal. We do not want to sell that property to anyone but The Villages. First, we cannot because we would spend millions of dollars to get rid of that reuse and they are going to take it for free. Second, they are going to build a nicer product than anyone else will in the area. Lastly, and this is the big one, we are going to have gas in everyone of those homes and that is almost as much money as the property taxes forever. Nobody else is going to put gas in there because they do not have that deal; so the gas alone cannot be overstated. One other thing he will say for everyone is if you are a good partner, they are a good partner; they will do everything they say they will do. If you screw around and try to go get or do something to piss them off because there is a reason why they have not developed in Lake County in thirty years. They came to Leesburg to do it now; finally, because Lake County pissed them off thirty years ago. So, we have a good partner that is doing everything we have asked for and we are going to get all this ad Valorem and gas money on it and we should be careful on how we deal with it. **Mayor Christian** commented he was where Commissioner Pederson is a few years ago, but being on the Commission and 470 has always been a headache for him because he thought it would be the commercial and industrial corridor for Leesburg and that we would have high paying jobs. We wanted to do aerospace and that tanked and burned and then we found out that reuse was an issue and we found out how much it would actually cost and it was about one thousand per acre. With The Villages, they are doing what they say they are going to do and of course he was one of the reluctant ones who said why do this for fifty five plus there is no workforce housing, where is housing going to be to support all the residents and the restaurants, but hopefully when he leaves someone can take that million dollars that the City Manager is talking about about out of the taxes and reinvest it in other parts of our City. That is one reason that he is supporting this because he hopes that the Commission will be strong enough to not allow this perpetual tax dollars to come to our City and stay in 2027 and make the rest of Leesburg better. He agrees if we do an appraisal and they come and say it is worth a hundred thousand, but do not tell us that you have a covenant that until you find reuse it is really not worth a hundred thousand. That is his only concern and he spoke with the City Manager about this earlier because those were some of his same concerns, but it does open some other opportunities for us down the road and in the end he believes this would be best for Leesburg. **Commissioner Pederson**

commented that his intent is to not aggravate The Villages even though he probably did. He is a real estate professional and he just cannot sit there and rollover and say lets sell real estate at the turnpike, a future major intersection, for twenty thousand an acre. It just does not sit well with him, but it sounds like he is on an island by himself so he is fine. **Commissioner Burry** said his only comment is what if we do not sell it to them, does that then jeopardize the road coming down. **CM Minner** stated he does not want to cry sheep, but yes that it would jeopardize the purchase of the south and it also jeopardizes the development in Lake County and Leesburg on the westside of the turnpike. Remember there is a lot of acreage from 470 and the turnpike intersection west, north and south of 470 to the Sumter County line. That intersection and that location serves that development as well and that whole corridor needs to be looked at and that is not the last time we are going to be talking about that, but he would urge this body to do our part to make sure that corridor gets developed and that it develops the way we want to see it and the way it benefits Leesburg and Lake County residents. Unfortunately, we have to eat a little bit of the real estate price. **Mayor Christian** said we are talking about twenty thousand for eighteen acres and then four hundred plus that may come later. **CM Minner** stated the four hundred plus would probably be before the body in the next three to five years. **Mayor Christian** stated that he thinks it is one of those things where he sees the twenty acres and he was fussing about the seven thousand dollars an acre because he thought that was too low, but the City Manager convinced him. **Commissioner Pederson** interjected that he does not want to beat this to death, but you cannot compare the twenty to the seven. If selling to the private sector on this land they would not be selling it for twenty thousand dollars an acre, but he is coming around a little bit. **Mayor Christian** added that he has some friends in Wildwood that did the same thing where they said no and The Villages built around them and now they have some land where they could have gotten a hundred grand, but they wanted a hundred and twenty and now they have a big huge wall in front of their property. **Commissioner Pederson** said he is still learning and trying to understand the government side, sorry he is a private sector guy, he looks at it like he appreciates everything The Villages is doing and he does understand the revenue, but they would not sell us land at a steep discount so that is what troubles him. He does not want to aggravate The Villages, but is sure he already did. **Mayor Christian** commented he is upset that his mom did not buy property on 470 years ago. **Commissioner Robuck** said he does not know if it will help, but the way he thinks about it is we get to sell it but we also get to keep it because they are paying us rent every year in the form of taxes.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Burry	Yes
Commissioner Pederson	No
Commissioner Connell	Yes
Mayor Christian	Yes

Four yeas, no nays, the Commission adopted the resolution.

2. Discussion Item:

Pat Thomas Field Grandstand Painting

CM Minner stated that Commissioner Connell asked him a couple of months ago to talk to the Commission about painting Pat Thomas so essentially there are two avenues and we put two concepts in the packet, but essentially the outside the grandstand areas and the inside needs some TLC. Just to repaint, and this does include the concession stand, will cost about thirty grand. We recommend two schemes, go back with the beige and greens or go to a white and green scheme and the white color that

we would get is more of an off-white that matches this facility so you would have more a unison between the facilities. That is option number one, the two options being the colors. Since we did this rendering we will need to flipflop the city seal and Pat Thomas unless we figure out a way to put the air-conditioning unit that is actually hidden behind the city logo, so we would need to either relocate that or redo the signs. We do think the city logo should go up on that to match all the facilities and make it nicer looking. Referring to a rendering of the infield he stated the next thing that needs to be done that hold up the roof of the grandstand needs some TLC as well; sandblasting and some clean up, the railing along the grandstands all need to be repainted and we do not know the exact number on that because that work is pretty intricate and we think that if we do the painting and the ironwork, you are looking at about a hundred and fifty to a hundred and seventy five. Right now, he can say that the draft budget has a hundred budgeted to do this project and his recommendation is that we take care of this facility, get it up to snuff with our other facilities, and through the budget process endeavor to get it done. He would like the commissions' direction on which way they would like to go; if they want them to go cheap and just do the thirty grand or do it all right, which is his recommendation, and then he would let the commission leave it to staffs' judgement to use the beige or white and come up with the right match of the facilities.

Commissioner Connell pointed out he asked the City Manager to take a look at this and get some estimates because Pat Thomas is a landmark in the City and he thinks it should be a part of our overall redevelopment of Venetian Gardens. He would agree with the City Manager that if we are going to do this, we need to do everything. He did ask John Meier to come tonight since he spends more time at Pat Thomas than anyone he knows and he felt that if we are going to go ahead and take this on and do it now that there are a few improvements that John Meier has that he thinks we should consider as part of this and maybe do them all at the same time.

Mayor Christian commented that he also spoke with the City Manager on this and wanted to know if this also includes exterior lights. **CM Minner** answered no it does not. He then asked if he is talking about exterior lights in the parking lot. **Mayor Christian** said outside on the building so if driving down Dixie and he looks over would there be lights. **CM Minner** said no, but what they work on that if they wanted exterior lights on that building to kind of dress it up. The parking lot they would do that through the electric department and then you would be looking at a perpetual cost and a typical lease for a light pole of about fifty dollars a month.

Tyler Brandenburg thanked Commissioner Connell, the Mayor and the rest of the Commission for bringing this up on the agenda today. As mentioned John Meier probably spends more time at Pat Thomas than anyone else ever; he loves that place more than anything and they have done a great job the last fifteen years with the Leesburg Lightening to make sure good use comes out of it. He also serves as the president of the Leesburg Lightening and serves on the high school athletic booster club board, probably the two main uses of the stadium as of now. He thinks as you all have invested so much in Ski Beach and the Venetian Garden rebuild and revitalization that Pat Thomas is the next logical step. Since entering the Florida collegiate summer league with the Lightening over the last fifteen years they have lead the league in attendance each year, do not charge admission, and pride ourselves on being a family friendly atmosphere for the community all summer long. That continues this year, and Commissioner Burry was at opening night to throw out the first pitch but unfortunately that game did not occur as planned but we did make it up over the next couple of days. The Lightening are currently 4-2 in the season, playing good baseball, they have a good team and he encouraged everyone to come out and watch. To the point of what we are talking about tonight, he thinks the grandstand painting is far overdue and as Commissioner Connell stated it is a historic place; it was the first lighted ballpark in the State of Florida back in 1938. There is a lot of history through the Florida State League over the years with minor league baseball and he thinks down the road that is potential to get back and bring into the tours and drives into the City of Leesburg. The grandstand painting would be ideal and there are some other

projects they think would be reasonable, within the budget, to continue to enhance Pat Thomas. Some safety features along the concrete bleachers on the righthand side down third base similar to what was done at Leesburg High School, build on a small step along the way so it is not such a steep step and maybe put in some handrails just for some added safety. Improving the lighting in the grandstand, all the lights in the top of the covering, half of them do not work, and they are long overdue for some maintenance. Maybe add some fans just to blow some air around that could help with the blind mosquitos during those hard times would be very helpful as well. The concession stand could use some minor improvements with just some recessed lighting and some entry vents at the top. The City did give them a shed for the concession stand grills and some coverings that has been very helpful. We try to be good stewards, we try to give back where we can and none of us get paid for what we do with the Lightening so anything extra we have at the end of the year we try to put back into the stadium to continue to improve the community. Any support the city could provide would be greatly appreciated and they would love to go through and show some of the areas that could be approved at minimal costs and see how we can continue to improve the entire area. We appreciate the consideration and the city's continued support. **Commissioner Connell** questioned John Meier on the press box that he sits in on whether the roof leaks. **John Meier** responded that in the past couple of years they have had quite a few leaks up there and the city has worked diligently to try and repair those, but obviously he thinks its the concrete roof on top of the stadium that is actually leaking and it is leaking down on top of the press box roof and coming through. Last year they actually had a piece of the ceiling fall on us while the game was going on. It kind of startles you when it happens. **Commissioner Connell** asked with him being in the press box all the time, does he think when that unit projects out into the front that the City Manager was speaking about that we are looking to put our logo could that be moved to one of the sides of the press box to get it out of the front elevation. **Mr. Meier** answered that he does not know if you could move it to one of the sides unless you expand the press box to make it like a two tier or if it would go forward some to that railing. The other thought is maybe if you split the unit or something up on top of the roof that would be more ideal and that way it would get it off of that front wall especially with that air conditioner where the drain drips right down on the entrance where the fans walk in. If we had a split unit or something like that up there where you had the compressor and all sitting up on the roof and just a blower on the inside of the press box that would be more than ideal. **Mayor Christian** asked if the City Manager could look at this. **CM Minner** stated his feeling is that the Commission is okay with this so he will get the Parks and Recreation Director on it and they will get more research and get the project right for FY 2022. **Mr. Meier** asked if there has been any consideration on a marquee or anything out there at the Dozier and Dixie entrance. **Mayor Christian** commented that the City Manager was supposed to do that last year. **CM Minner** said the Commission told him not to, he tried to get them to spend a couple million dollars to spend on that intersection and was told no, and that was part of that. **Mr. Meier** remarked that the reason he was saying that is it could be three-fold, it could be for the stadium, for the community building and any other activity. **CM Minner** said part of the million dollars was for a sign but he supports the collective wisdom of this body and somewhere we have about a hundred grand squalled away for a sign that is probably three purposes, we have the restaurant yelling at us, the Venetian Center and now Pat Thomas. We were trying to hold off on that and incorporate it all but it looks like we need to get the sign up.

Commissioner Burry said as long as this is on the table and this is something he has talked to the City Manager about a little bit, he asked Mr. Brandenburg if he had considered maybe bringing in the right field fence and go taller like a green monster type thing in order to free up more real estate along the basin for future commercial development like restaurants or more lakefront availability. He does not know if this is a possibility but it is an idea. **Mr. Brandenburg** said there is always possibilities, this is something we would have to take into considerations as that is where the score board is located and we also have a big life standard there that would have to be relocated so there is more to it than just moving in the fence. **Commissioner Burry** said he understands but there is also prime lakefront. **CM Minner**

thinks it actually is a really neat concept because if we are going to grow the basin commercially and he thinks once the restaurant is built and folks see it that there is going to be a larger demand. The next spot we have is to probably demo the health clinic and use that spot and move the health clinic out to the FOE building, which is now the Boys and Girls Club because the Boys and Girls Club is moving to the new Teen Center so then that becomes another spot. Then if we can figure and put in a right field green monster, he thinks they have some other potential commercial property they could lease and really make the basin a commercial recreational marina attraction for the chain.

Commissioner Pederson stated he fully supports Pat Thomas Field and doing it right.

Commissioner Robuck likes all these ideas and stated that we need to talk to the Partnership and the CDC and see if there are some easy and inexpensive ways that would make the venue more friendly for other types of events, he does not know what that is because he is not an event person but we should consider it. **Mayor Christian** said he would love to see some concerts. **CM Minner** said we had one with the Rotary Club where there was a cover band for Jimmy Buffet and they had that big parrot head thing. **Commissioner Pederson** commented that he attended that event and it happened on the field in the stadium. **CM Minner** then said we could have some mixed uses between May and August and then during the winter we could make that the concert season.

Mayor Christian asked about the speaker system. **Mr. Brandenburg** replied it could use an upgrade. **Commissioner Pederson** commented that this sounds like something we need to talk about during the budget process because it sounds like we are going to be spending more than a hundred thousand now. **Commissioner Connell** added the paint job itself is a hundred fifty to a hundred seventy five and with these other improvements plus or minus, we are looking at a quarter of a million, it could be more, but we have spent a lot of money on other major projects in the city and Pat Thomas is a land mark and it is a landmark amongst all of Lake County, especially as ballparks go. It is time that we actually reinvest some back into Pat Thomas. **Mayor Christian** agrees and thinks it is a great idea. Other cities are trying build what Leesburg already has, so he thinks we need to improve what we have, we can be something very special in Lake County. **CM Minner** said he will get a good number, an item list, and bring it back during the CIP's at the budget workshops.

3. Discussion Item:

Leesburg Police Department Body Cameras

CM Minner stated he is looking for direction as the Mayor asked for this item to be placed on the agenda. This item was visited a year ago almost to the date in a budget workshop to purchase body cameras for the LPD or not too purchase and to summarize he would say that the feeling of the Commission was we would probably need to do this, but we hope there will be Federal money out there so lets wait and see.

A year has passed and he thinks the policing issues of the day, and some of the retraining and these types of things, are leading to body cameras that are probably going to be a necessity in police work. Most departments are going that way, especially Lake County, the Sherriff Office has moved that way, Clermont, Tavares, Mount Dora most of all the major municipalities in Lake County have gone to or are going to body cameras. Long story short, his recommendation to this body is that for Fiscal Year 2022 we plan it. Having said that we brushed up the numbers, they were in the packet and we are estimating 75 body cameras with a five year life expectancy having a cost of five hundred and eighty thousand. We would recommend that you amortize that over five years and that would cost about a hundred and ten thousand. Then with the public records issues, you are looking at a position all in benefits and all that of about fifty five a year, which is to categorize, file, hold on to, retrieve, delete all the tape that will be

generated, so that will be a full time position that will be an all in cost of a hundred and seventy five thousand a year. This afternoon the chief actually informed him that the DOJ did open up a grant very recently and the deadline to file is July 12th and that body cameras would be funded but its a maximum of about only a hundred and forty thousand dollars and it is a one time grant and its only for eighty agencies. His recommendation as we move into Fiscal Year 2022 to budget for the body cameras. We do that between a mixture, because we are sitting on about six hundred thousand dollars of law enforcement impact fees, so we would use the law enforcement impact fees to cover the debt and use general fund to cover the personnel costs and apply for the grant. We should know by Fiscal Year 2022 if we get the grant and that will **a leave** the fray a hundred and forty thousand of the cost which year one would be a hundred and forty thousand grant and then he would throw the thirty thousand of law enforcement fees so at least year one you could defray that and then look at it for year two. So basically, we are just looking for the nod of your heads to say okay put it in the budget and lets talk about it some more in the workshops.

Commissioner Connell asked if the Villages pay the police impact fee. **CM Minner** replied yes, The Villages does pay police impact fees. **Commissioner Connell** then asked if we generated ballpark figures what that will create. **CM Minner** answered not to hold him to this, its not big, but it is about a hundred an fifty dollars a unit so that would be a hundred and fifty dollars a unit times three thousand. **Mayor Christian** said he went over to the Sheriffs Department, did a day training for some leaders in the community, Lake County and took some simulations and talked about internal affairs and investigations and they talked about some of the issues they are having and the fact that they went to body cameras. He talked to the chief a little bit about it but more so he had some complaints where people would call in and say the Deputy did this and they would say we have body cameras and they can look at the tapes and then the people say never mind. Its not that people are being dishonest against law enforcement but it does protect law enforcement, as well as our citizens, where if something does happen they do not look at us and say are you just going to trust the cop and whatever the cop says, but now we will also have body camera that backups everyone and will prove or disprove anything that is said. Then he hears about the other agencies in Lake County Clermont, Tavares and Mount Dora and we talk about it being a credited agency at the Sheriffs Department and we talk about transparency and he thinks Leesburg should not be the agency that is in the newspaper that says something happened and we had no way to defend ourselves. He thinks we are far behind the body camera issues and he knows there is a lot going on in our nation and our city should have our officers prepared for any issue that they may face and they do a dangerous job. He went through some simulations and he shot everybody he did not give anyone a chance, he did not defuse anybody, so he does not know how anyone can be a police officer in this day an age because it is a thankless job. He takes his hat off to the men and women that wear that uniform, so whatever we can do to protect them and the residents, he thinks the cost is not an issue as it is more important to make sure everybody is safe on a very dangerous job in our city. He fully supports the body cameras if we can get that grant great, we have an impact fee that we charge new residents coming into the city so he thinks we are financially sound, but this is too important in todays law enforcement environment.

Commissioner Pederson said a year ago he was against this as he thought we could spend the money more wisely and he did not think it was needed in Leesburg, but things have changed over the last year and he is fine with it. He thinks it is smart to put it in the Fiscal Year 2022 budget and talk about it.

Commissioner Robuck agrees and the one big concern that remains is the whole idea of how they decide when to turn it on and off and is it automated; that is something staff really needs to research.

Commissioner Burry stated he is in favor of this.

Commissioner Connell said he is also good with this.

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. Financial Reports as of April 2021

There were no comments on this item.

8. CITY ATTORNEY ITEMS:

CA Morrison had nothing this evening.

9. CITY MANAGER ITEMS:

CM Minner had nothing this evening.

10. ROLL CALL:

Commissioner Pederson had nothing.

Commissioner Burry had nothing.

Commissioner Robuck laughingly thanked everyone for the discussion items at the end of the meeting when everyone is tired.

Commissioner Connell asked where we are with the pavilion over in the Beverly Shores area. **CM Minner** said let me square up with you on that after the meeting and we will hit up the Director of Public Works.

Mayor Christian congratulated the City of Leesburg and the Resource Center for being awarded the Resource Center Community Partner of the Year by Lake Tech. **CM Minner** said that was a neat one and a lot of credit needs to go to Ken Thomas, but the City was recognized by Lake Tech at their annual graduation and we received the business partner award. Essentially, we received the business partner award because of the role that Ken Thomas played with Dr. Culpepper and the group from Lake Tech in keeping the Resource Center open and making classes available to folks getting their GED during the pandemic. So hats off to Ken and those folks because that was a nice award. A keynote to the Mayor who pushed pretty hard to getting that facility built and we wondered what we were going to use that facility for and that award really sums up the purpose of that facility helping folks in need find education, find jobs and putting people in the right direction. That was a neat award to receive. **Mayor Christian** said on tonight, he knows Commissioner Robuck spoke briefly on the Hanover issue, but he talks about our school systems and he hears the residents saying that our schools are in trouble, but when you start talking about putting three hundred thousand dollar houses with families and those children in our schools he thinks it will level the playing field. He received a call from a principal who said she was

looking for housing for her teachers in Leesburg because they are living outside of Leesburg, driving into our city and they want a place to live and he thinks for us to let our residents know growth is going to come to Leesburg. In the early 2000's we were the Commission that would have said no when five people came to the meeting and they built elsewhere and now our school system is suffering from some of the decisions we made so he wants us to be real thoughtful, careful, and deliberate to make sure that we are looking at growth that is not always a negative to the totality of our city on school systems, roads. He hates to say it but US-27 is going to be a hot bed that is the turnpike people want to go to Orlando, the guy admitted he drives to Universal Studios so people want to get to Orlando and Leesburg has become a place where people want to live and that is a credit to our staff and this commission for making Leesburg a place and a destination. You try talking about the Partnership, Pat Thomas, Ski Beach and the many amenities that Leesburg has and this is a place where people want to move to and our meetings are going to be longer because people are going to come because they are going to complain about people wanting to be a part of our city. He just wants them to know that there may be more seven thirty meetings where people are going to come in to our great city.

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

The meeting adjourned at 8:32 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: June 28, 2021

From: Mike Thornton, (Purchasing Manager), Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Team Fishel, Inc. to provide labor and equipment to the City of Leesburg Electric Department for the construction of two Leesburg Electric utility projects for an amount of \$1,527,435.00; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the construction services agreement with Team Fishel, Inc. for the construction of two Leesburg Electric Department projects for an amount of \$1,527,435.00 for the two projects.

Analysis:

The purpose of this contract is for utility work and construction within the City of Leesburg electric utility. There are two projects and they involve rebuilding existing feeder L65 that runs from North Substation at Marcella Way to Main Street. The second project will extend feeder L69 from North Substation at Marcella Way to Casteen Road.

Scheduling and Project Scope

In order to meet this accelerated schedule, it is necessary for the City of Leesburg to outsource the building of the reconductoring project on CR 469 from Marcella Way to Casteen Road. The first portion will be a double circuit from Marcella Way to South Street and then continuing a single circuit from South Street to Casteen Road. Our desire is to begin the project in July of this year and complete the upgrades by the end of the calendar year to be prepared for winter loading.

Territorial Swap

At the request of The Villages development company in an effort to prevent a large residential development to be split between two different electric utility providers, the City of Leesburg and Duke Energy Florida completed a territorial swap exchanging a section of the Carter development with the St. Catherine development. This resulted in an increase in both the number of units served (850 units to 915 units) as well as the time when these units would be built.

Procurement Analysis:

Finding an electric utility contractor for these projects has been problematic. There are many factors within the electric utility sector that have caused a shortage of contact labor. Many of those factors are discussed below.

Resources throughout the State

Across the electrical industry all utilities have been managing the departure of a predominantly older workforce. The booming economy of the 1990s saw a high level of growth coupled with the hiring of field personnel. As the workers are nearing retirement age many utilities are actively working to recruit new line workers.

Utility growth within State

Many utilities including the City of Leesburg is experiencing a high level of growth. Even with COVID-19 impacting residential and commercial building activity across the nation we have continued to see a steady level of activity and expect to see high levels well into the next few years.

Additionally, the Investor Owned Utilities within Florida have been given permission by the FPSC to construct and improve numerous reliability improvement projects over the next ten years further pulling on contractor resources.

Many of the contractors found in Florida are continuing to work in Texas and Louisiana in order to rebuild and improve many of the electrical systems damaged and/or identified during the storm activities in both regions.

The Procurement Division issued a pre-qualification phase to 'pre-qualify' utility contractors. Those contractors that were pre-qualified were then invited to submit bid responses for the two projects. There were 7 pre-qualified contractors that were invited to submit bids. Of the 7 contractors only 5 indicated they were interested and reviewed the bid package. At the deadline for bid responses the City received no bid responses. Procurement polled the pre-qualified contractors and the consensus response was the contractors did not have the resources available to meet our schedule. Most responded that if we could wait a year they would most likely have the resources necessary. Most contractors were committed to the investor owned utilities or were mobilized in other states such as Texas to work on utility system recovery.

During the survey process one of the pre-qualified contractors, Team Fishel, Inc. indicated they would have crews currently in Texas coming available and could work with us on and would develop a proposal. Team Fishel, Inc. provided the proposal included here. Electric Department review of the costs and compared to current contract pricing elsewhere has determined the cost to be reasonable. Staff would like to note that the proposal cost is for supervision, labor, and equipment. The City will provide all material to be incorporated into the projects.

In order to meet the timelines procurement and department staff believe this is the best, and at this time only option to ensure the projects are completed.

Options:

1. Approve the resolution authorizing execution of the Agreement with Team Fishel, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

These improvements are part of the Villages Capital Project and included in the current budget.

Account No. 041-1099-531-xxxx

Project No. Various

WF No. WF1293792 & WF1286064

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH TEAM FISHEL, INC. TO
PROVIDE LABOR AND EQUIPMENT TO THE CITY OF LEESBURG
ELECTRIC DEPARTMENT FOR THE CONSTRUCTION OF TWO
LEESBURG ELECTRIC UTILITY PROJECTS FOR AN AMOUNT OF
\$1,527,435.00; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a Construction Services Agreement with TEAM FISHEL, INC. whose address is 19543 Democracy Street, Groveland, Florida 34736 providing supervision, labor, and equipment for the construction of two (2) electric utility projects.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28th day of June 2021.

Mayor

ATTEST:

City Clerk



19543 Democracy St.
Groveland, FL 34736
(352) 429-4007

May 14, 2021

Attn: Mike Thornton

RE: City of Leesburg work orders; 1286064 & 1293792

Dear Mr. Thornton,

The following price reflects our cost proposal for the scope of work outlined in work orders 1286064 and 1293792 provided by the City of Leesburg.

WO 1286064 - \$981,551.01

WO 1293792 - \$545,884.00

The below exceptions are not included in the pricing above:

If System Operator is unwilling or unable to provide line clearance, system switching or work clearance will result in charges based on T&E.

Delays due to design errors or unrelated scope changes will result in charges based on T&E.

Delays due to customer impact or interference will result in charges based on T&E.

Pricing assumes normal working hours 6am – 6pm. Any working hours required outside normal working hours will be charged based on T&E.

If you have any questions or need any other information, please don't hesitate to call.

Sincerely,

Thad Lopez
Area Manager
Groveland, Florida
352-429-4007 Office
863-307-1403 Cellular

teamfishel.com

AGREEMENT FOR CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 28th day of June in the year 2021, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **TEAM FISHEL, INC.** whose address is 19543 Democracy Street, Groveland, Florida 34736 (hereinafter referred to as the “CONTRACTOR”).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Supplemental Conditions incorporated by reference and included here as Attachment ‘A’
- c. Electric Department Construction Standards incorporated by reference and made part of these Contract Documents; and
- d. Construction Packages provided to CONTRACTOR by the CITY included her as Attachment ‘C1’ and Attachment ‘C2’; and
- e. CONTRACTOR proposal included as Attachment ‘B’.

2. **Scope of Services.** The CONTRACTOR shall furnish all labor, supervision and equipment necessary to construct the projects generally described as:

- a. Project 1 – WO 1286064 – North Substation L65/L69 Double Circuit (Attachment ‘C1’)
 - i Also known as City WF1286064.
- b. Project 2 – WO 1293792 – Reconductor Feeders L64,69 (Attachment ‘C2’)
 - i Also known as City WF1293792.

Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work. Scope of Services are as detailed in Construction Packages provided to the CONTRACTOR.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed the amounts listed here for each of the Projects. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

- a. **Project 1** - \$981,551.01
- b. **Project 2** - \$545,884.00

4. **Invoices and Payment.** Payment will be made based on accurate invoices submitted by the CONTRACTOR no more frequently than twice monthly. Invoice amount will be based on the percentage of work completed multiplied by the Construction Cost of the Project being invoiced. CITY and CONTRACTOR will mutually agree to the amount of work and the percent of work completed for each Invoice prior to CONTRACTOR submitting an invoice for payment.

5. **Materials.** The CITY will furnish all material necessary for the CONTRACTOR to construct the contract projects in accordance with the Construction Packages. Any surplus material, scrap material, and removed material will remain the property of the CITY and transported from the jobsite to the Material Yard setup by the CITY.

6. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Commencement and Completion.** Following Contract execution the CITY and the CONTRACTOR will mutually agree upon a project schedule for the projects and work to be completed.

8. **Liquidated Damages. None**

9. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FOURTEEN(14) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the

CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries

and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

10. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

11. **Insurance Requirements.**

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the

City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and equipment supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

13. **Indemnification.** The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to ONE MILLION and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

14. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

15. **Permits, Licenses, or Fees.** The CITY is not award of any permits, licenses, or fees applicable to this work. Should any be identified in the future the CITY will be responsible for obtaining and paying for any permits, licenses, or fees.

16. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

17. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

18. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

19. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

20. **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

21. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

22. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information

Name/Title: Thad Lopez, Area Manager
Address: 19543 Democracy Street
City, State & Zip: Groveland, Florida 34736
Telephone: (352)429-4007
Email Address: tslopez@teamfishel.com

CITY Contact Information

Name/Title: Mike Thornton, Purchasing Manager
Telephone: (352)728-9864
Email Address: mike.thornton@leesburgflorida.gov

23. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

24. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

25. **Risk of Loss.** The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

26. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

27. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or

enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is following the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

28. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

29. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

TEAM FISHEL, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

John Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

Fred A. Morrison, City Attorney

Attachment 'A'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To insure the project is being constructed as designed.
- c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
- d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
- e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
- f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
- i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
- j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
- k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation, Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions).
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONTRACTOR shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the CITY, it shall, if required by the Project Representative, be uncovered for examination at the CONTRACTOR's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If

such work is found not in accordance with the contract documents, the CONTRACTOR shall pay such cost.

3. COLLECTION AND DISPOSAL OF WASTE

The CONTRACTOR shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONTRACTOR shall be responsible for the transportation and disposal costs of all waste construction materials.

4. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONTRACTOR will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

5. MAINTENANCE OF TRAFFIC

Where construction is located in public right of ways, traveled streets and roads, the CONTRACTOR shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONTRACTOR shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved MOT training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

6. PROTECTION AGAINST POLLUTION

The CONTRACTOR shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONTRACTOR shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

7. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work

performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

8. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONTRACTOR and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONTRACTOR by others are assumed to be matters governed by agreement between the CONTRACTOR and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

9. PROJECT COORDINATION

The CONTRACTOR shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONTRACTOR shall make adequate provisions to accommodate items scheduled for later installation.

The CONTRACTOR shall inspect both the substrate and conditions under which the work is to be performed. The CONTRACTOR shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONTRACTOR shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONTRACTOR shall reject damaged and defective items.

The CONTRACTOR shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

10. COORDINATION WITH UTILITY COMPANIES

CONTRACTOR shall coordinate with all utility installations. CONTRACTOR shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONTRACTOR shall coordinate the installation of "sleeves" for the utility companies as may be required.

CONTRACTOR shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

11. SUPERVISION

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project

Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTORS' risk.

12. CONSTRUCTION SUPERINTENDENT

CONTRACTOR shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

13. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONTRACTOR must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

14. SUBCONTRACTS

The CONTRACTOR shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONTRACTOR shall not employ subcontractors, unless they are approved by the Project Representative.

The CONTRACTOR agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

15. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The City Project Representative, and CONTRACTOR shall attend this mandatory meeting. The following items shall be completed:

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- b. Designation of Personnel representing the parties in Contract.
- c. Use of premises by CITY and the CONTRACTOR.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.
- f. Requirements for start-up of equipment.

- g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, City Project Representative and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. The finalized progress schedule will be acceptable to City Project Representative as providing an orderly progression of the Work to completion within the agreed to Project Schedule, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to City Project Representative as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to City Project Representative as to form and substance.

16. ORDER OF COMPLETION

The CONTRACTOR shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work with dates on which the CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts. The CITY retains the right to dictate to the CONTRACTOR the order of completion of the work.

17. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONTRACTOR be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONTRACTOR shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONTRACTOR shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
 - ii. Each RFI shall be given a discrete, consecutive number.
 - iii. Each page of the RFI and each attachments to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
 - iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.

- i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 - ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
 - iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
 - ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.
- d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications
- e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.
- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

18. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or ii. by mutual acceptance of a lump sum, or
- b. on the basis of the cost of the work plus a CONTRACTOR's fee for overhead and profit.

19. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

20. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

21. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONTRACTOR to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONTRACTOR shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the

CONTRACTOR, said stakes or marks shall be replaced by the CITY at the expense of the CONTRACTOR.

The CONTRACTOR will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONTRACTOR.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONTRACTOR shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

22. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONTRACTOR shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONTRACTOR except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

23. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

24. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONTRACTOR employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

25. THE CITY'S RIGHT TO DO WORK

If the CONTRACTOR should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONTRACTOR's expense.

26. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days notice to the CONTRACTOR in writing. The work shall be resumed by the CONTRACTOR within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONTRACTOR. The CITY will reimburse the CONTRACTOR for expense incurred by the CONTRACTOR in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

27. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion

- will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
- b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.
 - c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

28. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

29. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONTRACTOR to make payments properly to subcontractors or for labor.
- d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- e. Damage to another CONTRACTOR.
- f. Failure to maintain adequate progress.

- g. Damage to CITY facilities or assets resulting from the negligence of the CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

30. FINAL PAYMENT APPLICATION

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Transmittal of required project construction records to CITY.
- e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

After CONTRACTOR has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will

return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

31. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

32. ACCEPTANCE OF FINISHED WORK

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONTRACTOR shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

33. FINAL CLEAN UP

The CONTRACTOR shall complete all cleaning operations before requesting final inspection.

The CONTRACTOR shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONTRACTOR shall remove temporary protection and facilities installed for protection of the work during construction.

The CONTRACTOR shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONTRACTOR shall not burn waste materials. The CONTRACTOR will not discharge volatile, harmful or dangerous materials into drainage systems. The CONTRACTOR will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's

property. The CONTRACTOR will arrange for the disposition of these materials as directed by the CITY.

The CONTRACTOR shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

34. TREES

It shall be the responsibility of the CITY to protect all trees within the limits of the work and as determined by the CITY.

35. GUARANTY

CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal of Defective Work'.

All material installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, and physical defects, for a period of ONE(1) year and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONTRACTOR. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of CONTRACTOR hereunder.

36. INDEMNITY

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract.

37. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

38. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, or by the other CONTRACTORs, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

39. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONTRACTOR's work depends, for proper execution or results upon the work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONTRACTOR's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONTRACTOR's work after the execution of the work.

To insure the proper execution of his subsequent work, the CONTRACTOR shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

40. LANDS FOR WORK

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONTRACTOR shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

41. ACCESS TO RECORDS

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONTRACTOR that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

42. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is

as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONTRACTOR shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

43. CONTRACTOR'S UNDERSTANDING

CONTRACTOR has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

44. FAMILIARITY WITH LAWS

The CONTRACTOR is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from responsibility.

45. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONTRACTOR to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

46. SAFETY AND PRECAUTION

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the Work and other persons and organizations who may be affected thereby;

- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to CITY.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from Engineer or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

47. RECORD DOCUMENTS

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such

documents to Engineer, the CONTRACTOR shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

48. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- b. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled "Utilities" refers to the entity having legal owner-ship of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.

Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts

or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONTRACTOR discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONTRACTOR shall promptly notify in writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONTRACTOR shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONTRACTOR shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.

49. PHYSICAL CONDITIONS

- a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- b. Unforeseen Conditions: CONTRACTOR shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONTRACTOR. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

50. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONTRACTOR indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONTRACTOR.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by CITY or CITY to withhold payment to CONTRACTOR.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONTRACTOR's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

51. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of

Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONTRACTOR until final payment.

CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

52. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified). All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given Engineer timely notice of CONTRACTOR's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

If required by Engineer, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

53. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's

evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

54. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish

to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONTRACTOR is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

[END OF ATTACHMENT 'A']

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: June 28, 2021

From: David Johnson, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to renew an existing Interlocal Agreement between the City of Leesburg and the City of Tavares, Florida for the provision of Automatic Aid for Fire and Rescue Services; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution extending the Inter-local Agreement with the City of Leesburg Fire Department and the City of Tavares Fire Department.

Analysis:

City of Leesburg Fire Department and its neighboring cities desire to maximize cooperation among cities and promote a stronger fire and emergency service. The automatic aid agreement will allow the City of Leesburg and Tavares the ability to improve service without adding additional cost to the existing service model.

Procurement Analysis:

None

Options:

1. Approve the Extension of the Inter-local agreement that will allow the City of Leesburg and Tavares to assist each other for the provision of fire and emergency services; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The adoption of the inter-local agreement will not create any additional expenditures for the City of Leesburg. The adoption will reduce future cost as the City of Leesburg continues to expand it's boundaries.

Submission Date and Time: 6/23/2021 11:45:20 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO RENEW AN
EXISTING INTERLOCAL AGREEMENT BETWEEN THE CITY OF
LEESBURG AND THE CITY OF TAVARES, FLORIDA FOR THE PROVISION
OF AUTOMATIC AID FOR FIRE AND RESCUE SERVICES; AND
PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement between the CITY OF LEESBURG AND the CITY OF TAVARES, FLORIDA for the provision of automatic aid for fire and emergency services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28th day of June 2021.

Mayor

ATTEST:

City Clerk



and other activities that will enhance the ability of the fire departments to fulfill their missions.

5. It is expressly understood and agreed that the party first to respond to the scene may serve as initial incident commander exercising command and control functions within the other's jurisdiction until relieved by an official from the primary jurisdiction having authority. The initial responding party will then fall under the chain of command of the jurisdiction having authority.
6. Nothing in this agreement shall limit the ability of either of the parties to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this agreement.
7. The City of Tavares and the City of Leesburg shall retain ownership of any equipment or property it brings to the performance of this agreement, and each shall retain ultimate control of its own employees.
8. Participants in this Automatic Aid Agreement do further agree to the following standard service criteria as the primary response system elements of this Automatic Aid Agreement:
 - A. The Automatic Aid Agreement allows the closest, most appropriate emergency response unit to an emergency to be dispatched automatically-regardless of jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit.
 - B. All participants will use standard procedures. A standardized Incident Management System (IMS) provides for efficient management of the emergency and for the safety of firefighters. The Incident Management System for use by Automatic Aid participants shall be NIMS.
 - C. It is the desire of the Automatic Aid participants to explore other opportunities for joint training, including entry level training, mini academies, refresher training and systems training. By training together and using common procedures, participants have a higher level of confidence in each other.
 - D. Participants shall use standardized apparatus response criteria. Lake County EMS Dispatch can tailor the response to specific types of incidents by jurisdiction or part of a jurisdiction. This includes the capability to automatically dispatch selected specialty units.



E. Participants agree that automatic aid is reciprocal. While automatic aid does not ensure that a municipality will receive the exact same amount of assistance as it gives, it does mean that all participants will provide some assistance outside its jurisdictional boundaries and that the level of service delivered with the Automatic Aid Agreement will be comparable.

9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10. It is specifically agreed by both parties that for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of Declared Disasters, participants may apply for reimbursement from County, State, and Federal agencies.

11. In the event a party shall sustain a loss or damage to its equipment or injury to any of its personnel while responding to an incident or training in that jurisdiction of the other party, unless a result of the negligent actions of the other party, such loss shall be the sole responsibility of the party responding to the incident, and the other party shall not have any liability for such damage or injury. Should the loss or damage be the result of negligence or the negligent actions of the other party, the party responding shall retain all rights available for compensation under the laws of the State of Florida.

12. If one party wishes to terminate this agreement for any reason or no reason, with or without cause, 2 months (60 days) notice in writing of intention to terminate shall be given to the other involved.

13. No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between the Cities.

14. The term of this Agreement shall be for a period of one year from the date of execution by the last party and shall automatically renew for like terms unless revised or terminated by the parties.



137
138
139
140 IN WITNESS WHEREOF, the parties to hereto have executed this Agreement in duplicate
141 original, the day and year first above written.
142

143 ATTEST:

CITY OF TAVARES, FL

144
145 _____
146 Susie Novack
147 City of Tavares Clerk
148

Amanda Boggus
City of Tavares Mayor

149
150 Approved as to form and legality:
151

This ____ day of _____, _____

152 _____
153 Robert Williams
154 City of Tavares Attorney
155

156
157
158
159
160
161
162
163
164
165
166 ATTEST:

CITY OF LEESBURG, FL

167
168 _____
169 Andi Purvis
170 City of Leesburg City Clerk
171

John Christian
City of Leesburg Mayor

172
173 Approved as to form and legality:
174

This ____ day of _____, _____

175 _____
176 Fred Morrison
177 City of Leesburg Attorney
178

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: June 28, 2021

From: David Johnson, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to enter into an Interlocal Agreement between the City of Leesburg and the City of Groveland, Florida for the provision of Automatic Aid for Fire and Rescue Services; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution entering in an Inter-Local Agreement with the City of Leesburg Fire Department and the City of Groveland Fire Department.

Analysis:

City of Leesburg Fire Department and its neighboring cities desire to maximize cooperation among cities and promote a stronger fire and emergency service. The automatic aid agreement will allow the City of Leesburg and City of Groveland the ability to improve service without adding additional cost to the existing service model.

Procurement Analysis:

N/A

Options:

1. Approve the Extension of the Inter-local Agreement that will allow the City of Leesburg and City of Groveland to assist each other for the provision of fire and emergency services; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The adoption of the inter-local agreement will not create any additional expenditures for the City of Leesburg. The adoption will reduce future cost as the City of Leesburg continues to expand it's boundaries.

Submission Date and Time: 6/23/2021 11:46:22 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER
INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF
LEESBURG AND THE CITY OF GROVELAND, FLORIDA FOR THE
PROVISION OF AUTOMATIC AID FOR FIRE AND RESCUE SERVICES; AND
PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement between the CITY OF LEESBURG and the CITY OF GROVELAND, FLORIDA for the provision of automatic aid for fire and emergency services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28th day of June 2021.

Mayor

ATTEST:

City Clerk



AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES

THIS AGREEMENT is made and entered with an effective date of June 28, 2021, by and between the City of Leesburg and the City of Groveland to provide for automatic assistance between the City of Leesburg Fire Department and the City of Groveland Fire Department for responding to fires and other types of emergency incidents as described under the terms of this agreement. Collectively, the City of Leesburg and the City of Groveland may be referred to herein as the Parties or parties or Participants.

WITNESSETH:

WHEREAS, an informal agreement for automatic assistance in fire protection and response to other emergencies has existed between the City of Leesburg Fire Department and the City of Groveland Fire Department; and,

WHEREAS, it is the desire of the parties to this agreement to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and,

WHEREAS, it is further the determination of each of the parties hereto that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the parties hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel; and,

WHEREAS, it is the desire of the parties to initiate an "Automatic Aid Agreement" for fire department and other emergency services as set forth below:

NOW, THEREFORE, IT IS AGREED:

1. The parties hereto acknowledge that this Agreement is being entered into pursuant to applicable Florida law.
2. The parties agree that this written agreement supersedes all verbal and prior written agreements pertaining to same.
3. The parties agree to dispatch their respective assigned fire department units on an automatic basis, if such units are available. Each jurisdiction agrees that the closest available, most appropriate unit(s) regardless of jurisdictional boundaries will respond.

*Leesburg Fire Department- Groveland Fire Department
Automatic Aid Agreement*

4. It is agreed that the scope of this agreement includes automatic assistance in responding to fires, medical emergencies, hazardous conditions, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments in the usual and customary Automatic Aid Agreement.
5. This agreement shall encourage the development of cooperative procedures and protocols including but not limited to, communications coordination, training, health and safety, and other activities that will enhance the ability of the fire departments to fulfill their missions.
6. It is expressly understood and agreed that the party first to respond to the scene may serve as initial incident commander exercising command and control functions within the other's jurisdiction until relieved by an official from the primary jurisdiction having authority. The initial responding party will then fall under the chain of command of the jurisdiction having authority.
7. Nothing in this agreement shall limit the ability of either of the parties to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this agreement.
8. The City of Leesburg Fire Department and the City of Groveland Fire Department shall retain ownership of any equipment or property it brings to the performance of this agreement, and each shall retain ultimate control of its own employees.
9. Participants in this Automatic Aid Agreement do further agree to the following standard service criteria as the primary response system elements of this Automatic Aid Agreement:
 - A. The Automatic Aid Agreement allows the closest, most appropriate emergency response unit to an emergency to be dispatched automatically regardless of jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit.
 - B. The Parties will use standard procedures. A standardized Incident Management System (IMS) provides for efficient management of the emergency and for the safety of firefighters. The Incident Management System for use by Automatic Aid participants shall be NIMS.
 - C. It is the desire of the Automatic Aid participants to explore other opportunities for joint training, including entry-level training, mini academies, refresher training and systems training. By training together and using common procedures, participants have a higher level of confidence in each other. City of Leesburg Fire Department and the City

*Leesburg Fire Department- Groveland Fire Department
Automatic Aid Agreement*

of Groveland Fire Department each own ancillary resources (including but not limited to training facilities and props) that might be of use to the other. City of Leesburg Fire Department and the City of Groveland Fire Department agree to allow the other party to utilize resources and equipment owned by the other so long as such equipment and resource is available and so long as the using party(s) pays all costs involved with such use. It is recognized that in order to utilize some types of equipment, staffing from the donating agency will also be required, and in such a case, the agency using such resources or equipment shall also be responsible to pay any staff costs. Neither party can intentionally or unintentionally bind the other to an expense without prior written approval of that party.

- D. Dispatching is thru Lake County Emergency 911 Dispatch using the closest response system. Participants shall use the standardized apparatus response criteria (aka response determinant codes for fire and response determinant codes for EMS) as developed by all of the fire chiefs within Lake County, including the Groveland Fire Department and Leesburg Fire Department, which criteria may be changed from time to time. Lake County EMS Dispatch ~~& Sumter County Dispatch~~ can tailor the response to specific types of incidents by jurisdiction or part of a jurisdiction. This includes the capability to automatically dispatch selected specialty units.
 - E. Participants agree that automatic aid is reciprocal. While automatic aid does not ensure that a municipality will receive the exact same amount of assistance as it gives, it does mean that all participants will provide some assistance outside its jurisdictional boundaries and that the level of service delivered with the Automatic Aid Agreement will be comparable.
- 10. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
 - 11. It is specifically agreed by both parties that for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of declared disasters, participants may apply for reimbursement from County, State, and Federal agencies.
 - 12. In the event a party shall sustain a loss or damage to its equipment or injury to any of its personnel while responding to an incident or training in that jurisdiction of the other party, unless a result of the negligent actions of the other party, such loss shall be the sole responsibility of the party responding to the incident, and the other party shall not have any liability for such damage or injury. Should the loss or damage be the result of negligence or the negligent actions of the other party, the party responding shall retain all rights available for compensation under the laws of the State of Florida, subject to the provisions of Section 786.28, Florida Statutes.

*Leesburg Fire Department- Groveland Fire Department
Automatic Aid Agreement*

13. If one party wishes to terminate this agreement, 2 months (60 days) notice in writing of intention to terminate shall be given to the other party involved. Notice should be deemed to have been duly giving, served and delivered, if delivered by hand or mailed by U.S. certified mail or sent by delivery service provider, addressed as follows:

CITY OF LEESBURG:

Fire Chief
City of Leesburg
201 S. Canal St.
Leesburg, FL 34748

CITY OF GROVELAND:

Fire Chief
City of Groveland
156 S. Lake Ave.
Groveland, FL 34736

14. No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between the Cities.

IN WITNESS WHEREOF, the parties to hereto have executed this Agreement in duplicate original, the day and year first above written.

ATTEST:

CITY OF LEESBURG, FL

Andi Purvis, City Clerk

John Christian, Mayor

This ____ day of _____, 2021

Approved as to form and legality:

Fred Morrison, City Attorney

.

ATTEST:

CITY OF GROVELAND, FL

*Leesburg Fire Department- Groveland Fire Department
Automatic Aid Agreement*

Virginia Wright, City Clerk

Evelyn Wilson, Mayor

This _____ day of _____, 2021

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: June 28, 2021

From: Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne FY 2021 Local Solicitation Grant from the U.S. Department of Justice (JAG) to supplement costs associated with the purchase of department equipment; and providing an effective date.

Staff Recommendation:

Staff recommends to approve and accept the resolution of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for, and if awarded, accept the FY2021 Edward Byrne Memorial Justice Local Solicitation Grant, CFDA #: C-BJA-2021-00149-PROD, in the amount of \$15,806.00 to defray the cost of three (3) new in-car video recording systems.

<u>Item</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Cost</u>
Digital in-car video recording systems (Camera, Wireless Kit and Device License)	\$5,105.00	3	\$15,315.00
		Total	\$15,315.00
JAG Grant Award Amount			\$15,806.00
Remaining Balance (Excess)			\$491.00

Analysis:

Some of our patrol cars are equipped with antiquated in-car recording systems, which are no longer serviceable, adversely impacting our ability to capture quality audio/video data. The data serves numerous roles. Not only is it often considered evidence, it has other applications such training officers and administrative review of police actions, all vital parts of modern policing.

The grant, a non-matching grant, will enable the department to continue the process of incrementally replacing older systems that are antiquated technology that is no longer serviceable or not fully functional. Remaining balance will be applied to other in-car camera systems purchased under other authorized grants.

The application deadline has been established as August 9, 2021 at 11:59 pm EST.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing the application and acceptance of the FY 2021 Edward Byrne JAG Local Solicitation grant of **\$15,806.00** and authorized source purchase; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

If awarded, a budget adjustment will be necessary to add this into the current budget. There is no local match required for this grant.

Account No. 001-0000-331-2100

Project No. JA0026

Submission Date and Time: 6/23/2021 11:47:47 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE LEESBURG POLICE DEPARTMENT TO
APPLY FOR AND, IF AWARDED, ACCEPT AN EDWARD BYRNE FY 2021
LOCAL SOLICITATION GRANT FROM THE U.S. DEPARTMENT OF
JUSTICE (JAG) TO SUPPLEMENT COSTS ASSOCIATED WITH THE
PURCHASE OF DEPARTMENT EQUIPMENT; AND PROVIDING AN
EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Leesburg Police Department is hereby authorized to submit an application, and if awarded, accept an Edward Byrne Memorial Justice Grant (JAG-Local) in the amount of **\$15,806.00** to defray costs associated with the purchase of certain department equipment.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28th day of June 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: June 28, 2021

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from WASA Holdings LLC., for the purpose of granting the City an easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from WASA Holdings, LLC., dated June 1, 2021, and recorded on June 8, 2021, under Instrument #2021078427 in official records Book 5724, Page 2473, Public Records of Lake County, Florida.

Analysis:

WASA Holdings LLC., is granting a Utility Easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but no limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Utility Easement as presented, or;
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 6/23/2021 11:49:11 AM

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM WASA HOLDINGS, LLC. FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Utility Easement granted to the City of Leesburg by WASA Holdings, LLC., for the purpose of granting the City a utility easement over the real property described in the document, is hereby accepted.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2021.

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

Attest: _____
CITY CLERK



THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 1st day of June, 2021, by WASA HOLDINGS LLC, whose address is 14138 Foxglove Street, Winter Garden, Florida 34787, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR: WASA HOLDINGS LLC

Mary S. Deane
Mary S. Deane
(Type or print name of Witness)

BY: Shireen Ansari
SHIREEN ANSARI, Manager

Jennifer Dean
Jennifer Dean
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, appeared, either by means of ☒ physical presence, or ☐ online notarization, Shireen Ansari, as Manager of WASA Holdings LLC, who acknowledged before me on the 1st day of June, 2021, that he executed the foregoing instrument, and who was either {CHECK ONE} ☒ personally known to me, or who ☐ produced _____ as identification.

Sharon S. Brown
NOTARY PUBLIC SIGNATURE
Sharon S. Brown
Type or print name of Notary Public

HH 068829
Commission Number
31/1/2025
Commission Expiration Date



LEGEND

R/W = RIGHT-OF-WAY
P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORDS BOOK
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
PG., PGS. = PAGE, PAGES
P.O.T. = POINT OF TERMINUS
C/L = CENTERLINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
N.T.S. = NOT TO SCALE
NO. = NUMBER
P.I.D. = PROPERTY IDENTIFICATION
FES = FLORIDA ENGINEERING AND SURVEYING, LLC
SQ.FT. = SQUARE FEET
± = MORE OR LESS

"NOT A SURVEY"

EXHIBIT "A"

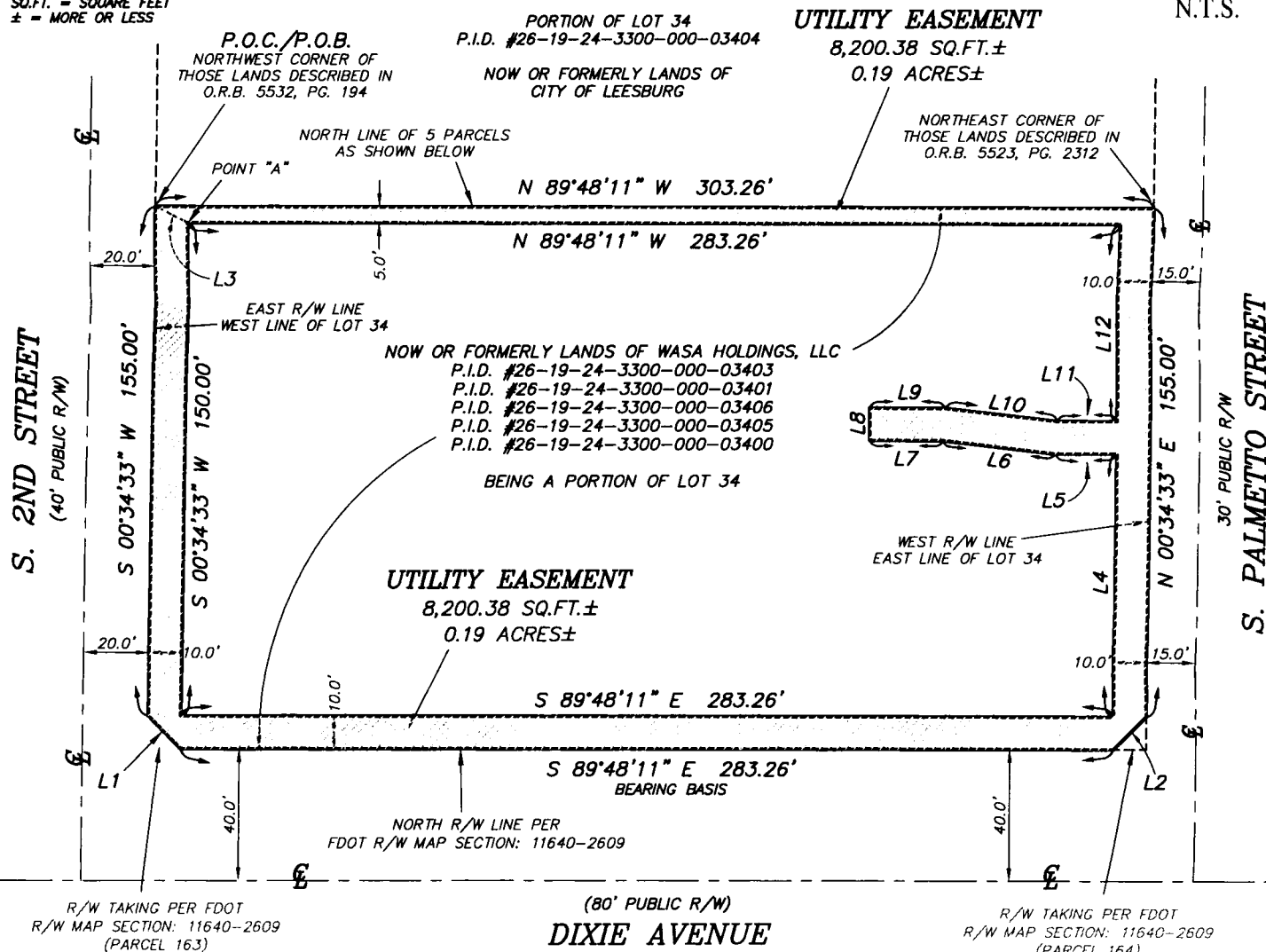
SECTION 26
TOWNSHIP 19 S.
RANGE 24 E.

SKETCH OF:

A VARIABLE WIDTH UTILITY EASEMENT
SEE SHEET 2 FOR LEGAL DESCRIPTION



N.T.S.



(80' PUBLIC R/W)
DIXIE AVENUE

LINE	BEARING	DISTANCE
L1	S 44°36'47" E	14.10'
L2	N 45°23'11" E	14.19'
L3	S 63°09'45" E	11.15'
L4	N 00°34'33" E	80.00'
L5	N 89°48'11" W	18.66'
L6	N 83°05'36" W	34.23'
L7	N 89°48'11" W	22.21'
L8	N 00°11'49" E	10.00'
L9	S 89°48'11" E	22.79'
L10	S 83°05'36" E	34.23'
L11	S 89°48'11" E	18.14'
L12	N 00°34'33" E	60.00'

NOTES:

THE SKETCH AND DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF DIXIE AVENUE, BEING S 89°48'11" E, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION: 11640-2609.

SKETCH AND DESCRIPTION NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 2 FOR LEGAL DESCRIPTION.

DRAWN BY: RFD, 5/14/2021
CHECKED BY: JDG, 5/27/2021
FILE NO.: 20-07-170
PREPARED FOR: CITY OF LEESBURG ELECTRIC COMPANY

SHEET 1 OF 2
NOT VALID WITHOUT ALL SHEETS



FLORIDA ENGINEERING
&
SURVEYING, LLC

CA #30375 LB #8024

631 N. TAMiami TRAIL
NOKOMIS, FLORIDA 34275
TEL: (941) 485-3100
FAX: (941) 485-3107

www.flengineeringandsurveying.com

© COPYRIGHTED MATERIAL 2021

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PREPARED UNDER MY DIRECT SUPERVISION AND IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THE DIGITAL SIGNATURE AND SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JUSTIN D. GARNER, PSM #6896 ON MAY 27, 2021.

"NOT A SURVEY"**LEGAL DESCRIPTION OF:**

A VARIABLE WIDTH UTILITY EASEMENT LYING OVER, UNDER AND ACROSS A PORTION OF (5) PARCELS OF LAND BEING DESCRIBED IN: (1) OFFICIAL RECORDS BOOK 5523, PAGE 2312, (2) OFFICIAL RECORDS BOOK 5560, PAGE 621, (3) OFFICIAL RECORDS BOOK 5532, PAGE 171, (4) OFFICIAL RECORDS BOOK 5532, PAGE 119 AND (5) OFFICIAL RECORDS BOOK 5532, PAGE 194, ALL PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID UTILITY EASEMENT ALL LYING AND BEING IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5532, PAGE 194, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH 2ND STREET (A 40' WIDE PUBLIC RIGHT-OF-WAY), S 00°34'33" W, A DISTANCE OF 155.00 FEET; THENCE ALONG THE NORTHEAST LINE OF THAT CERTAIN RIGHT-OF-WAY TAKING (DESCRIBED AS PARCEL 163) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION: 11640-2609, S 44°36'47" E, A DISTANCE OF 14.10 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DIXIE AVENUE (A 80' WIDE PUBLIC RIGHT-OF-WAY); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, S 89°48'11" E, A DISTANCE OF 283.26 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE ALONG THE NORTHWEST LINE OF THAT CERTAIN RIGHT-OF-WAY TAKING (DESCRIBED AS PARCEL 164) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION: 11640-2609, N 45°23'11" E, A DISTANCE OF 14.19 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PALMETTO STREET (A 30' WIDE PUBLIC RIGHT-OF-WAY); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, N 00°34'33" E, A DISTANCE OF 155.00 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5523, PAGE 2312, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF FIVE (5) PARCELS OF LAND BEING DESCRIBED IN: (1) OFFICIAL RECORDS BOOK 5523, PAGE 2312, (2) OFFICIAL RECORDS BOOK 5560, PAGE 621, (3) OFFICIAL RECORDS BOOK 5532, PAGE 171, (4) OFFICIAL RECORDS BOOK 5532, PAGE 119 AND (5) OFFICIAL RECORDS BOOK 5532, PAGE 194, ALL PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, N 89°48'11" W, A DISTANCE OF 303.26 FEET TO THE POINT OF BEGINNING; THENCE ALONG A SURVEY REFERENCE TIE LINE, THENCE S 63°09'45" E, A DISTANCE OF 11.15 FEET TO A REFERENCE POINT "A" AND POINT OF CONTINUATION FOR THIS EASEMENT; THENCE FROM SAID REFERENCE POINT "A", S 00°34'33" W, A DISTANCE OF 150.00 FEET; THENCE S 89°48'11" E, A DISTANCE OF 283.26 FEET; THENCE N 00°34'33" E, A DISTANCE OF 80.00 FEET; THENCE N 89°48'11" W, A DISTANCE OF 18.66 FEET; THENCE N 83°05'36" W, A DISTANCE OF 34.23 FEET; THENCE N 89°48'11" W, A DISTANCE OF 22.21 FEET; THENCE N 00°11'49" E, A DISTANCE OF 10.00 FEET; THENCE S 89°48'11" E, A DISTANCE OF 22.79 FEET; THENCE S 83°05'36" E, A DISTANCE OF 34.23 FEET; THENCE S 89°48'11" E, A DISTANCE OF 18.14 FEET; THENCE N 00°34'33" E, A DISTANCE OF 60.00 FEET; THENCE N 89°48'11" W, A DISTANCE OF 283.26 FEET TO AFOREMENTIONED REFERENCE POINT "A"; THENCE ALONG SAID SURVEY REFERENCE TIE LINE, N 63°09'45" W, A DISTANCE OF 11.15 FEET TO THE POINT OF BEGINNING AND END OF THIS DESCRIPTION.

SAID EASEMENT CONTAINING 8,200.38 SQUARE FEET OR 0.19 ACRES, MORE OR LESS.

DRAWN BY: RFD, 5/14/2021
 CHECKED BY: JDG, 5/27/2021
 FILE NO.: 20-07-170
 PREPARED FOR: CITY OF LEESBURG ELECTRIC COMPANY

SHEET 2 OF 2
 NOT VALID WITHOUT ALL SHEETS

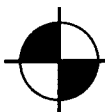
NOTES:

THE SKETCH AND DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF DIXIE AVENUE, BEING S 89°48'11" E, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION: 11640-2609.

SKETCH AND DESCRIPTION NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 FOR SKETCH OF EASEMENT.



**FLORIDA ENGINEERING
 &
 SURVEYING, LLC**

CA #30375 LB #8024

631 N. TAMiami TRAIL
 NOKOMIS, FLORIDA 34276
 TEL: (941) 485-3100
 FAX: (941) 485-3107

www.flengineeringandsurveying.com

© COPYRIGHTED MATERIAL 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: June 28, 2021

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, granting to Lake Denham Ventures, LLC, an extension of two years, for a total of six years from the date of each agreement entered into by the developer for installation of infrastructure, to report connections to new electric meters in its development known as Lake Denham Estates, for purposes of determining if the developer is entitled to a credit per meter against the developer share of the difference in cost between overhead and underground service, or to apply to reduction of the amount of any bond placed with the City by the developer to secure its share of such costs; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution granting an extension of two years to Lake Denham Ventures, LLC., Developer Agreement described therein.

Analysis:

On May 17, 2021, the owner/developer for the Lake Denham projects requested a two year extension on the developer's agreement for reimbursement due to the unanticipated economic downturn precipitated by COVID-19 pandemic.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the extension as presented, or;
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 6/23/2021 11:51:53 AM

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, GRANTING TO LAKE DENHAM VENTURES, LLC, AN EXTENSION OF TWO YEARS, FOR A TOTAL OF SIX YEARS FROM THE DATE OF EACH AGREEMENT ENTERED INTO BY THE DEVELOPER FOR INSTALLATION OF ELECTRIC INFRASTRUCTURE, TO REPORT CONNECTIONS TO NEW ELECTRIC METERS IN ITS DEVELOPMENT KNOWN AS LAKE DENHAM ESTATES, FOR PURPOSES OF DETERMINING IF THE DEVELOPER IS ENTITLED TO A CREDIT PER METER AGAINST THE DEVELOPER'S SHARE OF THE DIFFERENCE IN COST BETWEEN OVERHEAD AND UNDERGROUND SERVICE, OR TO APPLY TO REDUCTION OF THE AMOUNT OF ANY BOND PLACED WITH THE CITY BY THE DEVELOPER TO SECURE ITS SHARE OF SUCH COSTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg ("City") and Lake Denham Ventures, LLC ("Developer"), entered into agreements dated July 16, 2019, and March 5, 2020, allocating the expenses of installing electric infrastructure in the development known as Lake Denham Estate (the "Development"), and providing for the Developer to receive a credit for each electric meter connected within the Development for a period of four years after the date of each such agreement, and

WHEREAS, §25-474 of the Code of Ordinances of the City permits a developer to request an extension of up to two years on the time allowed under such agreements to receive a credit for electric meters connected within the development, for good cause shown, and

WHEREAS, the Developer has submitted such a request to the City in connection with the Development, stating the reasons the Developer believes it is entitled to an extension, and the City Commission has determined that the reasons stated by the Developer do constitute good cause justifying the granting of an extension,

NOW THEREFORE, BE IT RESOLVE BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

The Developer is granted an extension of two years to submit new electric meter connections in the Development. Those connections within the phase or phases covered by the agreement dated July 16, 2019, may be submitted for credit up to and including July 15, 2025. Those connections within the phase or phases covered by the agreement dated March 5, 2020, may be submitted for credit up to and including March 4, 2026. Connections within the appropriate phases which are submitted by those deadlines shall be entitled to receive the credits provided in the agreements.

SECTION II.

This Resolution shall take effect upon its passage and adoption according to law, and shall be self executing without the requirement that the Developer enter into any amendments to the agreements recited above.

SECTION III.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2021.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

LAKE DENHAM VENTURES LLC

424 Luna Bella Lane, Suite 122

New Smyrna Beach, FL 32168

t. (386) 424-8448

f. (386) 424-5860

May 17, 2021

VIA E-MAIL (public.records@leesburgflorida.gov)

Andy Purvis
City Clerk
City of Leesburg
501 West Meadow Street
Leesburg, FL 34748

**Re: Petition for Extension of Deadlines in Developer's Agreement for Electric Facilities
for Lake Denham Estates Phases 1, 2, & 3.**

Dear Ms. Purvis:

Due to the economic impact of the Covid-19 pandemic on new home sales and real estate development of our Lake Denham Estates project in Leesburg, please accept this correspondence as Lake Denham Ventures LLC's ("Developer") petition pursuant to Section 25-474(f) of the Leesburg Code of Ordinances, for a two (2) year extension of the deadlines for installation of electric facilities and receipt of the refund/credit for installed meter charges from the City under the following Developer's Agreements:

- 1) City of Leesburg Electric Department Developer's Agreement dated July 16, 2019 for Lake Denham Estates Phase 1 & 2 (319 lots); and
- 2) City of Leesburg Electric Department Developer's Agreement dated March 5, 2020 for Lake Denham Estates Phase 3 (250 lots)

(Developer's Agreements enclosed for reference).

Pursuant to the Developer's Agreements, Developer opted to provide the City with a bond to cover the overhead distribution facilities costs per Option #3 thereof. Per the Developer's Agreements, "The developer will receive a credit per meter based on the per meter cost of the overhead electric distribution facilities. As permanent service is connected and a normal flow of electric energy is registered and accumulates 1,850 kWh per meter. This per meter charge will be refunded or credited back up to 4 years from the date of acceptance of this agreement."

Currently for Phase 1 & 2: Under Developer Options for Payment, Option #3, Developer has 4 years from the date of the DA to have all meters set and accumulating 1,850 kWh energy usage; after the 4 years, any fees for meters not set and/or meters that have not achieved the required kWh usage, will not be refunded, and becomes property of the City Electric Department.

Currently for Phase 3: Under Developer Options for Payment, Option #3, Developer has 4 years from the date of the DA to have all meters set and accumulating 1,850 kWh energy usage; after the 4 years, the City can make a claim on the bond or the Developer has to pay for any meters that have not been installed or reached the 1,850 kWh energy usage.

Impacts of the pandemic on our Lake Denham Estates project include, but are not limited to, labor shortages, building material shortages and substantial cost increases, and significant delays in lead times. Due to these continued unanticipated impacts, we respectfully request a two (2) year extension to the four (4) years deadlines to complete the meter install/reach minimum energy usage and receive a refund/credit for the meter charges pursuant to the above-referenced Developer's Agreements. Should the City agree to the

extensions, we will provide, as required by Section 25-474(f) of the Leesburg Code of Ordinances, written consent of this petition from our bond surety. (Bonds enclosed for referenced).

We appreciate your consideration of this request. Please feel free to contact me with any questions or to discuss the contents hereof.

Sincerely,



Amber Coleman, Esq.

Lake Denham Ventures

T: (386) 428-8448

Email: acoleman@geosamfl.com

424 Luna Bella Lane, Suite 122

New Smyrna Beach, FL 32168

cc: Brad Chase (brad.chase@leesburgflorida.gov)

City of Leesburg Lake Front City

Item No: 6H.

Meeting Date: July 27, 2020

From: Brad Chase, Electric Director

Subject: An Ordinance amending §25-474 of the Code of Ordinances pertaining to installation of electrical service lines, amending subsections (c) and (e) of §25-474, and adding subsection (f), permitting extensions of the time allowed for developers to obtain reimbursements for the cost of overhead electrical service lines in approved developments

Staff Recommendation:

Staff recommends approval of the Ordinance of the City of Leesburg, Florida, amending §25-474 of the Code of Ordinances pertaining to installation of electrical service lines, amending subsections (c) and (e) of §25-474, and adding subsection (f), permitting extensions of the time allowed for developers to obtain reimbursements for the cost of overhead electrical service lines in approved developments.

Analysis:

On May 15, 2020, the owner/developer for the Lake Denham projects requested a one-year extension on the developer's agreement for reimbursement due to the unanticipated economic downturn precipitated by the COVID-19 pandemic. This proposed amendment to the Code of Ordinances will provide the needed flexibility of the City Commission to address these requests for extensions independently, reviewing the conditions precedent for each application and using their discretion to grant an extension for up to, but not more than two (2) additional years.

Options:

1. Approve the requested revision to Section 25-474, changes in approved Developer Agreements; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

No fiscal impact is associated with this amendment.

Submission Date and Time: 7/22/2020 3:12 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING §25-474 OF THE CODE OF ORDINANCES PERTAINING TO INSTALLATION OF ELECTRICAL SERVICE LINES, AMENDING SUBSECTIONS (c) AND (e) OF §25-474, AND ADDING SUBSECTION (f), PERMITTING EXTENSIONS OF THE TIME ALLOWED FOR DEVELOPERS TO OBTAIN REIMBURSEMENT FOR THE COST OF OVERHEAD ELECTRICAL SERVICE LINES IN APPROVED DEVELOPMENTS; SPECIFYING CONDITIONS WHICH WOULD JUSTIFY EXTENSION OF THE DEADLINE BY THE CITY COMMISSION IN ITS DISCRETION; PROVIDING A PROCEDURE AND TIMETABLE FOR DEVELOPERS TO SEEK AN EXTENSION; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg permits developers of certain subdivisions and other projects to obtain reimbursement for all or a portion of the cost of installing overhead electrical lines to serve the development, depending on the number of customer connections obtained within the development by a specified deadline, and

WHEREAS, the developer is required to place with the City a bond, letter of credit, or other security as detailed in the ordinance, against which the City is authorized to draw to recoup the costs incurred by the City in the installation of the electric lines, if the developer has not earlier paid that cost in cash or the requisite number of customer connections have not been achieved by the deadline, and

WHEREAS, due to the unanticipated economic downturn precipitated by the COVID-19 pandemic, developers whose projects were underway and who anticipated selling their product in a robust market suddenly are facing a stagnant real estate market with no definite end in sight, and therefore risk losing their bond, letter of credit or other security for failing to obtain the appropriate number of customer connections within the deadline imposed by the existing Code of Ordinances, and

WHEREAS, in light of these unforeseen circumstances it is proper and equitable to extend the deadline for developers to obtain the required number of customer connections,

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

§25-474(c) of the Code of Ordinances is hereby amended to read as set forth below (language added is underlined and language deleted is ~~stricken through~~):

- (c) The reimbursement will be for the cost of the distribution system for overhead only, with the understanding that the real estate owner, developer or *promoter* shall pay for the cost difference between underground and overhead service. Reimbursements will be limited to a period of four (4) years following payment of the installation cost of the system by the real estate owner, developer or *promoter*, to the city, unless that period is extended as permitted under Subsection (f) of this Ordinance. ~~The city commission may elect to waive the four year limitation for a period of up to one hundred eighty (180) days, upon application by the real estate owner, developer, or promoter, if the city, at its discretion, determines that conditions beyond the control of the developer delayed the requirements for reimbursement under this section.~~ Furthermore, as to any development or project for which the four-year deadline herein established to claim the reimbursement expires on or before December 31, 2013, such deadline shall be extended automatically for a period of two (2) years after the current deadline, without action by the city commission, provided however that this extension provision shall terminate on January 1, 2014 and shall not be available for any development or project as to which the current four-year deadline expires on or after that date.

SECTION II.

§25-474(e) of the Code of Ordinances is hereby amended to read as set forth below:

- (e) In lieu of the payment required by subsection (a) of this section, the city may, at its option, by contract approved by the city commission, allow the developer to post a bond acceptable to the city, either surety or cash, or a letter of credit acceptable to the city, which bond or letter of credit will be conditioned to pay the sums required under subsection (a) of this section less any rebates which would have been made under the terms of this article, and which bond or letter of credit will be payable four (4) years from the date same is given, or at the end of any extension granted under Subsection (f) of this Ordinance if applicable. Upon the payment thereof, the developer, or surety, as the case may be, will be entitled to the pro rata reimbursement as contemplated by this article. Furthermore, as to any development or project for which the four (4) year deadline to draw on the bond or letter of credit expires on or before December 31, 2013, such deadline shall be extended automatically for a period of two (2) years after the current deadline, without action by the city commission, contingent on the developer placing with the city an acceptable replacement bond, cash deposit or letter of credit payable on or before two (2) years from the

expiration of the deadline to draw on the initial bond or letter of credit, and provided further that this extension provision shall terminate on January 1, 2014 and shall not be available for any development or project as to which the current four-year deadline expires on or after that date.

SECTION III.

§25-474(f) is hereby added to the Code of Ordinances to read as set forth below:

(f) Upon petition submitted to the City Clerk by the real estate owner, promoter or developer, not later than sixty (60) days prior to the expiration of the four (4) year deadline to draw on the bond, cash deposit, or letter of credit, establishing to the satisfaction of the City Commission, in its discretion, that conditions beyond the control of the developer delayed the requirements for reimbursement under this section, the City Commission may extend the deadline for up but not more than two (2) additional years, or such shorter time as the City Commission deems appropriate. As a condition precedent to the granting of such an extension, the issuer of the bond or letter of credit must either join in or consent to the petition, and agree to extend the bond or letter of credit to the newly established deadline, or the owner, developer or promoter must submit a new bond or letter of credit which would remain in effect throughout the entirety of the extension sought in the petition, or commit to leave the cash deposit in effect for that same period of time.

SECTION IV.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION V.

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

SECTION VI.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of
Leesburg, Florida, held on the _____ day of _____ 2020.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Elise A. Dennison, Mayor

Attest:

City Clerk

RECEIVED
JUL 2 2019



Developer: Lake Denham Ventures, LLC
424 Luna Belle Lane, Suite 122
New Smyrna, FL 32168

RE: Lake Denham Estates, Phase 1 & 2 (319 lots)

Lake Denham Ventures, LLC, the Developer of
Lake Denham Estates, Phase 1 & 2 (319 lots), has requested the City of Leesburg
Electric Department to design the electric distribution facilities for the above-mentioned project.
The project is located in Leesburg, Lake County, Florida. This development
has been reviewed and approved by the City of Leesburg.

The developer will be charged according to the City of Leesburg ("City") Municipal Code
Sec. 25-474. Installation of electric distribution facilities. An estimated cost of installation of
both underground and overhead distribution facilities has been created by the City Electric
Department. This cost is for the installation of primary and secondary electric distribution facilities
only and does not include service conductors or services to individual homes. These are typically
charged a flat fee on a per service basis up to 100'. The contractor will be responsible for the
installation of non-residential services to the point of service determined by the City. The
developer's letter of agreement (attached to this letter) explains the costs to the developer.

The City Electric Department requires utility easements to be dedicated in the final plat of
subdivisions, or granted to the City prior to installation of electric utilities. Please refer to **Sec 25-450. Utility easements** in the Code of Ordinances.

The City Electric Department requires that all areas are to be at or near final grade before
installation of any electric utilities. All property corners and lot lines shall be staked prior to
installation. The developer will maintain proper clearances from all electric facilities. All road
crossings will be installed prior to stabilized base. Any crossings not installed prior to this, will be
installed by pit and mole or directional bore (City Electric Department will determine the method
selected), and the developer shall bear the total cost. These and any other additional costs shall be
paid before the electric distribution facilities are energized. The developer will be responsible for
any compaction required due to the installation of electric facilities.

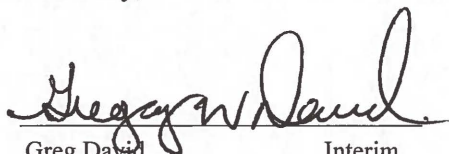
The developer can choose to install the conduit supplied by the City Electric Department,

following the City installation guidelines. The developer may receive a credit against the cost of the installation of the underground electric distribution facilities, not to exceed the estimated cost, if the developer chooses to install the conduit. The conduit shall be inspected by an employee of the City Electric Department prior to backfilling the trench. All conduits covered before this inspection is accomplished shall be uncovered by the developer at his cost and the developer shall be charged a return fee. All conduits shall have a pull string installed to insure the continuity of the conduit. Any conduits found to be plugged or damaged at the time wire is scheduled to be pulled in shall be cleared and / or repaired at the cost of the developer.

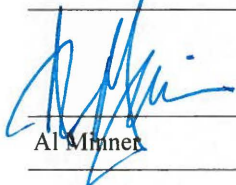
The final service locations are indicated on the subdivision drawing included with this letter. Any deviations from this plan or the designated service locations shall incur additional charges, which shall be borne by the developer. These charges shall include all material, labor and other expenses incurred by the City Electric Department as a result of the deviation. It will be the developer's responsibility to contact an Electric Service Planner at the City Electric Department to "spot" all new service locations. The City Electric Department's "Service Requirements" booklet is available online at ***LeesburgFlorida.Gov***

A pre-construction meeting will be scheduled by the developer with the City Electric Service Planner who is assigned to the project, the City Electric Superintendent or his designee, the City Contract Supervisor, and representatives of the developer. Contact will be made by the developer with the City Electric Superintendent to schedule all work. The developer shall be responsible for coordination between the various trades, contractors, and utilities working on the project to insure a minimum amount of re-work, corrective actions, and delays. The City Electric Superintendent can be reached at 352-728-9786, extension 2011.

Sincerely,



Greg David, Interim, Electric Director

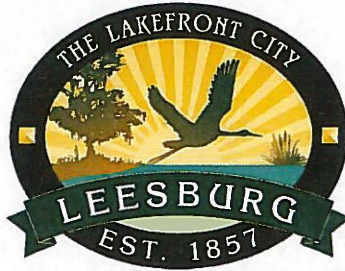


Al Minner, City Manager

City of Leesburg
P.O. Box 490630
Leesburg, FL 34749-0630

Appendix 1-Design Information

Subdivision Information <u>319</u> Residential single family homes, <u>0</u> Town Homes, <u>0</u> Condos, <u>0</u> Apartment units in <u>0</u> buildings, <u>0</u> Commercial Lots, <u>0</u> Commercial Units in <u>0</u> Buildings
Residential Units are : ☐ Total Electric ☒ Electric and Gas Electric Appliances will include: ☒ Range/oven ☒ Heat ☒ Hot Water Heater ☒ Clothes Drier ☐ Pool Heater The average AC size is <u>4.0</u> ton. The average electrical service is <u>200</u> amps. The average square foot of Residential house is <u>1,800</u> Sq. Ft.
Lift station ☒ Yes ☐ No Voltage <u>120/208</u> . Size of Motors <u>23</u> Horsepower, Service Size will be <u>600</u> Amps
Additional Services Gateway/Entrance feature ☒ Yes ☐ No - If Yes, Service size <u>100</u> Amps Irrigation Meters ☐ Yes ☒ No - If Yes, Service size <u> </u> Amps Clubhouse or Rec. room ☐ Yes ☒ No - If Yes, Service size <u> </u> Amps Voltage <u> </u> Pool ☐ Yes ☒ No - If Yes, Service size <u> </u> Amps



City of Leesburg Electric Department
Developer's Agreement

Developer: Lake Denham Ventures, LLC
Address 424 Luna Belle Lane, Suite 122
City/State/zip: New Smyrna, Fl 32168

COL Work order # 1181422 Date 07/16/2019

The above-mentioned developer has requested the City of Leesburg ("CITY") Electric Department to design and install underground electric distribution facilities in the development " Lake Denham Estates, Phase 1 & 2 (319 lots) ".

The estimated cost of installing overhead electric distribution facilities is \$ 600,530.00 .
The estimated cost of installing underground electric distribution facilities is \$ 688,453.00 .
The estimated cost of installing underground electric distribution facilities with the developer's contractor installing the conduit is \$ 550,080.00 .

The estimated costs for Charges in Aid to Construction (CIAC) for the extension of lines and or for the electric feeds for rental lights in the subdivision is \$ 131,110.00 . This is a non-refundable cost. The developer will provide a cashier's check for that amount.

In accordance with Sec.25-474 of the Municipal Code, the developer will be responsible for the cost difference between the overhead electric distribution facilities and the underground electric distribution facilities, if there is one. There will be 322 new meters within this development. The developer will receive a credit per meter based on the per meter cost of the overhead electric distribution facilities. As permanent service is connected and a normal flow of electric energy is registered and accumulates 1,850 kWh per meter. This per meter charge will be

refunded or credited back up to 4 years from the date of acceptance of this agreement. The acceptance of this agreement must be within 90 days of the date above.

See the next pages for the options for payment to install electric infrastructure in the subdivision.

Developer Options for payment.

The developer has selected one of the options below for payment.

Option #1 _____ Cash Option

The developer has chosen to pay the full cost of the project up front.

\$ 600,530.00, is the estimated cost of the overhead distribution facilities.

\$ 688,453.00, is the estimated cost of the underground distribution facilities. The

difference between the overhead distribution and underground distribution is

\$ 87,923.00. This amount is non-refundable. The cost of the overhead distribution will

be refunded at the rate of \$ 1,865.00 per meter, as each meter is set and accumulates 1,850

kWh energy usage. The contractor has up to four years from the date of this agreement to have

all meters set and each meter must accumulate 1,850 kWh energy usage. Any fees for meters

not set and/or meters that have not achieved the required kWh usage, will not be refunded, and

becomes property of the City Electric Department.

\$ 131,110.00 is due for Charges in Aid to Construction (CIAC) for line extensions or

installation of electric feeds for rental lights. This is non-refundable.

The contractor will provide a cashier's check in the full amount of \$ 819,563.00,

(difference in OH to UG, plus the OH costs, plus any CIAC) made out to the City of Leesburg.

This money will need to be paid at the time this agreement is signed.

Option #2 _____ Cash Option, Developer installing Conduit

The Developer has elected to install the conduit at his expense, and receive a credit on said installation.

\$ 600,530.00, is the estimated cost of the overhead distribution facilities.

\$ 549,976.00, is the estimated cost of the underground distribution facilities, minus the

cost of installation of the conduit. The lower of the two amounts will be refunded at the rate of

\$ 1,708.00 per meter, as each meter is set and accumulates 1,850 kWh energy usage. The

contractor has up to four years from the date of this agreement to have all meters set and each

meter must accumulate 1,850 kWh energy usage. Any fees for meters not set and/or meters that

have not achieved the required kWh usage, will not be refunded, and becomes property of the

City Electric Department.

\$ 131,110.00 is due for Charges in Aid to Construction (CIAC) for line extensions or

installation of electric feeds for rental lights. This is non-refundable.

The contractor will provide a cashier's check in the full amount of \$ 681,086.00, (difference in OH to UG, plus the OH costs, plus any CIAC) made out to the City of Leesburg. This money will need to be paid at the time this agreement is signed.

Option #3 ☒ Bond or Letter of Credit Option

The developer has chosen to provide a letter of credit or surety bond to the City of Leesburg for the estimated cost of overhead construction. The contractor will pay the difference between overhead distribution facilities costs and the underground distribution facilities costs with a cashier's check.

\$ 600,530.00, is the estimated cost of the overhead distribution facilities.
\$ 688,453.00, is the estimated cost of the underground distribution facilities. The difference between the overhead distribution and underground distribution is \$ 87,923.00. This amount is non-refundable. The cost of the overhead distribution will be refunded at the rate of \$ 1,865.00 per meter, as each meter is set and accumulates 1,850 kWh energy usage. The contractor has up to four years from the date of this agreement to have all meters set and each meter must accumulate 1,850 kWh energy usage. Any fees for meters not set and/or meters that have not achieved the required kWh usage, will not be refunded, and becomes property of the City Electric Department.

The contractor will provide a cashier's check in the full amount of \$ 219,033.00, (difference in OH to UG plus any CIAC that is due) made out to the City of Leesburg. This is non-refundable. This money will need to be paid at the time this agreement is signed.

The contractor will provide a letter of credit or surety bond in the amount of \$ 600,530.00, (Cost of the overhead distribution) made out to the City of Leesburg. This bond or letter of credit shall be in force prior to the start of any work.

Option #4 ☐ Bond or Letter of Credit Option, Developer installing Conduit

The Developer has elected to install the conduit at his expense, and receive a credit on said installation.

\$ 600,530.00, is the estimated cost of the overhead distribution facilities.
\$ 549,976.00, is the estimated cost of the underground distribution facilities, minus the

cost of installation of the conduit. The lower of the two amounts will be refunded at the rate of \$ 1,708.00 per meter, as each meter is set and accumulates 1,850 kWh energy usage. The contractor has up to four years from the date of this agreement to have all meters set and each meter must accumulate 1,850 kWh energy usage. Any fees for meters not set and/or meters that have not achieved the required kWh usage, will not be refunded, and becomes property of the City Electric Department.

\$ 131,110.00 is due for Charges in Aid to Construction (CIAC) for line extensions or installation of electric feeds for rental lights. The contractor shall provide a cashier's check for this amount. This is not refundable.

The contractor will provide a cashier's check in the full amount of \$ 131,110.00, (difference in OH to UG plus any CIAC that is due) made out to the City of Leesburg. This is non-refundable. This money will need to be paid at the time this agreement is signed.

The contractor will provide a letter of credit or surety bond in the amount of \$ 549,976.00, (Cost of the overhead distribution) made out to the City of Leesburg. This bond or letter of credit shall be in force prior to the start of any work.

Developer:

The undersigned have full authority to act on behalf of the developer.

David Shahinian

Manager

Date 7/24/2019



Developer: Lake Denham Ventures, LLC
424 Luna Belle Lane, Suite 122
New Smyrna, Fl 32168

RE: Lake Denham Estates, Phase 3 (250 lots)

Lake Denham Ventures, LLC, the Developer of Lake Denham Estates, Phase 3 (250 lots), has requested the City of Leesburg Electric Department to design the electric distribution facilities for the above-mentioned project. The project is located in The City of Leesburg, Lake County, Florida. This development has been reviewed and approved by The City of Leesburg.

The developer will be charged according to the City of Leesburg ("City") Municipal Code **Sec. 25-474. Installation of electric distribution facilities**. An estimated cost of installation of both underground and overhead distribution facilities has been created by the City Electric Department. This cost is for the installation of primary and secondary electric distribution facilities only and does not include service conductors or services to individual homes. These are typically charged a flat fee on a per service basis up to 100'. The contractor will be responsible for the installation of non-residential services to the point of service determined by the City. The developer's letter of agreement (attached to this letter) explains the costs to the developer.

The City Electric Department requires utility easements to be dedicated in the final plat of subdivisions, or granted to the City prior to installation of electric utilities. Please refer to **Sec 25-450. Utility easements** in the Code of Ordinances.

The City Electric Department requires that all areas are to be at or near final grade before installation of any electric utilities. All property corners and lot lines shall be staked prior to installation. The developer will maintain proper clearances from all electric facilities. All road crossings will be installed prior to stabilized base. Any crossings not installed prior to this, will be installed by pit and mole or directional bore (City Electric Department will determine the method selected), and the developer shall bear the total cost. These and any other additional costs shall be paid before the electric distribution facilities are energized. The developer will be responsible for any compaction required due to the installation of electric facilities.

The developer can choose to install the conduit supplied by the City Electric Department,

following the City installation guidelines. The developer may receive a credit against the cost of the installation of the underground electric distribution facilities, not to exceed the estimated cost, if the developer chooses to install the conduit. The conduit shall be inspected by an employee of the City Electric Department prior to backfilling the trench. All conduits covered before this inspection is accomplished shall be uncovered by the developer at his cost and the developer shall be charged a return fee. All conduits shall have a pull string installed to insure the continuity of the conduit. Any conduits found to be plugged or damaged at the time wire is scheduled to be pulled in shall be cleared and / or repaired at the cost of the developer.

The final service locations are indicated on the subdivision drawing included with this letter. Any deviations from this plan or the designated service locations shall incur additional charges, which shall be borne by the developer. These charges shall include all material, labor and other expenses incurred by the City Electric Department as a result of the deviation. It will be the developer's responsibility to contact an Electric Service Planner at the City Electric Department to "spot" all new service locations. The City Electric Department's "Service Requirements" booklet is available online at *LeesburgFlorida.Gov*

A pre-construction meeting will be scheduled by the developer with the City Electric Service Planner who is assigned to the project, the City Electric Superintendent or his designee, the City Contract Supervisor, and representatives of the developer. Contact will be made by the developer with the City Electric Superintendent to schedule all work. The developer shall be responsible for coordination between the various trades, contractors, and utilities working on the project to insure a minimum amount of re-work, corrective actions, and delays. The City Electric Superintendent can be reached at 352-728-9786, extension 2011.

Sincerely,

_____,
Brad Chase, Electric Director

_____,
Al Minner, City Manager

Appendix 1-Design Information

Subdivision Information

250 Residential single family homes, 0 Town Homes, 0 Condos,
0 Duplexes 0 Apartment units in 0 buildings,
0 Commercial Lots, 0 Commercial Units in 0 Buildings

Residential Units are : ☐ Total Electric ☒ Electric and Gas

Electric Appliances will include: ☒ Range/oven ☒ Heat ☒ Hot Water Heater

☒ Clothes Drier ☒ Pool Heater

The average AC size is 4.0 ton. The average electrical service is 200 amps.

The average square foot of Residential house is 1800 Sq. Ft.

Lift station ☐ Yes ☒ No Voltage _____. Size of Motors _____ Horsepower,
Service Size will be _____ Amps

Additional Services

Gateway/Entrance feature ☐ Yes ☒ No - If Yes, Service size _____ Amps Qty. _____

Irrigation Meters ☒ Yes ☐ No - If Yes, Service size 100 Amps Qty. 3

Clubhouse or Rec. room ☐ Yes ☒ No - If Yes, Service size _____ Amps Voltage _____

Pool ☐ Yes ☒ No - If Yes, Service size _____ Amps



City of Leesburg Electric Department
Developer's Agreement

Developer: Lake Denham Ventures, LLC
Address 424 Luna Belle Lane, Suite 122
City/State/zip: New Smyrna, FL 32168

COL Work order # 1248508 Date 03/05/2020

The above-mentioned developer has requested the City of Leesburg ("CITY") Electric Department to design and install underground electric distribution facilities in the development " Lake Denham Estates, Phase 3 (250 lots) ".

The estimated cost of installing overhead electric distribution facilities is \$ 340,285.00 .
The estimated cost of installing underground electric distribution facilities is \$ 389,752.00 .
The estimated cost of installing underground electric distribution facilities with the developer's contractor installing the conduit is \$ 333,707.00 .

The estimated costs for Charges in Aid to Construction (CIAC) for the extension of lines and or for the electric feeds for rental lights in the subdivision is \$ 0.00 . This is a non-refundable cost. The developer will provide a cashier's check for that amount.

In accordance with Sec.25-474 of the Municipal Code, the developer will be responsible for the cost difference between the overhead electric distribution facilities and the underground electric distribution facilities, if there is one. There will be 253 new meters within this development. The developer will receive a credit per meter based on the per meter cost of the overhead electric distribution facilities. As permanent service is connected and a normal flow of electric energy is registered and accumulates 1,850 kWh per meter. This per meter charge will be

refunded or credited back up to 4 years from the date of acceptance of this agreement. The acceptance of this agreement must be within 90 days of the date above.

See the next pages for the options for payment to install electric infrastructure in the subdivision.

Developer Options for payment.

The developer has selected one of the options below for payment.

Option #1 ☐ Cash Option

The developer has chosen to pay the full cost of the project up front.

\$ 340,285.00, is the estimated cost of the overhead distribution facilities.

\$ 389,752.00, is the estimated cost of the underground distribution facilities. The

difference between the overhead distribution and underground distribution is

\$ 49,467.00. This amount is non-refundable. The cost of the overhead distribution will

be refunded at the rate of \$ 1,345.00 per meter, as each meter is set and accumulates 1,850

kWh energy usage. The contractor has up to four years from the date of this agreement to have

all meters set and each meter must accumulate 1,850 kWh energy usage. Any fees for meters

not set and/or meters that have not achieved the required kWh usage, will not be refunded, and

becomes property of the City Electric Department.

\$ 0.00 is due for Charges in Aid to Construction (CIAC) for line extensions or

installation of electric feeds for rental lights. This is non-refundable.

The contractor will provide a cashier's check in the full amount of \$ 389,752.00,

(difference in OH to UG, plus the OH costs, plus any CIAC) made out to the City of Leesburg.

This money will need to be paid at the time this agreement is signed.

Option #2 ☐ Cash Option, Developer installing Conduit

The Developer has elected to install the conduit at his expense, and receive a credit on said installation.

\$ 340,285.00, is the estimated cost of the overhead distribution facilities.

\$ 333,707.00, is the estimated cost of the underground distribution facilities, minus the

cost of installation of the conduit. The lower of the two amounts will be refunded at the rate of

\$ 1,319.00 per meter, as each meter is set and accumulates 1,850 kWh energy usage. The

contractor has up to four years from the date of this agreement to have all meters set and each

meter must accumulate 1,850 kWh energy usage. Any fees for meters not set and/or meters that

have not achieved the required kWh usage, will not be refunded, and becomes property of the

City Electric Department.

\$ 0.00 is due for Charges in Aid to Construction (CIAC) for line extensions or

installation of electric feeds for rental lights. This is non-refundable.

The contractor will provide a cashier's check in the full amount of \$ 333,707.00, (difference in OH to UG, plus the OH costs, plus any CIAC) made out to the City of Leesburg. This money will need to be paid at the time this agreement is signed.

Option #3 ☒ Bond or Letter of Credit Option

The developer has chosen to provide a letter of credit or surety bond to the City of Leesburg for the estimated cost of overhead construction. The contractor will pay the difference between overhead distribution facilities costs and the underground distribution facilities costs with a cashier's check.

\$ 340,285.00, is the estimated cost of the overhead distribution facilities.

\$ 389,752.00, is the estimated cost of the underground distribution facilities. The difference between the overhead distribution and underground distribution is \$ 49,467.00.

This amount is non-refundable. The cost of the overhead distribution will be refunded at the rate of \$ 1,345.00 per meter, as each meter is set and accumulates 1,850 kWh energy usage. The contractor has up to four years from the date of this agreement to have all meters set and each meter must accumulate 1,850 kWh energy usage. At the end of the four-year period, a claim will be placed on the Letter of Credit or Bond for any meters that have not been installed, or reached the 1,850 kWh usage as required. The developer can choose to pay the amount due, or have it collected from the bond or letter of credit.

The contractor will provide a cashier's check in the full amount of \$ 49,467.00, (difference in OH to UG plus any CIAC that is due) made out to the City of Leesburg. This is non-refundable. This money will need to be paid at the time this agreement is signed.

The contractor will provide a letter of credit or surety bond in the amount of \$ 340,285.00, (Cost of the overhead distribution) made out to the City of Leesburg. This bond or letter of credit shall be in force prior to the start of any work.

Option #4 _____ Bond or Letter of Credit Option, Developer installing Conduit

The Developer has elected to install the conduit at his expense, and receive a credit on said installation.

\$ 340,285.00, is the estimated cost of the overhead distribution facilities.

\$ 333,707.00, is the estimated cost of the underground distribution facilities, minus the cost of installation of the conduit. The lower of the two amounts will be refunded at the rate of \$ 1,319.00 per meter, as each meter is set and accumulates 1,850 kWh energy usage. The contractor has up to four years from the date of this agreement to have all meters set and each meter must accumulate 1,850 kWh energy usage. At the end of the four year period, a claim will be placed on the Letter of Credit or Bond for any meters that have not been installed, or reached the 1,850 kWh usage as required. The developer can choose to pay the amount due, or have it collected from the bond or letter of credit.

\$ 0.00 is due for Charges in Aid to Construction (CIAC) for line extensions or installation of electric feeds for rental lights. The contractor shall provide a cashier's check for this amount. This is not refundable.

The contractor will provide a cashier's check in the full amount of \$ 0.00, (difference in OH to UG plus any CIAC that is due) made out to the City of Leesburg. This is non-refundable. This money will need to be paid at the time this agreement is signed.

The contractor will provide a letter of credit or surety bond in the amount of \$ 333,707.00, (Cost of the overhead distribution) made out to the City of Leesburg. This bond or letter of credit shall be in force prior to the start of any work.

Developer:

The undersigned have full authority to act on behalf of the developer.

David Shahinian, _____, _____
Manager Date March 5, 2020

_____, _____
_____, _____ Date _____





Utility Surety Bond #106873225

We, Lake Denham Ventures LLC, of the City of New Smyrna Beach,
County of Volusia, and State of Florida, as Principal, and
Travelers Casualty and Surety Company of America, as Surety duly qualified and authorized under the laws of
the State of Florida to act as sole surety on bonds or undertakings within the State of Florida, do hereby
acknowledge our joint and several indebtedness to the CITY OF LEESBURG, FLORIDA (hereinafter
referred to as the "CITY", in the penal sum of \$ 600,530.00 for the payment of which sum we
hereby obligate and bind ourselves and our respective legal representatives, successors and assigns,
jointly and severally.

The condition of this obligation is that:

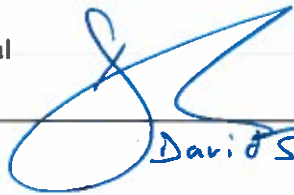
1. Principal has applied to the City for provision of electric utility services to the subdivision
named Lake Denham Estate, Phase 1 & 2, which is owned, occupied
or controlled by Principal and located in the City of Leesburg Electric Department's Electric
Service Territory in Lake County, Florida. The subdivision has been approved by
the City of Leesburg.
2. Pursuant to 25.474(b). of the Code of Ordinances of the City, Principal is required to put up a
deposit in the amount of \$ 600,530.00 as condition of receiving the requested utility
services, which is the estimated cost to install the overhead electric to feed the above
named subdivision. 25.474(b). permits Principal to put up this bond in lieu of a cash deposit.
3. This bond is conditioned on the prompt and faithful payment by Principal, when due, of all
charges levied by the City against Principal for the installation of Electric Utility Services as
described in the Developer's Agreement, Dated 7/16/19. If Principal shall promptly and
timely pay all sums due and owing for such Electric Utility Service, then this Bond and the
obligations created hereby shall be null and void, otherwise it shall remain in full force and
effect. It is intended by all parties that this Bond be applied and interpreted to comply fully
with requirements of 25.474(b).of the City's Code of Ordinances.
4. Liability of the issuer of this Bond will be reduced by the amount determined in the
Developer's Agreement for any meters permanently installed with normal flow of electricity
(1,850 combined kwh) pursuant to the Code of Ordinance's, 25.474(b).

5. If the City brings suit to collect on this Bond, then in addition to any amounts recovered hereunder, the City shall also be entitled to recover all reasonable attorney's fees and court costs incurred, whether at trial, on appeal, or in any proceedings to collect any judgement or proceedings in bankruptcy or insolvency.

Signed and sealed this 25th day of July 2019

Principal

Lake Denham Ventures LLC, a Florida limited liability
company


David Shahinian, GM

Surety

Travelers Casualty and Surety Company of America

by:


Samantha Dent, Attorney-in-Fact

TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Samantha Dent of Tampa, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of July, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



Utility Surety Bond #106873449

We, Lake Denham Ventures LLC, of the City of New Smyrna Beach,
County of Volusia, and State of Florida, as Principal, and
Travelers Casualty and Surety Company of America, as Surety duly qualified and authorized under the laws of
the State of Florida to act as sole surety on bonds or undertakings within the State of Florida, do hereby
acknowledge our joint and several indebtedness to the CITY OF LEESBURG, FLORIDA (hereinafter
referred to as the "CITY", in the penal sum of \$ 340,285.00 for the payment of which sum we
hereby obligate and bind ourselves and our respective legal representatives, successors and assigns,
jointly and severally.

The condition of this obligation is that:

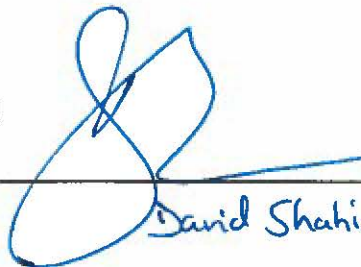
1. Principal has applied to the City for provision of electric utility services to the subdivision
named Lake Denham Estate, Phase 3, which is owned, occupied
or controlled by Principal and located in the City of Leesburg Electric Department's Electric
Service Territory in Lake County, Florida. The subdivision has been approved by
the City of Leesburg.
2. Pursuant to 25.474(b). of the Code of Ordinances of the City, Principal is required to put up a
deposit in the amount of \$ 340,285.00 as condition of receiving the requested utility
services, which is the estimated cost to install the overhead electric to feed the above
named subdivision. 25.474(b). permits Principal to put up this bond in lieu of a cash deposit.
3. This bond is conditioned on the prompt and faithful payment by Principal, when due, of all
charges levied by the City against Principal for the installation of Electric Utility Services as
described in the Developer's Agreement, Dated 3/5/2020. If Principal shall promptly and
timely pay all sums due and owing for such Electric Utility Service, then this Bond and the
obligations created hereby shall be null and void, otherwise it shall remain in full force and
effect. It is intended by all parties that this Bond be applied and interpreted to comply fully
with requirements of 25.474(b).of the City's Code of Ordinances.
4. Liability of the issuer of this Bond will be reduced by the amount determined in the
Developer's Agreement for any meters permanently installed with normal flow of electricity
(1,850 combined kwh) pursuant to the Code of Ordinance's, 25.474(b).

5. If the City brings suit to collect on this Bond, then in addition to any amounts recovered hereunder, the City shall also be entitled to recover all reasonable attorney's fees and court costs incurred, whether at trial, on appeal, or in any proceedings to collect any judgement or proceedings in bankruptcy or insolvency.

Signed and sealed this 13th day of March 2020

Principal

Lake Denham Ventures LLC, a Florida limited liability
company

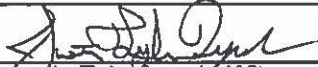

David Shahinian.

Surety

Travelers Casualty and Surety Company of America

by:


Samantha Dent, Attorney-in-Fact



Austin Tyler Lynch, Witness As-to-Surety



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Samantha Dent** of Tampa Florida, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

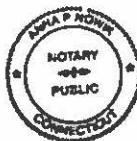
By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of March, 2020



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: June 28, 2021

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment 2 to Cost-Share Agreement between St. Johns River Water Management District and City of Leesburg for the Turnpike Wastewater Facility Water Quality Improvement Project; and providing an effective date.

Staff Recommendation:

Staff recommends authorization of Amendment 2 to Cost-Share Agreement between St. Johns River Water Management District (SJRWMD) and City of Leesburg for the Turnpike Wastewater Facility Water Quality Improvement Project.

Analysis:

On October 12th, 2020 the City Commission of the City of Leesburg passed and adopted Resolution No. 10,734 authorizing the Mayor and City Clerk to execute a Cost-Share Agreement with SJRWMD for the Turnpike Wastewater Facility Water Quality Improvement Project. The completion date of the executed Cost-Share Agreement is September 30, 2021. In order to ensure that the full amount of the Cost-Share Agreement is executed, an extension of the completion date until January 31, 2022 is being proposed in Amendment 2.

Extension of the completion date is being proposed due to the uncertainty of the project's construction schedule. Although the City Staff and our Construction Manager at Risk Contractor are confident that the work in place eligible for reimbursement via the Cost-Share Agreement will be completed prior to the original completion date, executing Amendment 2 will ensure that any uncertainty is removed and will provide an adequate time extension to complete all work in place eligible for reimbursement.

Procurement Analysis:

N/A

Options:

1. Approve execution of Amendment 2 of the Cost-Share Agreement with SJRWMD; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The maximum amount of "construction cost" eligible for Cost-Sharing by SJRWMD is \$1,400,00.00.

Account number 044-0000-337-3800

Submission Date and Time: 6/23/2021 11:53:14 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT 2 TO COST-SHARE AGREEMENT BETWEEN ST. JOHNS
RIVER WATER MANAGEMENT DISTRICT AND CITY OF LEESBURG FOR
THE TURNPIKE WASTEWATER FACILITY WATER QUALITY
IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with St. Johns River Water Management District, whose address is 4049 Reid Street, Palatka, Florida 32177, for Amendment of the Cost-Share Funding Agreement of the Turnpike Wastewater Facility Water Quality Improvements Project pursuant to Contract #35766; Amendment #2.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28th day of June 2021.

Mayor

ATTEST:

City Clerk

**AMENDMENT 2 TO THE COST-SHARE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF LEESBURG FOR TURNPIKE WASTEWATER
FACILITY WATER QUALITY IMPROVEMENTS PROJECT**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and CITY OF LEESBURG ("Recipient") whose address is 501 W. Meadow Street, Leesburg, Florida 34748. and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 35766 on October 28, 2020 to provide funding for the Recipient's Turnpike Wastewater Facility Water Quality Improvements Project ("Agreement"). The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

Paragraph 1(a) TERM; WITHDRAWAL OF OFFER: delete this paragraph and replace it with the following paragraph:

- (a) The term of this Agreement is from October 28, 2020 ("Effective Date") through January 31, 2022 ("Completion Date"). Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made in writing before November 1, 2021. For projects whose District contribution exceeds \$100,000, timely requests to extend the Completion Date more than six months beyond the original Completion date, September 30, 2021, may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
2. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF LEESBURG

By: _____
Louis J. Donnangelo, Bureau Chief
Bureau of Project Management, or Designee

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

RESOLUTION NO. 10,734

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A COST-SHARE AGREEMENT WITH
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FOR THE TURNPIKE WASTEWATER FACILITY WATER
QUALITY IMPROVEMENTS PROJECT; AND PROVIDING AN
EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA:

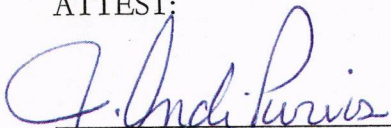
THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT** whose address is 4049
Reid Street, Palatka, Florida 32177, for Cost-Share Funding of the Turnpike Wastewater
Facility Water Quality Improvements Project pursuant to Contract #35766.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg,
Florida, at a regular meeting held the 12th day of October 2020.


Elise A. Dennison, Mayor

ATTEST:


City Clerk

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF LEESBURG**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF LEESBURG ("Recipient"), 501 W. Meadow Street, Leesburg, Florida 34748. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2020-2021 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its April 14, 2020 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Turnpike Wastewater Facility Water Quality Improvements Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2021 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before July 1, 2021. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates September 30, 2020; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after September 30 will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before June 30, 2021, the cost-share agreement will be subject to termination and the funds subject to reallocation.

- 2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

- 3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. AMOUNT OF FUNDING.

- (a) For satisfactory completion of the Project, the District shall pay Recipient 23% of the total estimated construction cost of the Project, but in no event shall the District cost-share exceed \$1,400,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices quarterly as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$1,400,000, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to

maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

- 6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment to the Agreement.
- 7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Derek Busby, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571
Phone: 386-329-4459
Email: dbusby@sjrwmd.com

RECIPIENT

Clifford Kelsey, Project Manager
City of Leesburg
550 S. 14th Street
Leesburg, Florida 34748
Phone: 352-435-9442
Email: Cliff.Kelsey@leesburgflorida.gov

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Analyst within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

- 10. WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
20. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF LEESBURG

By: Wendy L. Cox

Ann B. Shortelle, Ph.D., Executive Director, or designee

By: Elise Dennison

Elise Dennison, Mayor

Typed Name and Title

Date: 10/28/20

Date: _____

Attest: J. Andi Purvis

J. Andi Purvis, City Clerk

Typed Name and Title

Attachments:

Attachment A — Statement of Work

Attachment B — Project Progress Report Form

Attachment C — District Supplemental Instructions Form

**ATTACHMENT A - STATEMENT OF WORK
TURNPIKE WASTEWATER FACILITY WATER QUALITY IMPROVEMENTS PROJECT**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2020-2021 to develop and implement resource and water supply development projects and promote conservation. On April 14, 2020, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Leesburg (Recipient) requested funding for their Turnpike Wastewater Facility Water Quality Improvements project (Project) for the not to exceed amount of \$1,400,000. The estimated total construction cost of \$21,000,000 includes treatment improvements at the wastewater facility and expansion of the reclaimed water system; however, the District's cost share portion is to be applied only to the construction of the treatment improvements at the wastewater treatment facility. The estimated total construction cost for the cost-share portion is \$6,000,000. This request was approved by the Governing Board. The Recipient is located in Lake County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to effect Wastewater Treatment Facility (WWTF) treatment upgrades that improve water quality being discharged to the WWTF sprayfield(s). The improvements will result in nutrient load reductions of approximately 18,265 lbs./yr. total nitrogen to Okahumpka Swamp and Little Lake Harris.

III. SCOPE OF WORK

The Project will result in wastewater treatment improvements to the Recipient's WWTF such as a new sequencing batch reactor treatment basin with internal aeration system and decanters, new waste pumps, new blowers for increased treatment efficiency, and new blower piping, that will result in effluent disposal quality improvements over current treatment levels.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the

total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):

- Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
- Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
- Construction plans, specifications, and contract documents for the site work must be made available upon request;
- Written verification that the record drawings and any required final inspection reports for the project are received;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos including preconstruction, construction and postconstruction with dates. Quarterly reports shall also be emailed to the District's Budget Analyst at hnbarker@sjrwmd.com.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 30, 2021. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	10/1/20	9/30/21

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 23% of the total construction cost for the elements of the project meeting the objectives as described above, but in no event shall the District's cost-share exceed \$1,400,000. It is anticipated that all expenditures will occur in FY 20-21.

In the event the Recipient incurs any Project expenses prior to the Effective Date of the Agreement, the District will not reimburse the Recipient for those expenses. If the Effective Date of the Agreement is before October 1, 2020, the District will not reimburse the Recipient for expenses incurred prior to October 1, 2020.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst is hnbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by City of Leesburg detailing the Project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement

FY 20-21 (10/1/2020 – 9/30/2021)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$6,000,000	\$1,400,000

**ATTACHMENT B
PROJECT PROGRESS REPORT**

St. Johns River Water Management District
Project Progress Report

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	Turnpike Wastewater Facility Water Quality Improvements Project		
Recipient:	City of Leesburg		
SJRWMD Contract Number:	35766	SJRWMD Project Manager:	Derek Busby
		Recipient's Project Manager:	DC Maudlin, Jr.

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-Share Budget

Total Cost-Share Budget:		Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:		Percent Cost-Share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues and solutions. Explain in detail.

--

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: DC Maudlin, Jr., Project Manager
City of Leesburg
550 S. 14th Street
Leesburg, FL 34748

FROM: Derek Busby, Project Manager

CONTRACT NUMBER: 35766

CONTRACT TITLE: Turnpike Wastewater Facility Water Quality Improvements Project

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. RECIPIENT'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

Recipient's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Recipient agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____

Derek Busby, District Project Manager

Acknowledged: _____ Date: _____

Carol Taylor Miller, District Senior Procurement Specialist

c: Contract file
Financial Services

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: June 28, 2021

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 2 to Public Transportation Grant Agreement (PTGA) (Financial Project No. 446941-1-94-01) with the Florida Department of Transportation, to add construction funds to complete the US Customs & Border Protection Facility Rehabilitation project, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of Amendment 2 to the FDOT PTGA, Financial No. 446941-1-94-01 Grant Agreement.

Analysis:

Staff has requested and been presented with an Amendment to the US Customs & Border Protection Facility Rehab Grant Agreement to complete construction.

Procurement Analysis:

N/A

Options:

1. Approve and execute Amendment 2 to PTGA Financial No. 446941-1-94-01 Grant Agreement; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total project cost increased by \$23,750.00. FDOT will participate in 80% of Amendment 2 costs, an amount of \$19,000.00. A budget adjustment to add the additional funds will be completed upon receiving the fully executed agreement.

Account No.	<u>048-0000-334-41.00</u>
Project No.	<u>480002</u>
WF No.	<u>1253798</u>
Budget	19,000.00

Available	19,000.00
-----------	-----------

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT 2 TO PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) (FINANCIAL PROJECT NO. 446941-1-94-01) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, TO ADD CONSTRUCTION FUNDS TO COMPLETE THE US CUSTOMS & BORDER PROTECTION FACILITY REHABILITATION PROJECT, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an Amendment 2 to Public Transportation Grant Agreement (PTGA) (Financial Project No. 446941-1-94-01) with the Department of Transportation for the U.S. Customs and Border Patrol Facility Rehabilitation at the Leesburg International Airport.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28th day of June 2021.

Mayor

ATTEST:

City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 11/19

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$23,750 bringing the revised total cost of the project to \$661,250.

The Department's participation is X increased/ ___ decreased by \$19,000. The Department agrees to participate in the Project cost up to the maximum amount of \$529,000, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Jack Adkins
Title: Interim Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Facility Rehabilitation: Leesburg International Airport (LEE) currently provides customs clearance for aircraft at the U.S. Customs and Border Patrol (USCBP) facility constructed in 2005. A recent inspection by USCBP identified a number of deficiencies in the facility relative to the current facility standards. The rehabilitation will require demolition and replacement of interior walls, mechanical/electrical/plumbing (MEP) services, and the addition of safety and security equipment. Temporary office facilities will be used for USCBP operations during construction to bring the building into compliance with the USCBP General Aviation Facilities Design Standards, published in December 2018.

B. Project Location (limits, city, county, map): Leesburg International Airport/Leesburg, FL/Lake

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, permitting, construction inspection and material testing costs, and mobilization. Demolition and construction of HVAC, electrical, plumbing, close circuit T.V. (CCTV) and related security upgrades, and primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), furnishings, and temporary facilities, including all materials, equipment, labor, and incidentals required to complete the building project. The Sponsor will comply with Aviation Program Assurances.

The specifics of the Project Scope for construction are described in and limited by the Project Construction Documents identified as "Leesburg International Airport USCBP Interior Office Renovation" prepared by GAI Consultants, Inc., signed and sealed on the 21st day of August, 2020, together with all plan and specification updates, necessary design variations, exceptions, and change orders approved by the Agency.

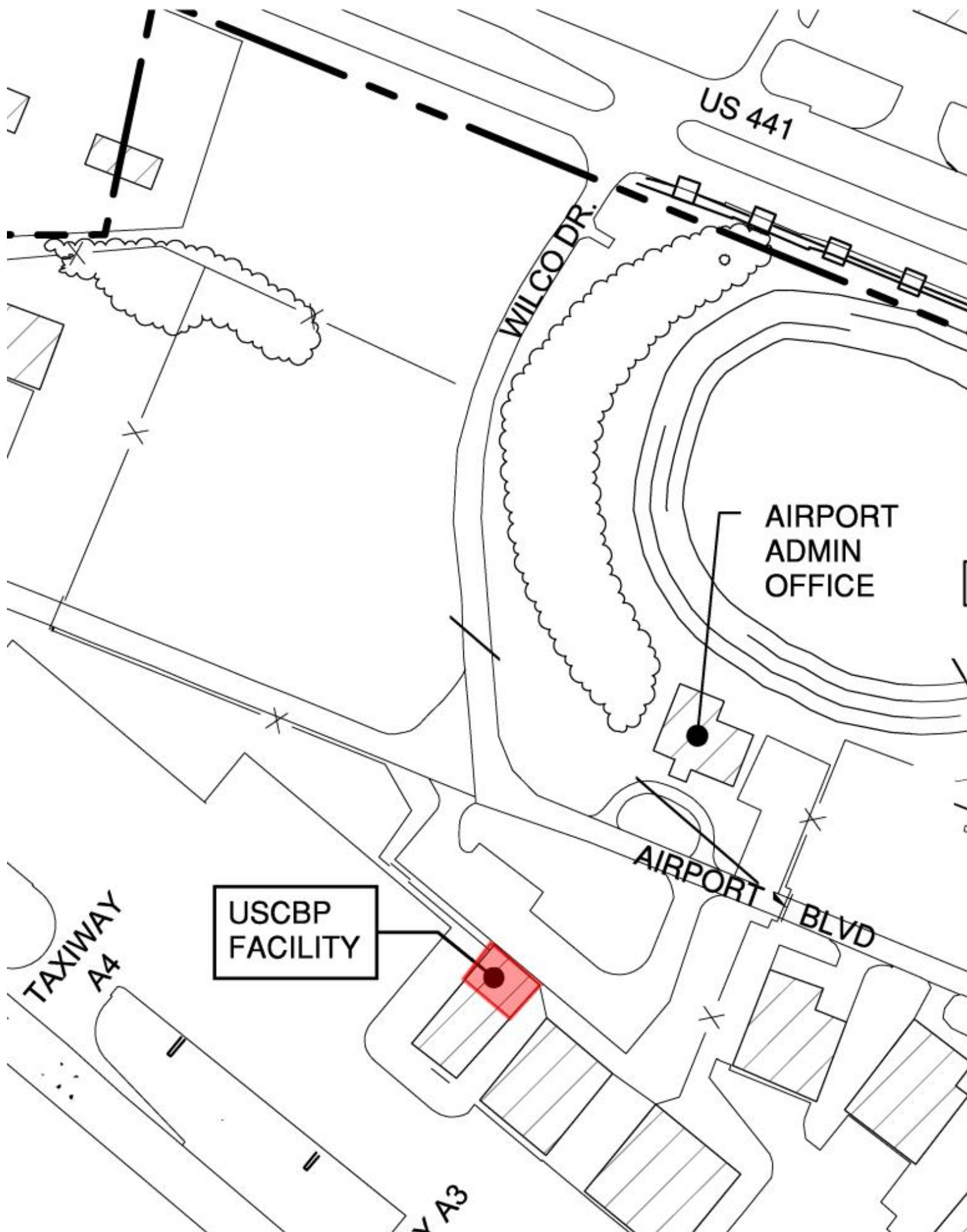
D. Deliverable(s): Final close out documents to be uploaded into Jacip.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored Material

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446941-1-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$200,000
446941-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$310,000
446941-1-94-01	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$19,000
446941-1-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$4,750
446941-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$77,500
446941-1-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$50,000
Total Financial Assistance							\$661,250

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$529,000.00	\$132,250.00	\$0.00	\$661,250.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$529,000.00	\$132,250.00	\$0.00	\$661,250.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph Jerkins

Department/Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$529,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: June 28, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 221 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for commercial and residential development for a property generally located east of U.S. Highway 27 and south of Windsong Oak Drive, as legally described in Sections 25 and 36, Township 20 South, Range 24 East, and Sections 30 and 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Windmill)

Staff Recommendation:

Planning and Zoning staff and the Planning Commission recommend approval of the request to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for commercial and residential development.

Analysis:

The project site is approximately 221 +/- acres, and is generally located east of U.S. Highway 27 and south of Windsong Oak Drive as shown on the attached maps. At this time, the property is agriculture (pasture and timber). The proposal will allow for commercial and residential development. The existing land uses surrounding the property are pasture, timber, vacant commercial, mobile home park, institutional, single-family residential, non-agriculture acreage, and orange groves. City of Leesburg utilities are available nearby.

This action will extend the phasing language of the PUD (Planned Unit Development) zoning for ten (10) years, as previously discussed by Commission at the May 24, 2021 meeting.

The Planning Commission held a public hearing on the application on April 22, 2021 and recommended approval by a vote of 7-0.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development) to allow for commercial and

residential development; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 221 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR COMMERCIAL AND RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF WINDSONG OAK DRIVE, AS LEGALLY DESCRIBED IN SECTIONS 25 AND 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND SECTIONS 30 AND 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (WINDMILL)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of A. Wayne Rich, 390 N. Orange Avenue, Suite 1400, Orlando, Florida, 32801, petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from PUD (Planned Unit Development) to PUD (Planned Unit Development), with amended conditions, to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall amend the conditions of Ordinance 17-17 and Ordinance 17-41 by deleting Section 16.B Development Phasing (Exhibit B) of these two aforementioned ordinances. All other conditions, standards and requirements shall remain unchanged by this action.

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 28th day of June 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Lowrie Brown
PROJECT: Lowrie Brown Ranch – Orange Bend
REQUEST: Planned Developments Rezoning - PUD (Planned Unit Development)
CASE NO.: RZ-21-27 Lowrie Brown Ranch – Orange Bend
MEETING DATE: March 18, 2021

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

based on the following information and reason(s):

1. The request to annex the subject property, amend the Comprehensive Plan Future Land Use Map and rezone the property to PUD (Planned Unit Development) was approved in 2017 under Ordinances 17-06, 17-08 and 17-09 respectively.
2. The proposed request is to delete ***Section 13.C Development Phasing***, from the approved PUD zoning. This section did require substantial commencement within a 48-month time period.
3. Planning and Zoning staff recommendations of previous rezoning (case RZ 16-67 (attached hereto) as approved by ordinance 17-08, remain valid reasons for approval of this request.
4. Phasing provisions in PUD zonings have not had the intended effect of moving development forward, but, over the course of time, have generally proven to be unnecessary regulations and disincentives to future development. Over the past year, staff has begun removing this provision from the requirements from the majority of PUD zoning applications.

Action Requested:

1. Vote to approve the recommendation to amend the zoning conditions on the subject property to eliminate ***Section 13.C Development Phasing*** from the approved Orange Bend Planned Unit Development Conditions, which include Attachment 1 (October 20, 2016 Staff Recommendation), and Exhibits A-C dated March 18, 2021 and forward to the City Commission for consideration.



2016 RECOMMENDATION (Attachment 1)
CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

OWNER: Lowrie Brown
PROJECT: Lowrie Brown Ranch
REQUEST: Planned Developments Rezoning - PUD (Planned Unit Development)
CASE NO.: RZ-16-87
MEETING DATE: October 20, 2016

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request to rezone the subject property from A (Agricultural) and County R-1 (Rural Residential) to City PUD (Planned Unit Development) is compatible with adjacent property zoned A (Agricultural) and County R-1 (Rural Residential) to the north, west and south, R-3 (Medium Residential District) to the west and south, and R-6 (Urban Residential District) to the east.
2. The proposed request is compatible with the existing future land use designation of County Urban Low Density to the north, south and west, and with property having an existing future Land Use of Urban Medium Density to the east.
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to rezone the subject property from County A (Agricultural) and County R-1 (Rural Residential) to City PUD (Planned Unit Development) with the Brown Ranch Planned Unit Development Conditions attached as Exhibits A-C hereto, dated October 20, 2016 and forward to the City Commission for consideration.

BROWN RANCH
(Orange Bend)
PLANNED UNIT DEVELOPMENT CONDITIONS
March 18, 2021

This Planned Unit Development Conditions for a PUD (Planned Unit Development) District is granted by the City of Leesburg Planning Commission, Lake County, Florida to Lowrie Brown Investment Company "Permittee" for the purposes and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" has requested a Planned Unit Development (PUD) zoning district to allow construction of a proposed mixed use development comprised of a maximum of 799 single family and 196 townhouse and multifamily residential units, and 283,700 square feet of mixed use (commercial & government/institutional uses) on approximately 640 acres generally located north of County Road 44 and south of Haines Creek, on a site annexed into the City of Leesburg in accordance with their PUD application and supplemental information.

1. **PERMISSION** is hereby granted to Lowrie Brown Investment Company to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described as follows:

2. **LEGAL DESCRIPTION:**
See attached legal Exhibit B.

3. **LAND USES**

The above-described property, containing approximately 640 acres, shall be used for single family, townhouse and multi-family residential uses, along with a mix of commercial and institutional/government uses, as described below. The property is currently in agricultural uses and shall be allowed to remain in such use until such time as each phase is developed.

- A. **Permitted Uses**

1. Detached single family residential units
2. Townhouse single family residential units
3. Multi-family residential units
4. Retail shops
5. Banking and investment services
6. Restaurants/Diners
7. Bakeries
8. Liquor/package stores
9. Indoor recreation and entertainment
10. Medical/ dental offices and services
11. Personal Services
12. Music/dance/gymnasium uses
13. Community Centers
14. Mini-storage/flex space
15. Churches/houses of worship
16. Art galleries

17. Hotels
18. General office uses
19. Lounges/bars
20. Government offices and uses
21. Education facilities
22. Day Care
23. Residential Uses
24. Youth Activity centers
25. ACLF/Assisted living/nursing homes
26. RV/Boat Storage
27. Accessory structures for residential uses.
28. Temporary sales center offices (modular or site-built) shall be allowed during construction and sales in all areas.
29. Interim Agricultural uses as noted above, to include timber, citrus, cattle, horses, hay and sod production. These uses shall be allowed to continue until such time as the nearest pod has achieved either 50% build out of the square footage for commercial uses or 50% of the total residential units are constructed for the nearest residential pod. Should any disagreement over use arise, City Staff may consult Lake County Agriculture zoning district regulations.

B. Support Services

1. A site, not to exceed one (1) acre, shall be dedicated to the City of Leesburg for support services, i.e. fire station, police substation, emergency services or other municipal uses.

C. Prohibited Uses

1. All uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

D. Other Related Uses

1. Other related uses may be included by written determination of the Planning & Zoning Manager. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these PUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

2. Development/Land Use Matrix

Pod #	Acreage	Land Use	Building SF	Density	MF Units	SF Units
Pod 1	11.69	Commercial	100,000	8500 sf/ acre		
Pod 2	19.73	MUC	165,000	8500 sf/ acre		
Pod 3	13.06	MF		8.0	100	
Pod 4A	5.70	MF		6.0	34	
Pod 4B	10.16	MF		6.0	62	
Pod 5	9.65	SF		4.0		38
Pod 6	29.19	SF		5.5		161
Pod 7	28.46	SF		4.0		113
Pod 8	23.46	SF		3.0		70
Pod 9	8.83	Club		0.0		
Pod 10	18.08	SF		2.0		36
Pod 11	16.35	SF		3.0		49
Pod 12	5.76	SF		2.0		12
Pod 13	10.67	SF		2.0		21
Pod 14	7.68	SF		2.0		15
Pod 15	47.56	SF		1.5		71
Pod 16	27.18	SF		3.0		82
Pod 17	27.27	SF		2.0		55
Pod 18	12.86	SF		6.0		76
Pod 19	2.20	Commercial	18,700	8500 sf/ acre		
TOTAL	335.54		283,700		196	799

Phases may be developed in any order depending on engineering and market demand.

4. DEVELOPMENT STANDARDS

A. General Development Standards

1. Where not addressed by these Planned Unit Development Conditions, the minimum development standards for all development shall default to the requirements City of Leesburg Code of Ordinances as amended.
2. Minimum distance between structures shall be 10 feet; measured from building wall to building wall and the roof overhang shall not exceed 40 percent of the distance between the building wall and the property line.
3. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
4. An attached screened enclosure (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line.
5. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

B. Residential Development Standards

1. The project shall contain a maximum gross density not to exceed 1.6 units per acre on the approximately 640 acre site, as shown in the Development/Land Use Matrix in Section 3 above.
2. The minimum residential lot development standards shall be as follows:
 - a. For detached single family units:
 - i. Minimum house size: 1,400 square feet. Each additional bedroom to added above the minimum house size shall be a minimum of 120 square feet.
 - ii. Each residential structure shall have a minimum two car garage
 - iii. Minimum lot size shall be 6,250 square feet.
 - iv. Minimum lot width for all interior lots shall be no less than 50 feet.
 - v. Maximum impervious surface for residential lots shall be sixty-five (65) percent.
 - vi. Maximum building height: two (2) stories and 35 feet
 - vii. Minimum building setbacks for detached single family units shall be:
 - Front setback – 20 minimum (may be staggered);
 - Rear setback – 20 feet;
 - Side setback – 10 feet as stated in 4.A.2
 - Street side setback - 15 feet
 - Accessory structures – 5 feet
 - b. For single family townhouse units:
 - i. Minimum house size: 1,100 square feet
 - ii. Minimum lot size shall be 2,200 sq. ft.
 - iii. Minimum lot width shall be no less than 22 feet.
 - iv. Maximum impervious surface for residential lots shall be sixty-five (65) percent.
 - v. Maximum building height: two (2) stories and 35 feet
 - vi. Minimum building setbacks for single family townhouse units shall be:
 - Front setback – 20 minimum (may be staggered);
 - Rear setback – 20 feet;

Side setback – 10 feet as stated in 4.A.2; common wall setback is 0 feet.

Street side setback - 15 feet

Accessory structures – 5 feet

c. Multi-family residential units

- i. Shall meet the minimum lot and standards as prescribed under the C-3 (Highway Commercial) zoning designation for residential units.
- ii. Shall be consistent with the Architectural and Design Standards noted in section 5.C shown herein.

d. Platting

- i. All lots shall be required to be platted through the City of Leesburg subdivision plan approval process.

C. Commercial Development Standards

1. Commercial Development Standards shall follow the C-3 (Highway Commercial) development standards except as amended herein.
2. Impervious surface coverage for commercial, government/ institutional areas within this site shall not exceed eighty (80) percent of the gross site area.
3. A minimum of twenty (20) percent of the site within the commercial, government/institutional areas shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
4. Maximum Building Height:
Two (2) stories and 45 feet for commercial.

D. Spatial Requirements

1. Spatial requirements set forth herein shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.
2. Signage: All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended.
3. Parking
 - a. The permittee shall have off-street parking spaces within the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances, which shall include the required number of handicapped parking spaces.
 - b. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

5. DESIGN STANDARDS AND REQUIREMENTS

A. Residential Design

1. All buildings shall utilize at least three (3) of the following design features including garage vehicle doors to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - a) Dormers
 - b) Gables
 - c) Recessed or raised entries
 - d) Covered porch entries
 - e) Cupolas
 - f) Pillars or decorative posts
 - g) Bay window (minimum 12 inch projections)
 - h) Eaves (minimum 6-inch projections)
 - i) Front windows with arched glass tops and minimum 4-inch trim.
 - j) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - k) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
2. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - a) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - b) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 - c) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

B. Commercial Design

1. The City of Leesburg has recently adopted Architectural Standards under Ordinance 16-35. These standards, as amended, shall govern the design of all structures within the commercial and government/institutional areas.

C. Design Variations

1. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.

6. LANDSCAPING AND BUFFER REQUIREMENTS

- A. Except as otherwise provided herein, a minimum twenty-five (25) foot landscape buffer, as shown on the attached Conceptual Site Plan (Exhibit C) shall be provided along the all boundaries (south, west and east) of the property. The northern boundaries of Pods 10,

12, 13, 14, 15 and 19 and the western boundary of Pod 15 shall be exempt from the landscape buffer. The northern boundary of Pod 5 and eastern boundary of Pods 7 and 10 shall be exempt from this buffer requirement and remain in an undisturbed condition except as noted in 6.B. below.

- B. In order to shield, both visually and physically, the property currently described as Alt Key #1702593 from any negative impacts associated with abutting uses, a minimum fifty (50) foot buffer shall be provided along the eastern boundary of Pods 7 and 10 and along the northern boundary of Pod 5 (Exhibit D). The buffer shall be completely opaque from the ground up to a minimum height of six (6) feet in the areas along the perimeter of said buffer. The balance of the buffer width will be a combination of planted and natural vegetation as shown in Exhibit D. The buffer shall not be considered to be part of the abutting residential lot, nor shall buffer be used a part of the required recreation area or drainage system for the property. The perimeter of the buffer may utilize a masonry wall, vinyl fence or planted hedge or any combination thereof which maintains a completely opaque buffer. The buffer must be at least three (3) feet in height at installation capable of attaining full height and opacity within twenty-four (24) months thereafter. No roads may be constructed adjacent to the buffer.
- C. Land uses allowed within the upland buffers are limited to overlooks, boardwalks, hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District, except that such uses shall not be allowed in the buffer described in 6.B. above.
- D. An upland buffer shall be placed along Haines Creek as required by the City of Leesburg, Florida Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers, whichever is more restrictive.
- E. All other property shall meet all landscaping and buffering requirements in accordance with regulations contained within the City of Leesburg Code of Ordinances, and at a minimum shall contain the following plantings as noted in Figures A and B below:

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- C. Variations to the landscape requirements of the code may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

7. **SITE ACCESS**

- A. Main access to the property from County Road 44 will be the one boulevard type (divided landscaped roadway) as shown on the conceptual plan, and as approved through the City of Leesburg development and permitting processes. Any additional access shall be subject to the City of Leesburg, Florida Department of Transportation and Lake County permitting and review processes.
- B. All internal or external access points for the development are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable.
- C. Each internal access along the main entry road as shown on the Conceptual plan attached hereto shall provide a decorative entry feature to include a concrete, brick or stucco wall, fencing or signage at least five (5) feet in height, on each side of the entryway. This feature may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Subject to approval by the City and/or Lake County, Pod 5 may access Hickory Hollow Road. No other portion of the property may access Hickory Hollow Road. Prior to any portion of Pod 5 accessing Hickory Hollow Road, the Permittee shall at a minimum: (1) be required to obtain all appropriate connection permits and approvals from the City and/or Lake County; (2) cause Hickory Hollow Road to be improved to City or County standards for a public road; and (3) cause Hickory Hollow Road to be dedicated to the City or County for use as a public road.

8. **TRANSPORTATION IMPROVEMENTS**

- A. All future transportation improvements requirements shall be based on a current traffic analysis and shall be contingent upon Site Plan approval of the project site by City staff during the development review and permitting process. All required transportation improvements shall comply with all regulations and permitting requirements of the City

of Leesburg, Lake County, Lake-Sumter MPO and/or the Florida Department of Transportation as applicable. Said improvements will be the responsibility of the Permittee

- B. Any right-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process.
- C. The Permittee shall provide all necessary improvements/signalization within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. However, should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.

9. STORMWATER MANAGEMENT/UTILITIES

- A. Prior to receiving final development approval for each phase, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - 1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 - 2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 - 3. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners or property owners association is an acceptable maintenance entity.
 - 4. The 100-year flood plain shown on all plans and lots.
 - 5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
 - 6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.
- B. The drainage system shall be designed to prevent runoff or other drainage from flowing from any portion of the property to the abutting property described as Alt Key #1702593.

10. WETLANDS AND FLOOD ZONES

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the preliminary plat application. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).
- B. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- C. Wetlands shall have a minimum upland buffer as established by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- D. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- E. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- F. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- G. A map indicating the location of the 100-year flood plain.
- H. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and/or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.

11. DRAINAGE AND UTILITIES

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
- 1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties shall be required.
 - 2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.
 - 3) The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying all water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the developer or property owner.

12. MAINTENANCE

- A. With the exception of any public utilities, streets and sidewalks, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and stormwater retention/drainage shall be the responsibility of the property owner. A property owners' association shall serve as an appropriate entity for all common properties within the development.

13. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Each phase may be subdivided in to multiple sub-phases as needed by the Permittee. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process.
- B. As the project may be constructed in multiple phases, each phase shall have infrastructure necessary to support and serve that phase.
- C. Implementation of the project shall commence within ~~48 months~~ 120 months of approval of this PUD (Planned Unit Development). In the event that the conditions of the PUD have not been substantially implemented during the required time period, the PUD ~~shall~~ may be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

14. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. There shall be no changes to the buffering requirements as set forth in paragraph 6.B. above, nor shall a change to the Conceptual Plan or other Planned Unit Development Conditions be allowed which would affect the property currently described as Alt Key #1702593, unless such change is approved by the City Commission no sooner than ten (10) days after notice of such proposed variation has been mailed to the record owner of the property currently described as Alt Key #1702593. All other changes to either the Conceptual Plan or the Planned Unit Development Conditions shall be processed in accordance with the Planned Development review process.
- C. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- D. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- E. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- F. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.
- G. A wildlife management plan for the project site shall be prepared based on the results of the environmental permit approvals obtained from applicable governmental agencies.
- H. All operations shall be carried on entirely within an enclosed structure, except as permitted under accessory uses of Section 25-284, City of Leesburg Code of Ordinances, as amended.

15. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted the proposed zoning change, when developed, will result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for

the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

3. Ability to Provide Services

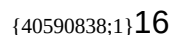
At this time, the City intends to provide water, wastewater and reclaimed water service to this development.

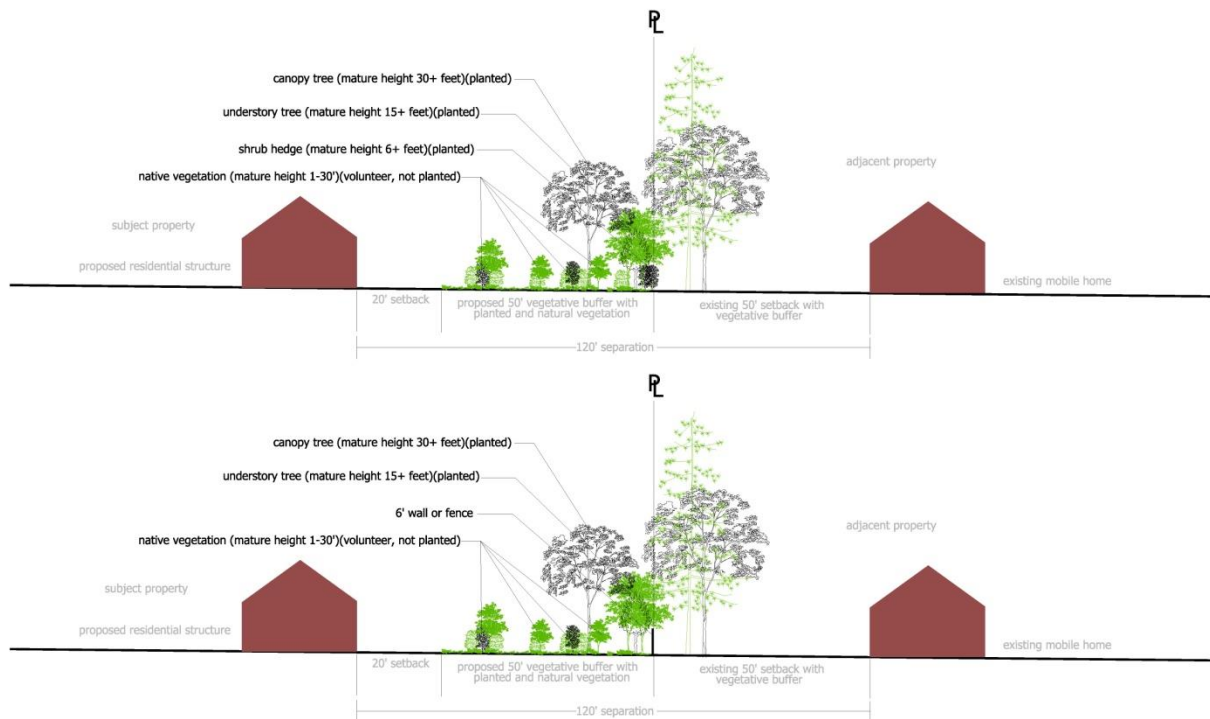
Legal Description

LEGAL DESCRIPTION:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 25, EAST, LAKE COUNTY, FLORIDA, AND RUN THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 TO A POINT ON THE EASTERLY LINE OF LANDS DESCRIBED IN O.R. BOOK 1121, PAGE 272, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF LANDS DESCRIBED IN O.R. BOOK 1121, PAGE 272 AND NORTHWESTERLY ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN O.R. BOOK 3572, PAGE 1805, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 25, EAST, LAKE COUNTY, FLORIDA; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3, TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 TO A POINT ON THE SOUTH LINE OF THE NORTH 815 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 815 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 TO THE SOUTHWEST CORNER OF THE NORTH 815 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3; THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3, TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST OF SAID SECTION 3; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHWEST 1/4 TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE ABANDONED RAILROAD; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE ABANDONED RAILROAD TO A POINT ON THE WEST LINE OF THE EAST 850 FEET OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 25, EAST, LAKE COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST 850 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 4, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33 TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED IN O.R. BOOK 1639, PAGE 1032, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTHERLY, WESTERLY, NORTHWESTERLY, WESTERLY AND NORTHERLY ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED IN O.R. BOOK 1639, PAGE 1032 TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHEAST TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHEAST 1/4 TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 TO A POINT ON THE SOUTHERLY BANKS OF THE OKLAWAHA RIVER (ALSO KNOWN AS HAINES CREEK); THENCE SOUTHEASTERLY AND EASTERLY ALONG AND WITH THE SOUTHERLY BANKS OF THE OKLAWAHA RIVER (ALSO KNOWN AS HAINES CREEK) TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, TO THE SOUTHEAST CORNER OF THE WEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3, TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE NORTHEAST CORNER OF THE SOUTH 198 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 198 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3; THENCE SOUTHERLY ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE EASTERLY ALONG SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

LESS ROAD RIGHT OF WAYS.





**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: March 29, 2021
OWNER: Windmill-27 I, LLC; Windmill-27 II, LLC; BLR Windmill Road Commercial, LLC;
BLR Windmill Road Residential, LLC
PETITIONER: Windmill-27 I, LLC; Windmill-27 II, LLC; BLR Windmill Road Commercial, LLC;
BLR Windmill Road Residential, LLC
PROJECT: Windmill Road Commercial-Residential
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-21-56

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/16/21

FIRE

No comment from Leesburg Fire Department. Amanda Stevenson 4/5/21

ELECTRIC

This is outside Leesburg Electric's territory. Steve Davis 3/31/21

GAS

No comments received as of 4/16/21

GIS

GIS has no comments. Tammy Magamoll 3/31/21

BUILDING

No comments received as of 4/16/21

PUBLIC WORKS

Public Works has no issues with this proposal. Clifford Kelsey 4/12/21

ADDRESSING

No comments received as of 4/16/21

ECONOMIC DEVELOPMENT

No comments received as of 4/16/21

LAKE COUNTY PUBLIC WORKS

Attached are comments Lake County Public Works has on the Windmill 27 PUD. Thanks, Seth Lynch 4/14/21

LAKE COUNTY SCHOOLS

Please find attached school board comment for Windmill PUD. Thanks, Helen LaValley 4/13/21

PUBLIC RESPONSES

Approval

no approvals

Disapproval

2 disapprovals

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: April 22, 2021

OWNER: Windmill-27 I, LLC; Windmill-27 II, LLC; BLR Windmill Road Commercial, LLC;
BLR Windmill Road Residential, LLC

PETITIONER: Windmill-27 I, LLC; Windmill-27 II, LLC; BLR Windmill Road Commercial, LLC;
BLR Windmill Road Residential, LLC

PROJECT: Windmill Road Commercial-Residential

REQUEST: PUD (Planned Unit Development)

CASE NO.: PUD-21-56

GENERAL LOCATION: The property is generally located east of U. S. Highway 27 south
and south of Windsong Oak Drive.

FUTURE LAND USE DESIGNATION: Estate Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North — Lake County Rural Transition
South — Lake County Rural Transition
West — Lake County Urban Low Density; Lake County Conservation
East — Lake County Rural; City of Leesburg Estate Residential

PROPOSED FUTURE LAND USE DESIGNATION: N/A

EXISTING ZONING DESIGNATION: Lake County A (Agriculture) and R-3 (Medium Density
Residential)

SURROUNDING ZONING DESIGNATIONS:

North — Lake County RMRP (Mobile Home Rental Park District)
South — Lake County A (Agriculture)
West — Lake County CFD (Community Facility District); RMRP (Mobile Home
Rental Park District)
East — Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development) – commercial and
residential

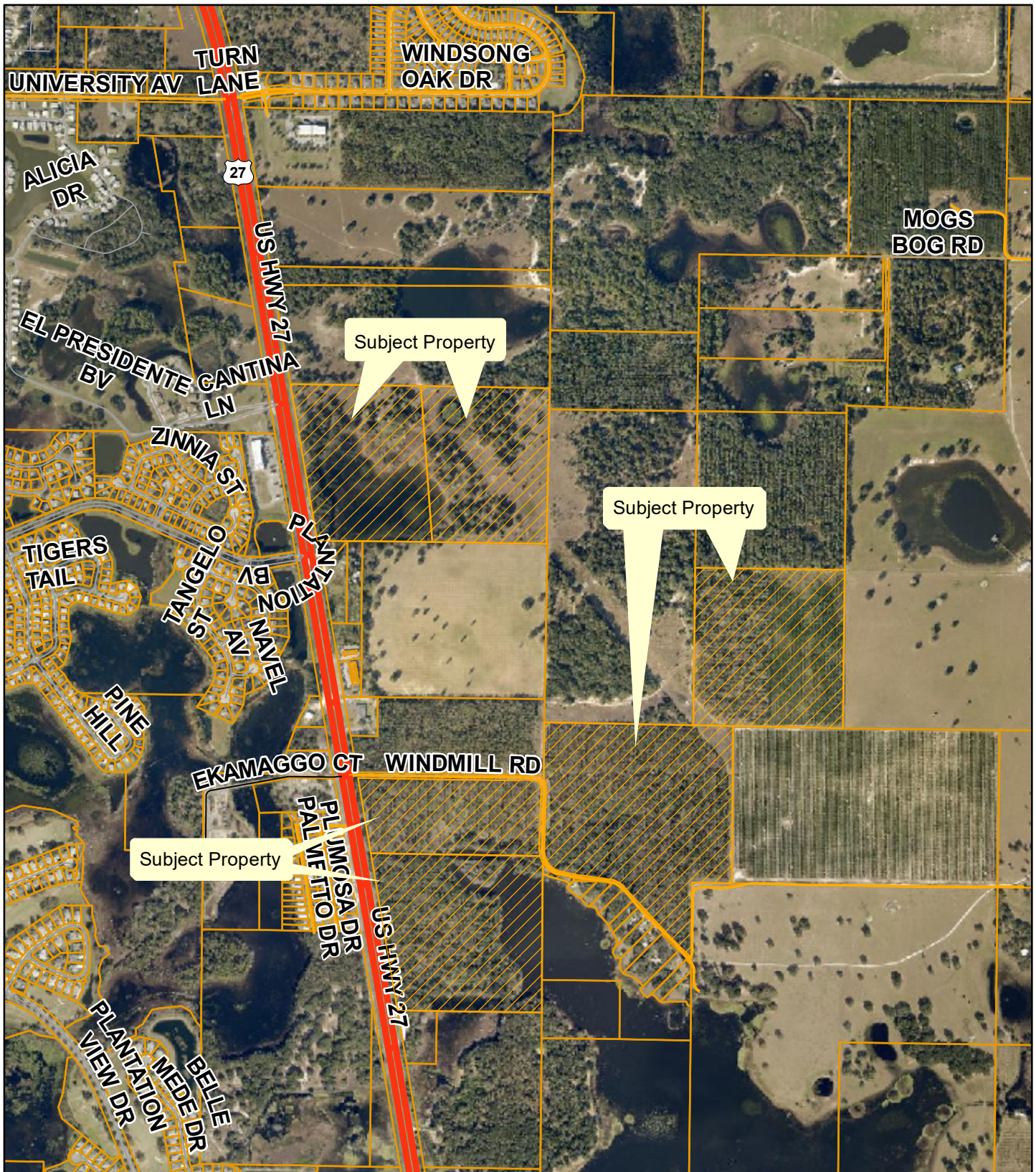
EXISTING LAND USE: Agricultural (pasture and timber)

SURROUNDING EXISTING LAND USE:

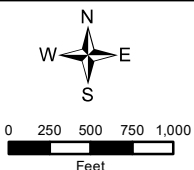
North — Pasture
South — Pasture; Timber; Commercial (vacant)
West — Residential (Mobile Home Park); Institutional; Single Family Residential;
Commercial (vacant and developed)
East — Non-agricultural acreage; Timber; Pasture; Orange Groves

PROPOSED LAND USE: Mixed use residential and commercial development.

Aerial

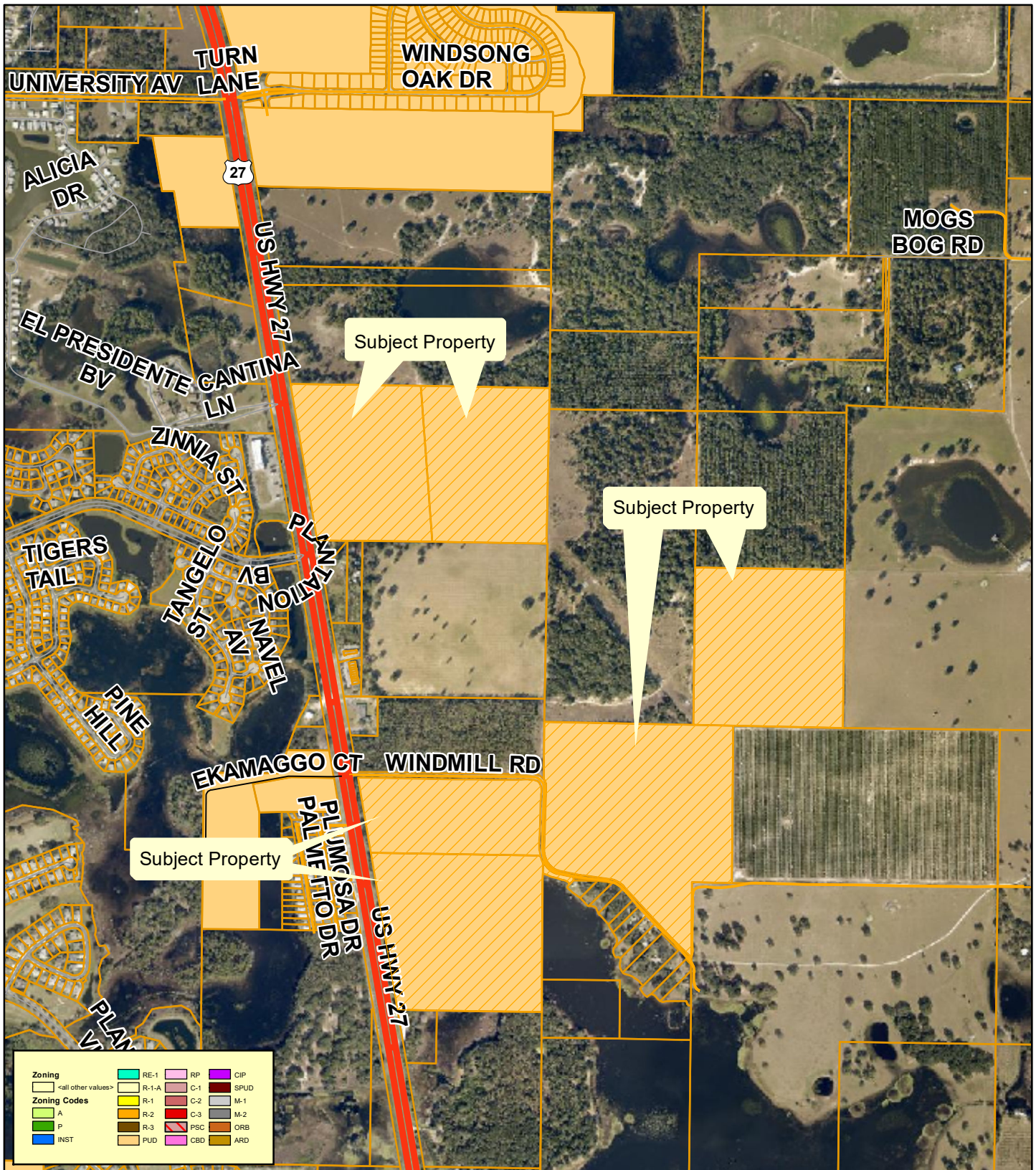


**Planning
& Zoning
Division**

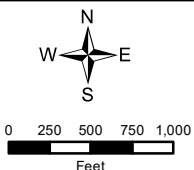


PUD-21-56 Windmill
 Florbra Windmill 27 I & II, LLC and BLR Windmill Road
 AK#: 1035490, 1383439, 1030218, 1209421, 3876258, 1044154
 Sections 25, 36, Township 20 South, Range 24 East and
 Sections 30, 31, Township 20 South, Range 25 East
 March 9, 2021

Zoning

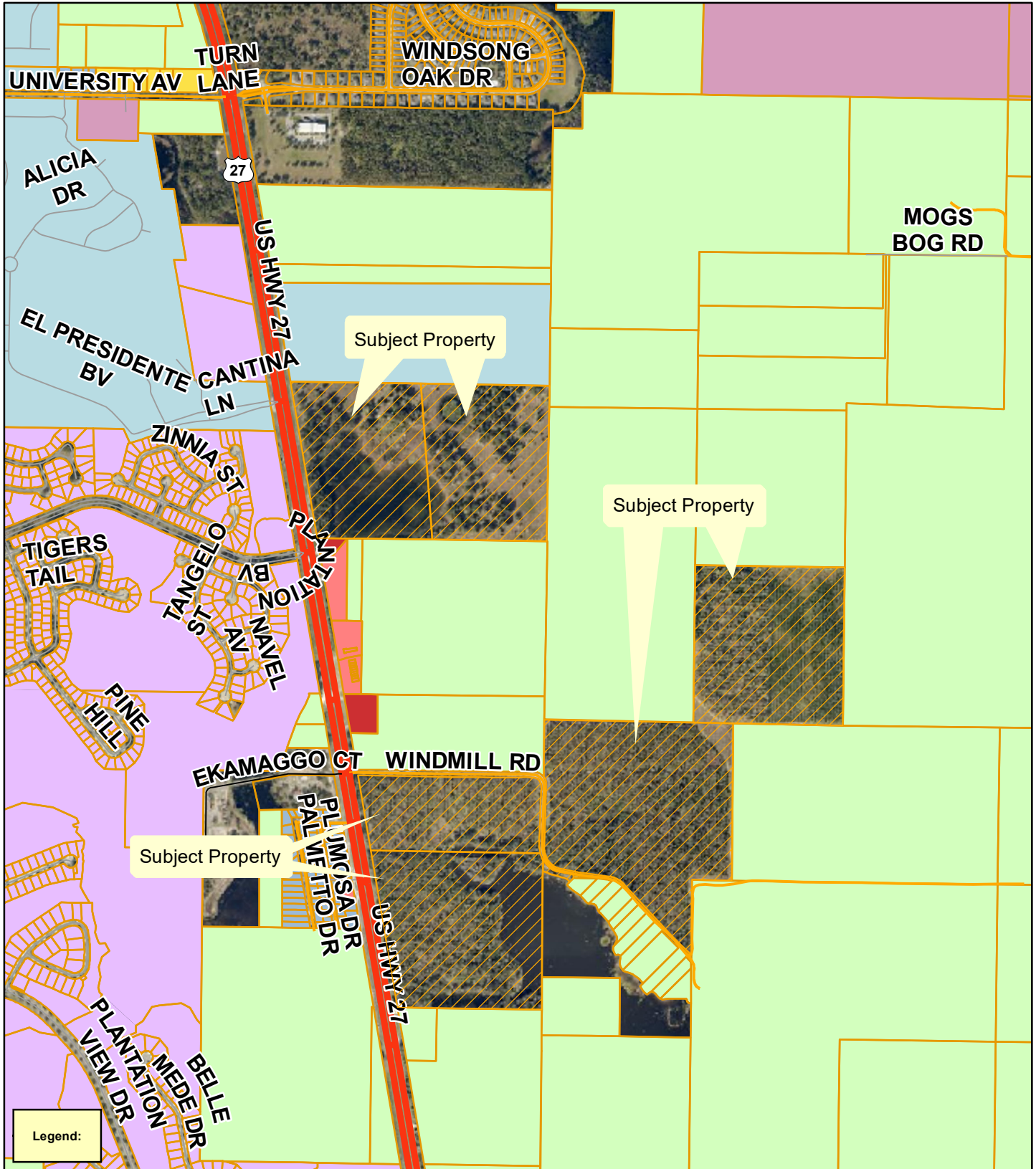


**Planning
& Zoning
Division**

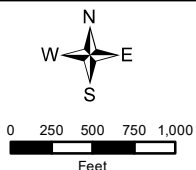


PUD-21-56 Windmill
 Florbra Windmill 27 I & II, LLC and BLR Windmill Road
 AK#: 1035490, 1383439, 1030218, 1209421, 3876258, 1044154
 Sections 25, 36, Township 20 South, Range 24 East and
 Sections 30, 31, Township 20 South, Range 25 East
 March 9, 2021

Lake County Zoning

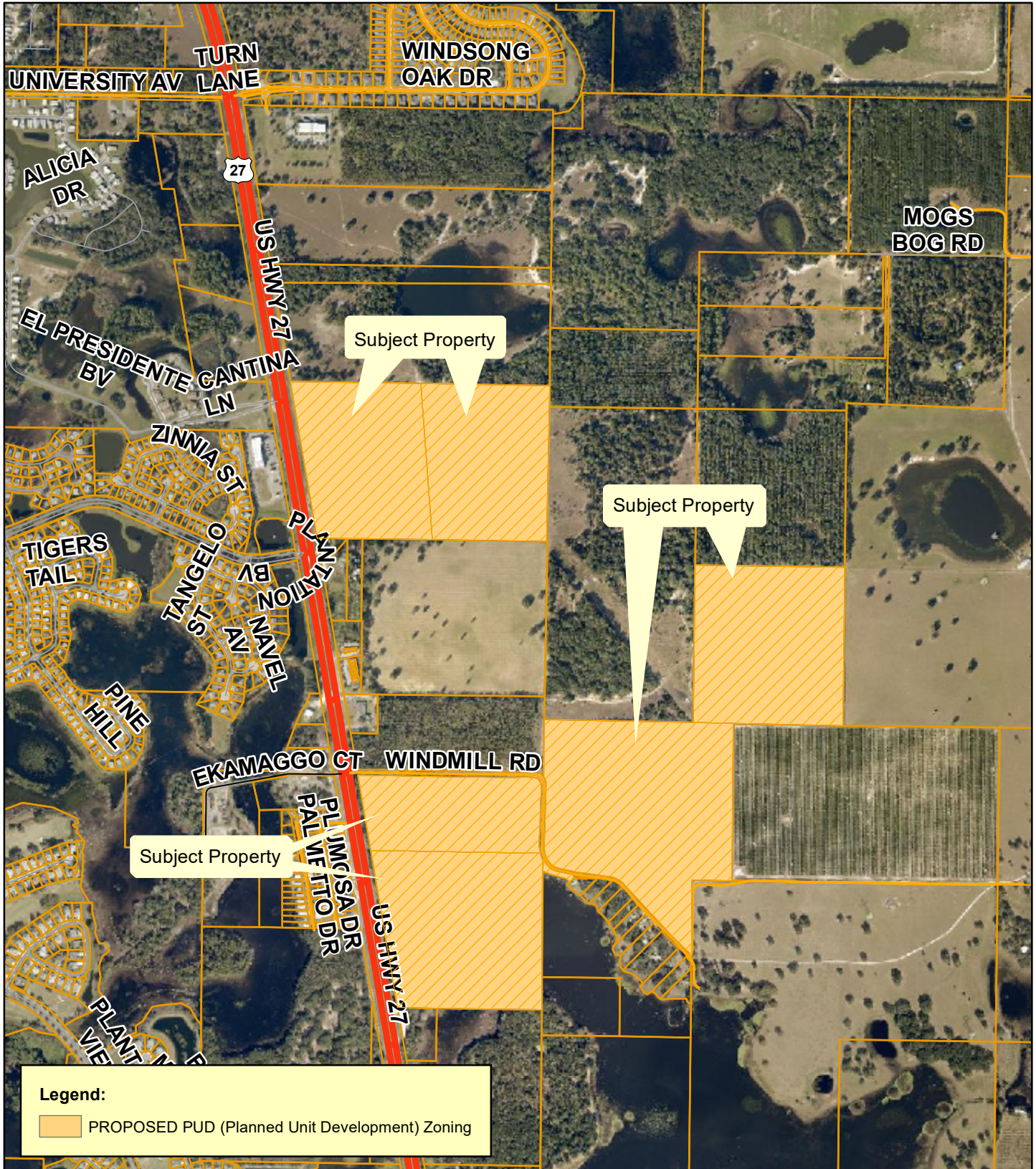


**Planning
& Zoning
Division**

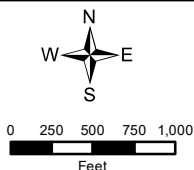


PUD-21-56 Windmill
 Florbra Windmill 27 I & II, LLC and BLR Windmill Road
 AK#: 1035490, 1383439, 1030218, 1209421, 3876258, 1044154
 Sections 25, 36, Township 20 South, Range 24 East and
 Sections 30, 31, Township 20 South, Range 25 East
 March 9, 2021

Proposed Zoning

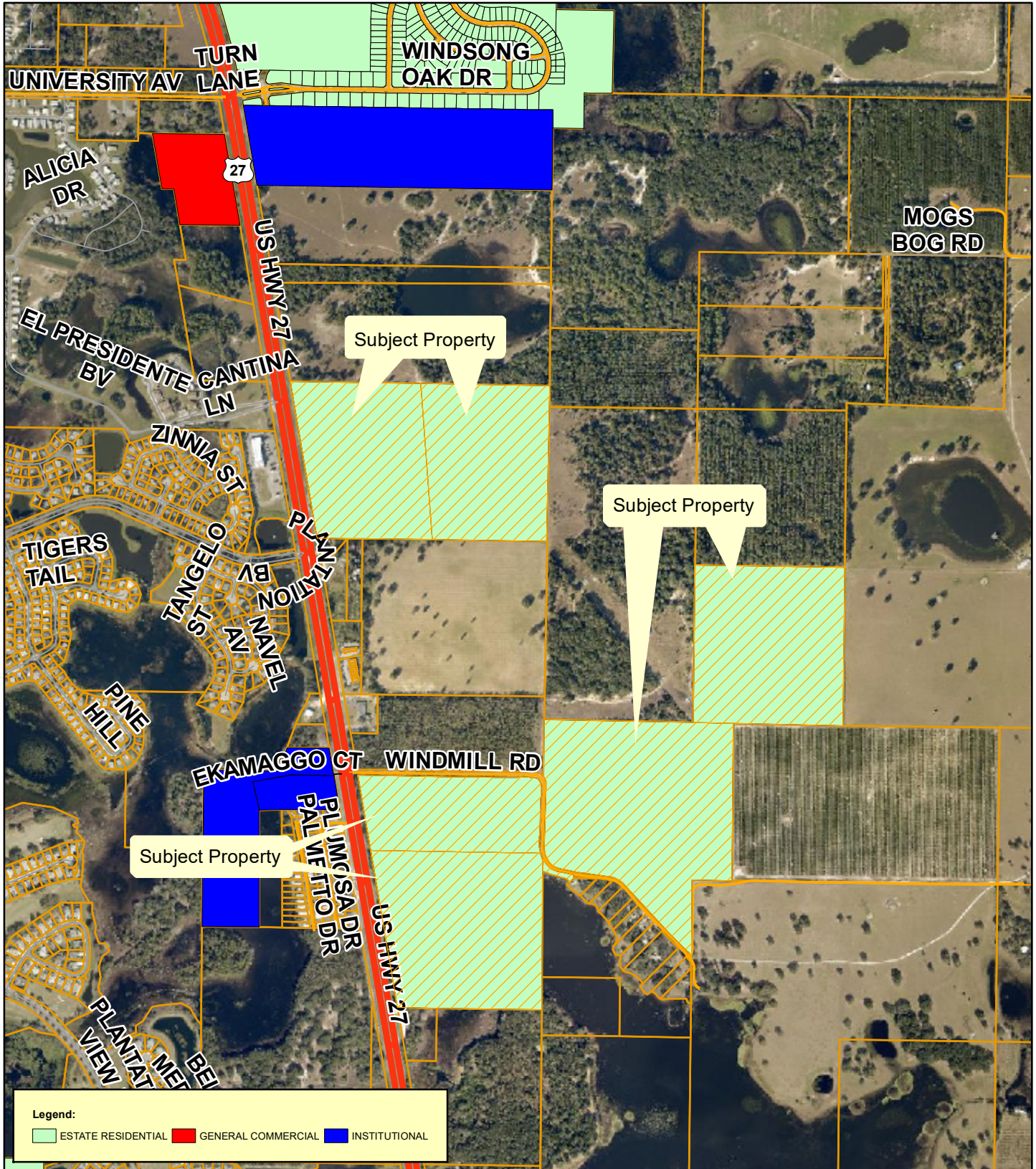


**Planning
& Zoning
Division**

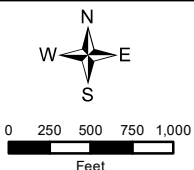


PUD-21-56 Windmill
 Florbra Windmill 27 I & II, LLC and BLR Windmill Road
 AK#: 1035490, 1383439, 1030218, 1209421, 3876258, 1044154
 Sections 25, 36, Township 20 South, Range 24 East and
 Sections 30, 31, Township 20 South, Range 25 East
 March 9, 2021

Future Land Use

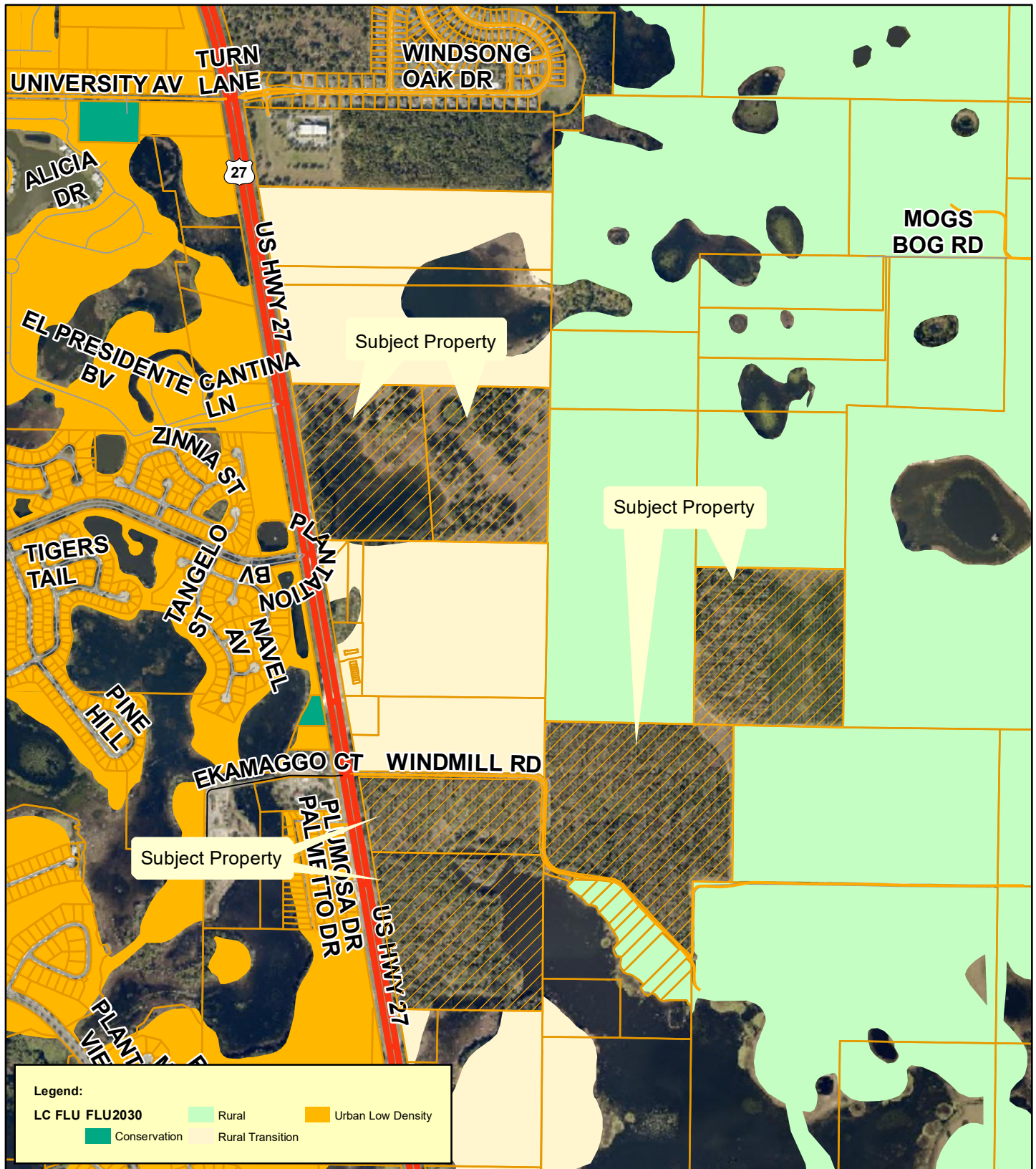


**Planning
& Zoning
Division**

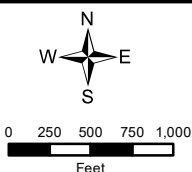


PUD-21-56 Windmill
 Florbra Windmill 27 I & II, LLC and BLR Windmill Road
 AK#: 1035490, 1383439, 1030218, 1209421, 3876258, 1044154
 Sections 25, 36, Township 20 South, Range 24 East and
 Sections 30, 31, Township 20 South, Range 25 East
 March 9, 2021

Lake County Future Land Use



**Planning
& Zoning
Division**

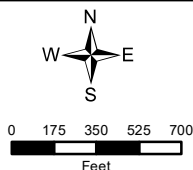


PUD-21-56 Windmill
 Florbra Windmill 27 I & II, LLC and BLR Windmill Road
 AK#: 1035490, 1383439, 1030218, 1209421, 3876258, 1044154
 Sections 25, 36, Township 20 South, Range 24 East and
 Sections 30, 31, Township 20 South, Range 25 East
 March 9, 2021

Surrounding Land Uses

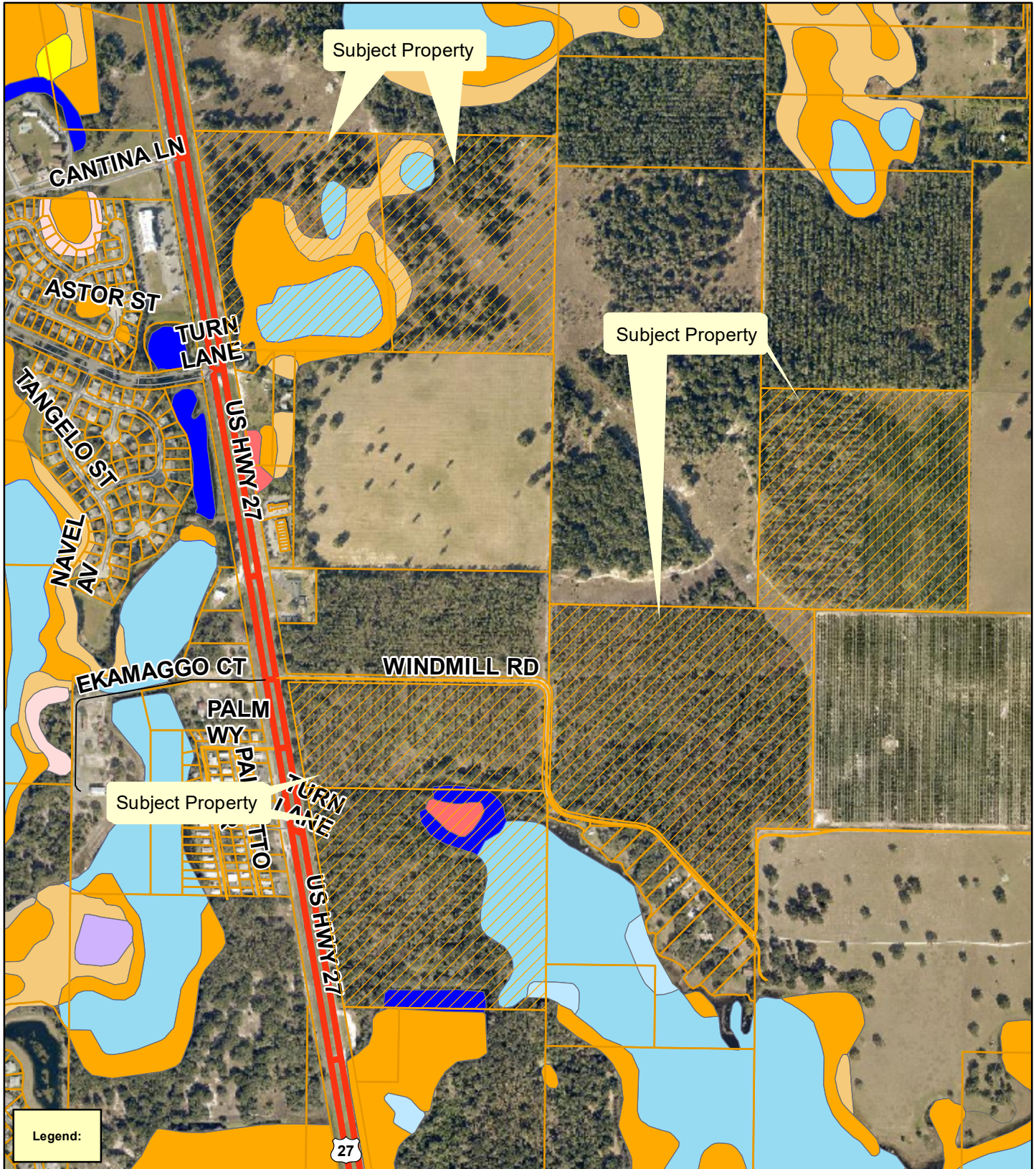


**Planning
& Zoning
Division**

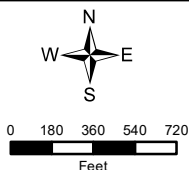


PUD-21-56 Windmill
 Florbra Windmill 27 I & II, LLC and BLR Windmill Road
 AK#: 1035490, 1383439, 1030218, 1209421, 3876258, 1044154
 Sections 25, 36, Township 20 South, Range 24 East and
 Sections 30, 31, Township 20 South, Range 25 East
 March 9, 2021

Wetlands

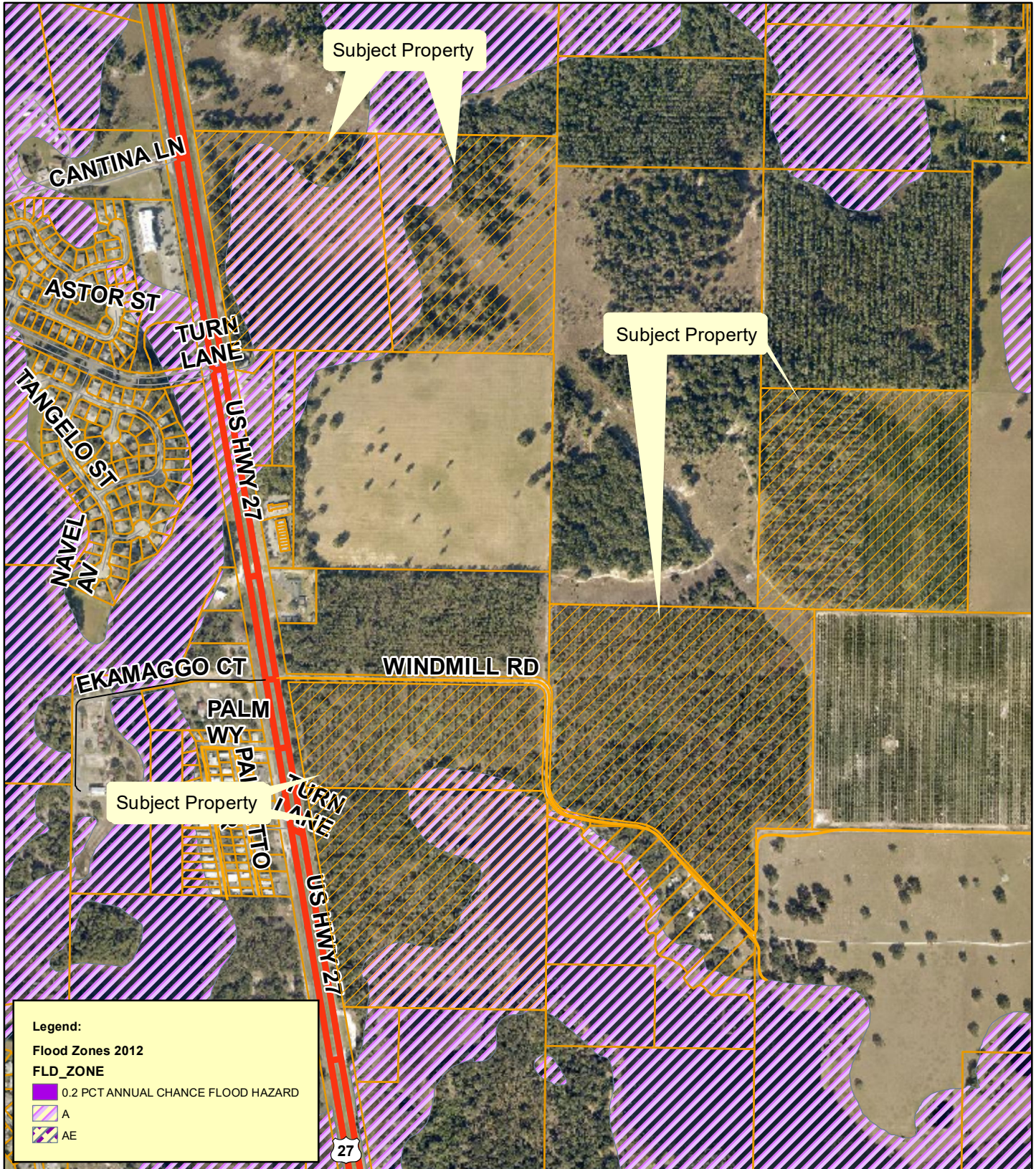


**Planning
& Zoning
Division**

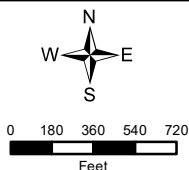


PUD-21-56 Windmill
 Florbra Windmill 27 I & II, LLC and BLR Windmill Road
 AK#: 1035490, 1383439, 1030218, 1209421, 3876258, 1044154
 Sections 25, 36, Township 20 South, Range 24 East and
 Sections 30, 31, Township 20 South, Range 25 East
 March 9, 2021

Flood Zones

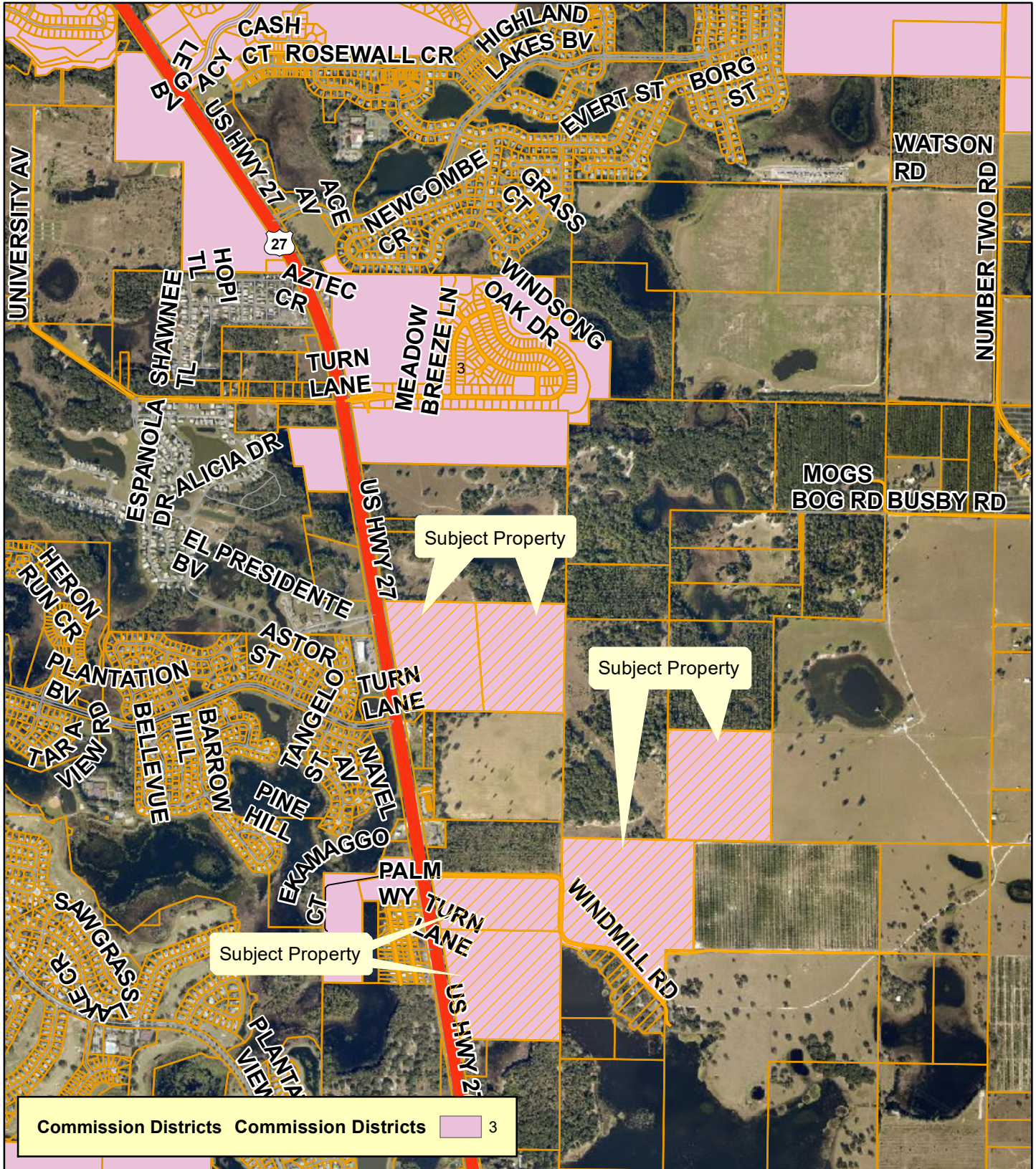


**Planning
& Zoning
Division**

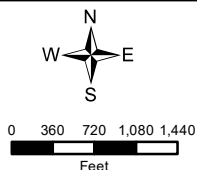


PUD-21-56 Windmill
 Florbra Windmill 27 I & II, LLC and BLR Windmill Road
 AK#: 1035490, 1383439, 1030218, 1209421, 3876258, 1044154
 Sections 25, 36, Township 20 South, Range 24 East and
 Sections 30, 31, Township 20 South, Range 25 East
 March 9, 2021

Commission District

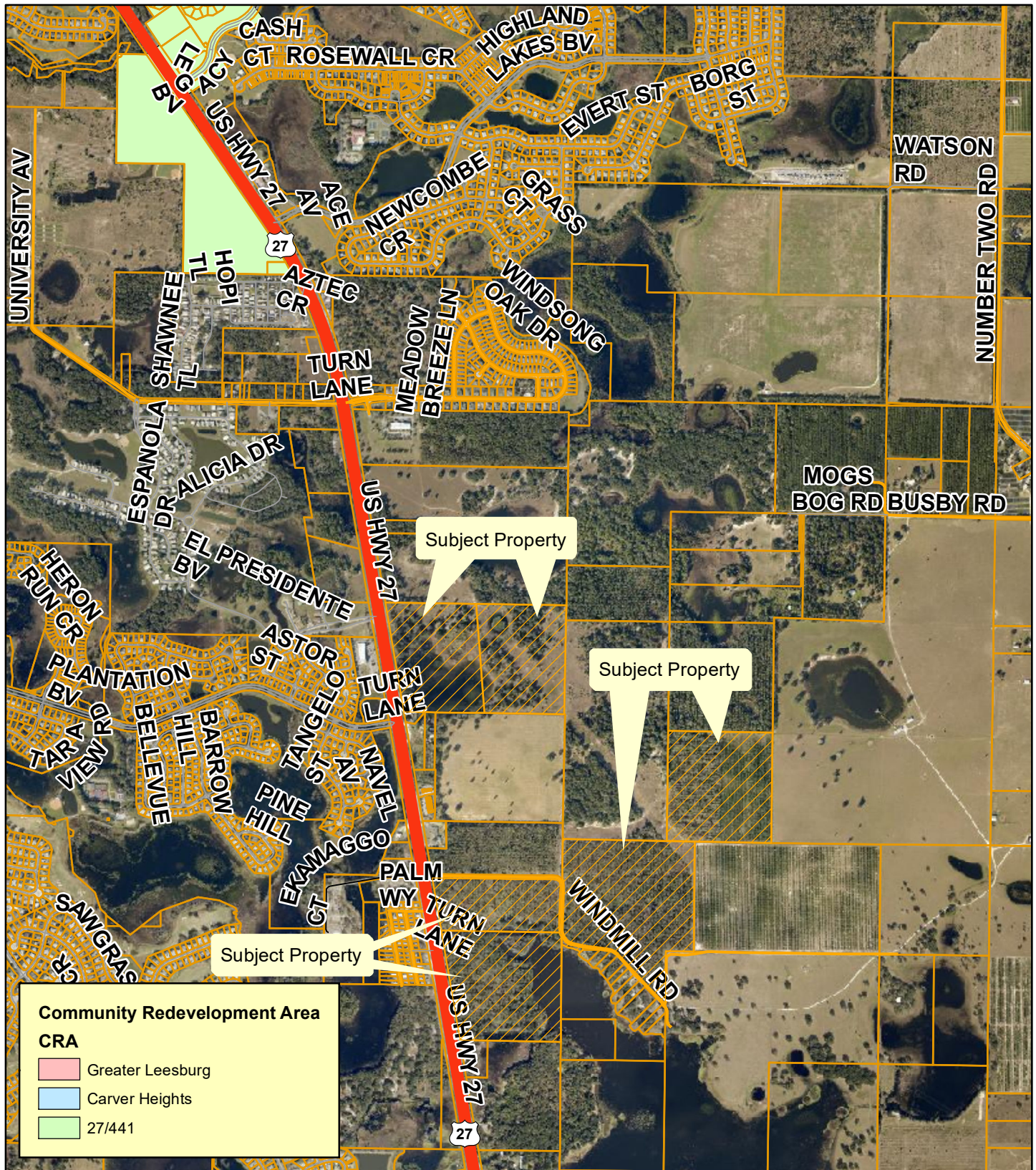


**Planning
& Zoning
Division**

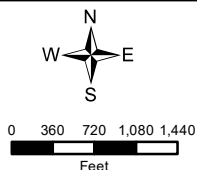


PUD-21-56 Windmill
 Florbra Windmill 27 I & II, LLC and BLR Windmill Road
 AK#: 1035490, 1383439, 1030218, 1209421, 3876258, 1044154
 Sections 25, 36, Township 20 South, Range 24 East and
 Sections 30, 31, Township 20 South, Range 25 East
 March 9, 2021

Community Redevelopment Area



**Planning
& Zoning
Division**



PUD-21-56 Windmill
 Florbra Windmill 27 I & II, LLC and BLR Windmill Road
 AK#: 1035490, 1383439, 1030218, 1209421, 3876258, 1044154
 Sections 25, 36, Township 20 South, Range 24 East and
 Sections 30, 31, Township 20 South, Range 25 East
 March 9, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: June 28, 2021

From: Joseph Mera, (Deputy Fire Chief)

Subject: An Ordinance of the City of Leesburg, Florida, extending the expiration date set by Ordinance No. 00-29 and later extended to September 30, 2003, then extended again to September 30, 2006, and then extended again to September 30, 2009, then extended again to September 30, 2012, then extended again to September 30, 2015, extended again to September 30, 2018, then extended to September 30, 2020, then extended once more to September 30, 2021 for the participation by the City of Leesburg in the Municipal Service Taxing Unit established by Lake County to fund Ambulance and Emergency Medical Services; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the ordinance extending participation in the countywide MSTU for ambulance and emergency medical services.

Analysis:

The current City ordinance including Leesburg in the Lake County Municipal Taxing Unit for Ambulance and Emergency Medical Services expires on September 30, 2021. The term of the ordinance is one (1) year. Due to unforeseeable incurred expenses due to changes in our ambulance service, it is appropriate for the City to extend the participation in the MSTU for one (1) year.

Procurement Analysis:

N/A

Options:

1. Approve the ordinance extending the timeframe for participation in the MSTU; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The MSTU provides the funding source for the provision of ambulance service in Leesburg and Lake County.

Submission Date and Time: 6/23/2021 11:55:01 AM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, EXTENDING THE EXPIRATION DATE SET BY ORDINANCE NO. 00-29 AND LATER EXTENDED TO SEPTEMBER 30, 2003, THEN EXTENDED AGAIN TO SEPTEMBER 30, 2006, AND THEN EXTENDED AGAIN TO SEPTEMBER 30, 2009, THEN EXTENDED AGAIN TO SEPTEMBER 30, 2012, THEN EXTENDED AGAIN TO SEPTEMBER 30, 2015, EXTENDED AGAIN TO SEPTEMBER 30, 2018, THEN EXTENDED TO SEPTEMBER 30, 2020, THEN EXTENDED ONCE MORE TO SEPTEMBER 30, 2021 FOR THE PARTICIPATION BY THE CITY OF LEESBURG IN THE MUNICIPAL SERVICE TAXING UNIT ESTABLISHED BY LAKE COUNTY TO FUND AMBULANCE AND EMERGENCY MEDICAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 24, 2000, the City Commission of the City of Leesburg, Florida, adopted an Ordinance No. 00 - 29, whereby it consented to inclusion of the City of Leesburg within a municipal service taxing unit ("MSTU") established by Lake County to fund ambulance and emergency medical services; and

WHEREAS, Ordinance No. 00 - 29 established a date of September 30, 2001 as the date on which the ordinance would expire; and

WHEREAS, that date was later extended to September 30, 2003; then to September 30, 2006; then to September 30, 2009; then to September 30, 2013; then once again extended to September 30, 2015; then to September 30, 2018; then once again extended to September 30, 2020; then to September 30, 2021 and

WHEREAS, as September 30, 2021 approaches, the City desires to extend once again the date on which its participation in the MSTU for an additional period of one year, and

WHEREAS, the City is amendable to extending the expiration date for a one (1) year term,

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

The date on which Ordinance No. 00-29 expires is hereby amended to September 30, 2022.

SECTION II.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION III.

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

SECTION IV.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: June 28, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An ordinance of the City of Leesburg, Florida, vacating approximately 2.25 acres (98,010 square feet) of right of way, for a property generally located south of Dixie Avenue and east of Lake Street, as recorded in Plat Book 1, Page 69, Public Records of Lake County, Florida; and providing an effective date. (Venetian Isle #2)

Staff Recommendation:

Staff recommends approval of a vacation of 2.25 acres (98,010 square feet) of right of way in favor of Venetian Isle Developers, LLC.

Analysis:

The subject property is generally located south of Dixie Avenue and east of Lake Street as seen on the attached map. The property is currently under development for a mixed use PUD (Planned Unit Development) including a hotel, multi-family, assisted living, medical and office uses. This vacate will allow for continued development and platting of the property.

Procurement Analysis:

N/A

Options:

1. Approve the requested vacate, or;
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no anticipated fiscal impact as a result of this action.

Submission Date and Time: 6/23/2021 11:55:50 AM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, VACATING APPROXIMATELY 2.25 ACRES (98,010 SQUARE FEET) OF RIGHT OF WAY, FOR A PROPERTY GENERALLY LOCATED SOUTH OF DIXIE AVENUE AND EAST OF LAKE STREET, AS RECORDED IN PLAT BOOK 1, PAGE 69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VENETIAN ISLE #2)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, THAT;

Section 1.

The City commission of the City of Leesburg, Florida, finding that a portion of right of way, consisting of approximately 2.25 acres (98,010 square feet) and being generally located south of Dixie Avenue and east of Lake Street, is not needed for public purposes, therefore the portion of said right of way, as legally described below, is hereby vacated and relinquished, except as reserved hereafter;

Legal Description
See Exhibit A

Section 2.

The provisions of Section 1 notwithstanding, this Ordinance shall not be construed to release, and the City Commission hereby reserves, and any and all existing recorded easements for utilities in favor of the City of Leesburg in and to any portion of the property located in the vacated area;

Section 3.

This ordinance shall become effective immediately upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the ____ day of _____ 2021.

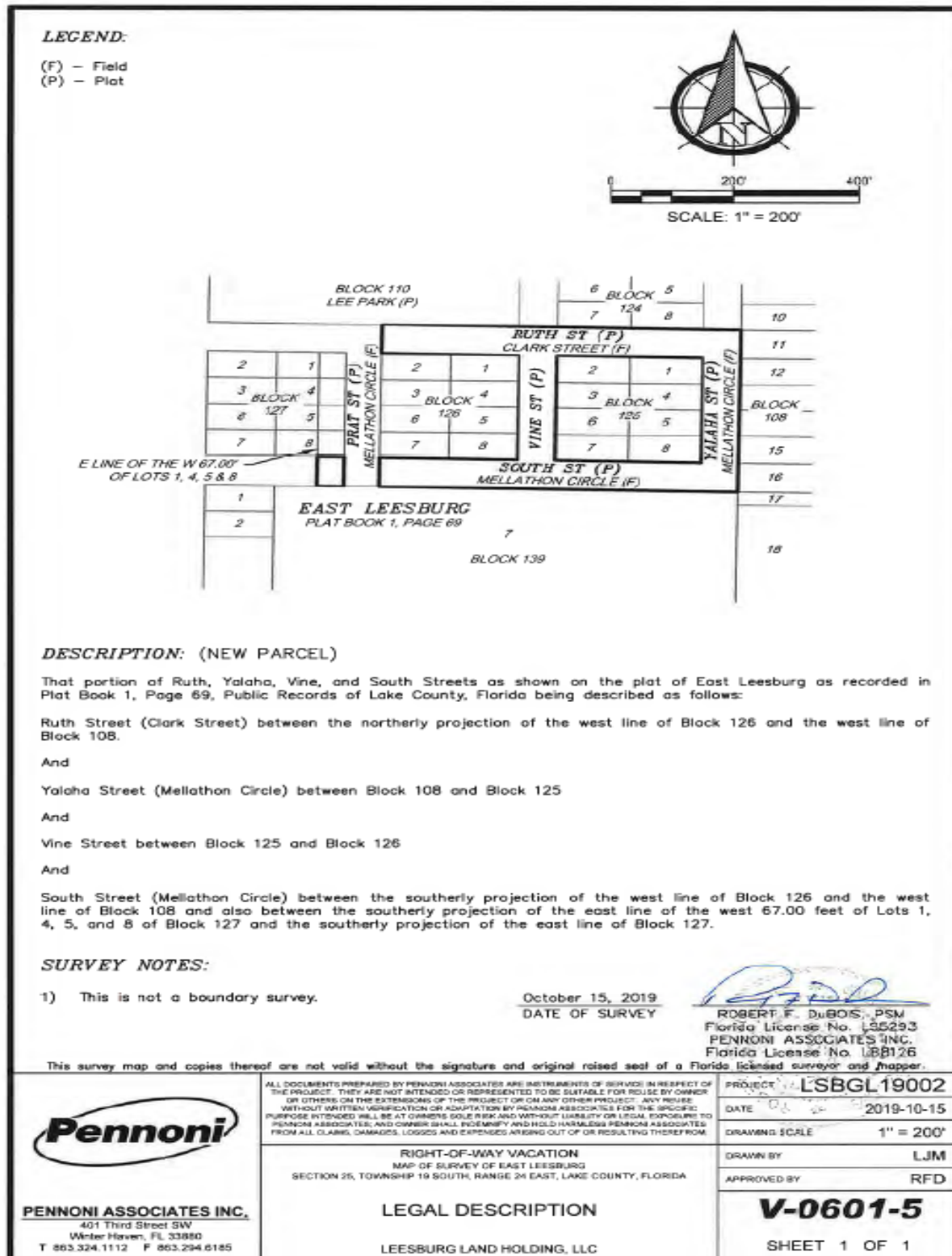
Mayor

ATTEST:

City Clerk

EXHIBIT A

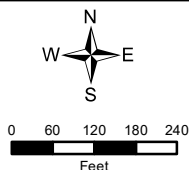
DRAWING AND LEGAL DESCRIPTION



Surrounding Land Uses



**Planning
& Zoning
Division**



VAC-19-246 Venetian Isle R-O-W Vacate
Section 25, Township 19 South, Range 24 East

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: June 28, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, vacating approximately 0.73 acres (34,970 square feet) of right of way, and retaining a utility and a public ingress and egress easement for a property generally located south of Dixie Avenue and east of Lake Street, as recorded in Plat Book 1, Page 69, Public Records of Lake County, Florida; and providing an effective date. (Venetian Isle #3)

Staff Recommendation:

Staff recommends approval of a vacation of approximately 0.73 acres (34,970 square feet) of right of way, in favor of Venetian Isle Developers, LLC.

Analysis:

The subject property is generally located south of Dixie Avenue and east of Lake Street as seen on the attached map. The property is currently under development for a mixed use PUD (Planned Unit Development) including a hotel, multi-family, assisted living, medical and office uses. This vacate will allow for continued development and platting of the property.

Procurement Analysis:

N/A

Options:

1. Approve the requested vacate, or;
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no anticipated fiscal impact as a result of this action.

Submission Date and Time: 6/23/2021 11:56:35 AM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, VACATING APPROXIMATELY 0.73 ACRES (34,970 SQUARE FEET) OF RIGHT OF WAY, AND RETAINING A UTILITY AND A PUBLIC INGRESS AND EGRESS EASEMENT FOR A PROPERTY GENERALLY LOCATED SOUTH OF DIXIE AVENUE AND EAST OF LAKE STREET, AS RECORDED IN PLAT BOOK 1, PAGE 69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VENETIAN ISLE #3)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, THAT;

Section 1.

The City commission of the City of Leesburg, Florida, finding that a portion of right of way, consisting of approximately 0.73 acres (34,970 square feet) of right of way, and being generally located south of Dixie Avenue and east of Lake Street, is not needed for public purposes, therefore the portion of said right of way, as legally described below, is hereby vacated and relinquished, except as reserved hereafter;

Legal Description
See Exhibit A

Section 2.

The provisions of Section 1 notwithstanding, this Ordinance shall not be construed to release, and the City Commission hereby reserves, and any and all existing recorded easements for utilities in favor of the City of Leesburg in and to any portion of the property located in the vacated area;

Section 3.

This ordinance shall become effective immediately upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the ____ day of _____ 2021.

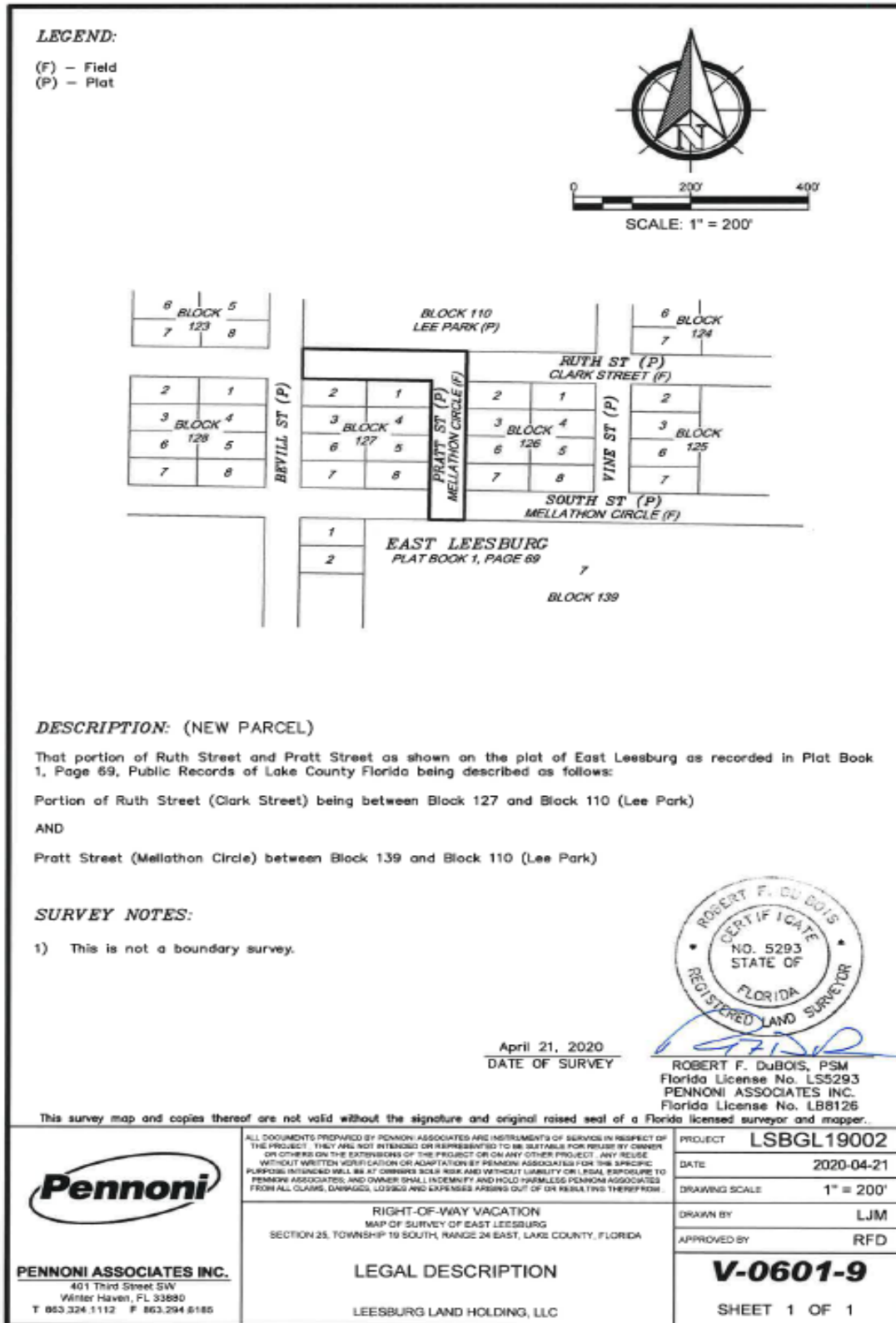
Mayor

ATTEST:

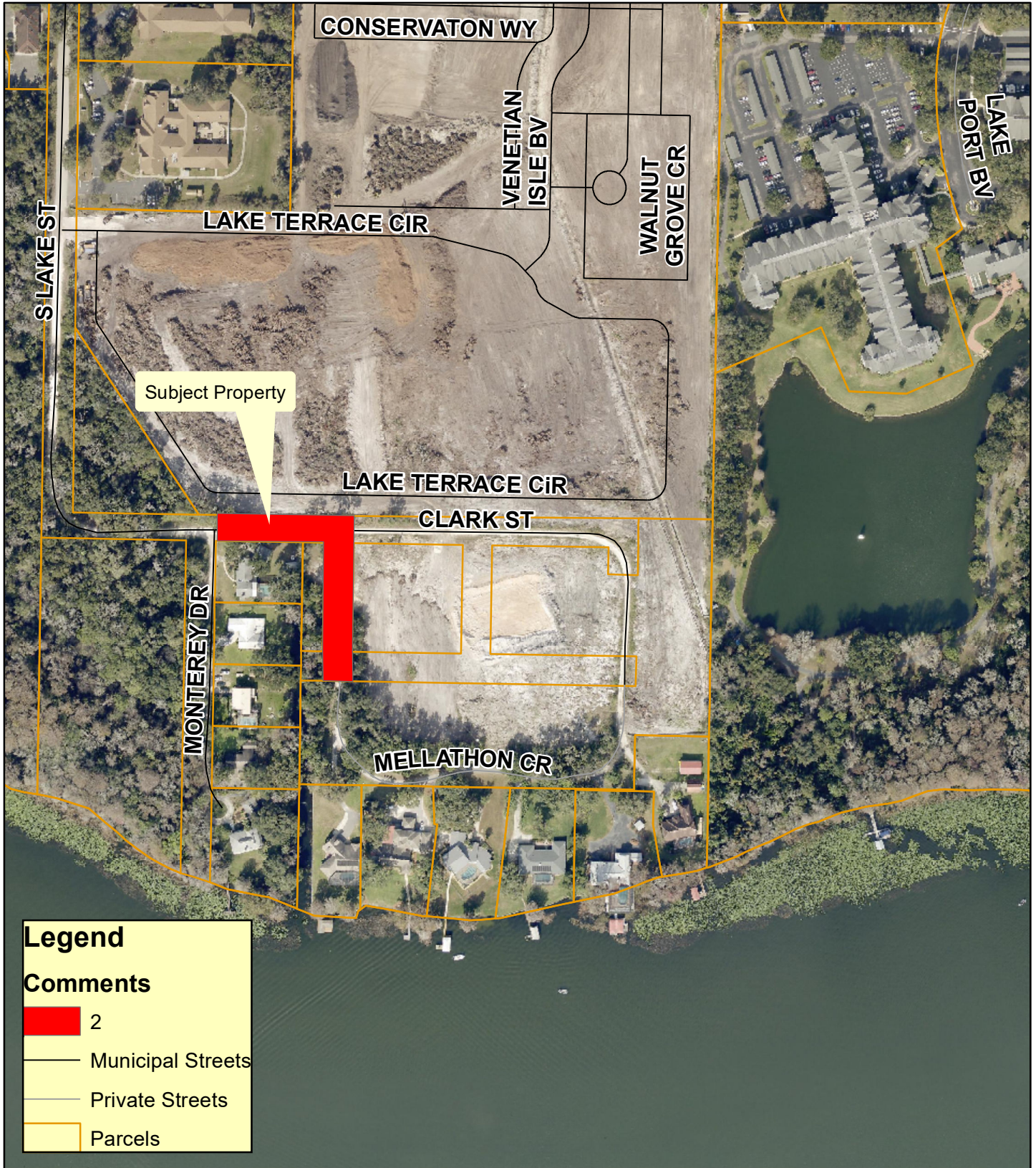
City Clerk

EXHIBIT A

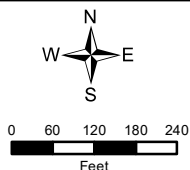
DRAWING AND LEGAL DESCRIPTION



Aerial



**Planning
& Zoning
Division**



VAC-20-98 Ruth St. (fka Clark) and Pratt St. (fka Mellathon Circle)
R-O-W Vacate
Section 25, Township 19 South, Range 24 East

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: June 28, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida granting approval of a request for a Mural on the property of Leesburg Marketplace Shopping center, located on the southwest corner of U.S. Highway 441 and Perkins Street; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the mural requested on the property at Leesburg Marketplace Shopping center, located on the southwest corner of U.S. 441 and Perkins Street, as seen in the attached exhibits.

Analysis:

In an effort to renew, redevelop, and encourage local artists and engage the local community, staff has been requested to review the attached mural and forward to the City Commission for their consideration. New and creative expression, which can help encourage economic activity, will add to the overall energy of the city and encourage other business owners to proceed with similar requests. All costs and maintenance will be absorbed by the applicant.

Procurement Analysis:

N/A

Options:

1. Approve the request for a mural as designed and submitted in this request; or
2. Such action as the Commission may deem appropriate.

Fiscal Impact:

No fiscal impact is anticipated as a result of this action.

Submission Date and Time: 6/23/2021 11:58:02 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA GRANTING APPROVAL OF A REQUEST FOR A MURAL ON THE
PROPERTY OF LEESBURG MARKETPLACE SHOPPING CENTER,
LOCATED ON THE SOUTHWEST CORNER OF U.S. HIGHWAY 441 AND
PERKINS STREET; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Coffee Snob whose address is 1101 W North Boulevard, Suite 1, Leesburg, Florida 34748, for the Perkins Street Mural Agreement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28th day of June 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: June 28, 2021

From: Andi Purvis, (City Clerk)

Subject: Appointment of Members to City Advisory Boards

Staff Recommendation:

Pursuant to the City Code, the City Commission is responsible to appoint citizen members to serve on various advisory boards. The General Employees Retirement Board of Trustees, the Planning Commission, and the Historic Preservation Boards currently have or will have upcoming vacancies. Staff recommends these positions be filled by the pool of volunteer applicants received.

Analysis:

The Board vacancies are:

General Employee Retirement Board of Trustees:

One Member Appointment for a Term to Expire August 31, 2023;

Mr. Alfred C. Haliday, Jr. currently holds this term, which is set to expire August 31, 2021. Mr. Haliday, Jr., has filed an application to be re-appointed for a new term.

No other applications have been received.

Planning Commission:

Two Member Appointments for a Term to Expire September 30, 2024;

The current terms set to expire September 30, 2021 are currently held by Mr. Ted Bowersox and Mr. Frazier Marshall.

Both Mr. Bowersox and Mr. Marshall have submitted applications for re-appointment.

No other applications have been received.

Historic Preservation Board:

Two Member Appointments for a Term to Expire September 30, 2023;

Ms. Paige Chassie and Ms. Sanna Henderson held these positions, which expired September 30, 2020. Both Ms. Chassie and Ms. Henderson have submitted applications for re-appointment.

Three Member Appointments for a Term to Expire September 30, 2024;

The current terms set to expire September 30, 2021 are currently held by Mr. Gus Ross, Mr. Skellie Morris, and Ms. Joyce Hughes. Ms. Hughes has since resigned. Both Mr. Ross and Mr. Morris have submitted applications for re-appointment.

One additional application has been received from Ms. Tracy Bronson.

All applications received are attached for Commission review.

The vacancy positions were advertised in the Daily Commercial on May 30 and June 6, 2021.

Procurement Analysis:

N/A

Options:

1. Appoint applicants to the City Advisory Boards; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The City of Leesburg budget provides funding to reimburse the Planning Commissioners for serving; \$25 per meeting. Neither the General Employees Retirement Board of Trustees, nor the Historic Preservation Board members are reimbursed.

Submission Date and Time: 6/23/2021 11:58:46 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPOINTING A MEMBER TO THE GENERAL EMPLOYEES
RETIREMENT BOARD OF TRUSTEES; AND PROVIDING AN EFFECTIVE
DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City Commission of the City of Leesburg, Florida does hereby appoint
_____ as an Active member to the General Employees
Retirement Board of Trustees with said term to expire August 31, 2023.

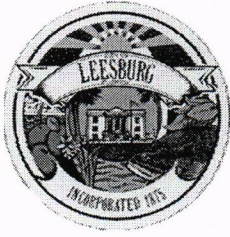
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular
meeting held the 28th day of June 2021.

Mayor

ATTEST:

City Clerk



City of Leesburg Appointed Boards & Commission Application

Date:	May 25, 2021	Name:	Alfred C Haliday, Jr.														
Mailing Address:	400 Webster Street, Leesburg, FL 34748																
Home Address:	1420 Mosswood Drive, Leesburg, FL 34748																
Home Telephone Number	352-874-5952																
Business Name & Type	Haliday, Bair & Hux, P.A. CPA's																
Business Address:	400 Webster Street, Leesburg, FL 34748																
Business Telephone Number:	352-787-3445 Ext 22																
Position	President																
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:																	
Bachelor of Science in Business Administration from UCF																	
Certified Public Accountant																	
Professional Organizations/Membership:																	
Florida Institute of CPA's																	
American Institute of CPA's																	
Have You Served On A City Board Or Committee In The Past?				Yes	☒ X												
If Yes – Dates Served:				August 25, 2003 through the present													
Name of Board or Committee:		General Employee's Retirement Board															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; height: 15px;"></td> <td style="width: 50%; height: 15px;"></td> </tr> <tr> <td>Library Board</td> <td>Historic Preservation Board</td> </tr> <tr> <td>Planning Commission</td> <td>Greater Leesburg CRA</td> </tr> <tr> <td>Carver Heights & Vicinity CRA</td> <td>☒ X General Employees Retirement Board of Trustees</td> </tr> <tr> <td>Fire Department Pension Board of Trustees</td> <td>Police Department Pension Board of Trustees</td> </tr> <tr> <td colspan="2">Other (Specify):</td> </tr> </table>								Library Board	Historic Preservation Board	Planning Commission	Greater Leesburg CRA	Carver Heights & Vicinity CRA	☒ X General Employees Retirement Board of Trustees	Fire Department Pension Board of Trustees	Police Department Pension Board of Trustees	Other (Specify):	
Library Board	Historic Preservation Board																
Planning Commission	Greater Leesburg CRA																
Carver Heights & Vicinity CRA	☒ X General Employees Retirement Board of Trustees																
Fire Department Pension Board of Trustees	Police Department Pension Board of Trustees																
Other (Specify):																	
I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.																	
				Return To: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630													

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPOINTING TWO REGULAR MEMBERS TO THE PLANNING
COMMISSION; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City Commission of the City of Leesburg, Florida does hereby appoint

as Active members to
the Planning Commission with said term to expire September 30, 2024.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28th day of June 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg
Appointed Boards & Commission Application

Date: 5-27-21

Name: Ted Bowersox Home Phone: 352-267-2534

Mailing Address:

521 Lake Shore Dr. Leesburg FL 34748

Home Address:

Same

Business Name & Type:

Retired

Business Address:

Business telephone number: _____ ext. _____

Position: _____

Education, Training or Experience related to the activities of the Advisory Body

to which appointment is sought:

30 yrs (Board of Adjustment
+- ← City Commission
P+2

Professional Organizations/Memberships:

Have you served on a city board or committee in the past? ☒

If yes, Dates Served _____

Name of Board or committee:

____ Library Board ____ Historic Preservation Board ☒ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

Ted Bowersox

Signature of Applicant

5-27-21

Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630

City of Leesburg
Appointed Boards & Commission Application

Date: 6-10-21

Name: Frazier J. Marshall Home Phone: 352-255-4060

Mailing Address:

P.O. Box 490854, Leesburg FL 34749

Home Address:

2106 Angel Fish Loop Leesburg FL 34748

Business Name & Type:

Rose of Sharon of Central FL Inc / Home Health

Business Address:

1028 W. North Blvd Ste B Leesburg FL 34748

Business telephone number: 352-530-2805 ext. _____

Position: Administrator

Education, Training or Experience related to the activities of the Advisory Body

to which appointment is sought: Planning & Zoning Commissioner

Professional Organizations/Memberships:

Community Development Cooperation

Have you served on a city board or committee in the past? yes

If yes, Dates Served 2012

Name of Board or committee:

____ Library Board ____ Historic Preservation Board ☒ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

Frazier Marshall
Signature of Applicant

6-10-21
Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL, 34739-0630

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPOINTING REGULAR MEMBERS TO THE HISTORIC
PRESERVATION BOARD; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City Commission of the City of Leesburg, Florida does hereby appoint

_____ and
_____ as Active members to
the Historic Preservation Board with said term to expire September 30, 2023.

THAT the City Commission of the City of Leesburg, Florida does hereby appoint

_____ and
_____ as Active members to
the Historic Preservation Board with said term to expire September 30, 2024.

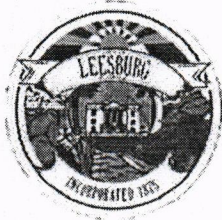
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28th day of June 2021.

Mayor

ATTEST:

City Clerk



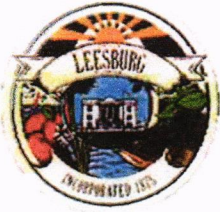
City of Leesburg
Appointed Boards & Commission
Application

Date:	6/10/2021	Name:	Paige Chassie
Mailing Address:	123 W main St. Leesburg FL 34748		
Home Address:			
Home Telephone Number	352-326-4062		
Business Name & Type	Leesburg for Rent PM, LLC Rentals		
Business Address:	123 W main St. Leesburg FL 34748		
Business Telephone Number:	352-326-4062		
Position	owner		
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought: Property Management			
Professional Organizations/Membership:			
Have You Served On A City Board Or Committee In The Past? Yes ☒ No ☐			
If Yes - Dates Served:			
Name of Board or Committee:			
Library Board		☒ Historic Preservation Board	
Planning Commission		Greater Leesburg CRA	
Carver Heights & Vicinity CRA		General Employees Retirement Board of Trustees	
Fire Department Pension Board of Trustees		Police Department Pension Board of Trustees	
Other (Specify):			
I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.			
Signature of Applicant Paige Chassie		Return To: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630	

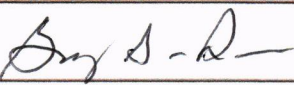


City of Leesburg Appointed Boards & Commission Application

Date:	5-27-21	Name:	Sanna Henderson		
Mailing Address:	1216 Oak Dr. Leesburg 34748				
Home Address:	Same				
Home Telephone Number	352-787-3076				
Business Name & Type	n/a				
Business Address:	n/a				
Business Telephone Number:	n/a				
Position	n/a				
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:					
Retired teacher and City Commission					
Professional Organizations/Membership: P.E.O., Leesburg Heritage Society, LCEA (teacher)					
Have You Served On A City Board Or Committee In The Past?				Yes	☒ No
If Yes - Dates Served:				1981-1995, 2004-2012	
Name of Board or Committee:				City Commission	
Library Board		☒	Historic Preservation Board		
Planning Commission			Greater Leesburg CRA		
Carver Heights & Vicinity CRA			General Employees Retirement Board of Trustees		
Fire Department Pension Board of Trustees			Police Department Pension Board of Trustees		
Other (Specify):					
I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.					
Signature of Applicant			Return To:		
Sanna Henderson			City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630		



City of Leesburg Appointed Boards & Commission Application

Date:	6-11-21	Name:	Guy S. Ross															
Mailing Address:	101 S. 6 th Street, Leesburg FL 34748																	
Home Address:	101 S. 6 th Street, Leesburg FL 34748																	
Home Telephone Number	352-787-1986																	
Business Name & Type	Retired																	
Business Address:	N/A																	
Business Telephone Number:	N/A																	
Position	NA																	
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought: I have been on the Historic Preservation board for 20+ years																		
Professional Organizations/Membership: None at this time (Retired)																		
Have You Served On A City Board Or Committee In The Past? ☒ Yes ☐ No																		
If Yes - Dates Served: 20+ years (Historic Preservation Board)																		
Name of Board or Committee:																		
<table border="1"> <tr> <td>Library Board</td> <td>☒</td> <td>Historic Preservation Board</td> </tr> <tr> <td>Planning Commission</td> <td>☐</td> <td>Greater Leesburg CRA</td> </tr> <tr> <td>Carver Heights & Vicinity CRA</td> <td>☐</td> <td>General Employees Retirement Board of Trustees</td> </tr> <tr> <td>Fire Department Pension Board of Trustees</td> <td>☐</td> <td>Police Department Pension Board of Trustees</td> </tr> <tr> <td colspan="2">Other (Specify):</td> <td></td> </tr> </table>				Library Board	☒	Historic Preservation Board	Planning Commission	☐	Greater Leesburg CRA	Carver Heights & Vicinity CRA	☐	General Employees Retirement Board of Trustees	Fire Department Pension Board of Trustees	☐	Police Department Pension Board of Trustees	Other (Specify):		
Library Board	☒	Historic Preservation Board																
Planning Commission	☐	Greater Leesburg CRA																
Carver Heights & Vicinity CRA	☐	General Employees Retirement Board of Trustees																
Fire Department Pension Board of Trustees	☐	Police Department Pension Board of Trustees																
Other (Specify):																		
I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.																		
 Signature of Applicant		Return To:	City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630															

City of Leesburg
Appointed Boards & Commission Application

Date: 6/10/21

Name: SKELLIE MORRIS Home Phone: 352-516-9704

Mailing Address:

3 WESTON RD. LEESBURG, FL 34748

Home Address:

Business Name & Type:

NA

Business Address:

NA

Business telephone number: _____ ext. _____

Position: _____

Education, Training or Experience related to the activities of the Advisory Body
to which appointment is sought:

Professional Organizations/Memberships: ROTARY

Have you served on a city board or committee in the past? YES

If yes, Dates Served _____

Name of Board or committee:

____ Library Board ☒ Historic Preservation Board ____ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.



Signature of Applicant

6/10/21

Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL, 34739-0630

City of Leesburg

Appointed Boards & Commission Application

Date: 06/09/2021

Name: Tracy Bronson Home Phone: 352-434-4565

Mailing Address:

Home Address:

426 Woodview Drive, Tavares FL 32778

Business Name & Type:

City of Leesburg

Business Address:

550 S 14th St, Leesburg FL 34748

Business telephone number: 352-435-9442 ext. 2328

Position: Executive Administrative Assistant

Education, Training or Experience related to the activities of the Advisory Body
to which appointment is sought:

Working on degree in Anthropology through UCF

Professional Organizations/Memberships:

Florida Anthropological Society Member

Have you served on a city board or committee in the past? No

If yes, Dates Served _____

Name of Board or committee:

____ Library Board ☒ Historic Preservation Board ____ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

Tracy Bronson

06/09/2021

Signature of Applicant

Date

Return to: City Clerk's Office City of Leesburg

P.O. Box 490630

Leesburg, FL, 34739-0630

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.3.

Meeting Date: June 28, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida relating to the provision of Fire Protection Services, Facilities and Programs in the City of Leesburg, Florida; Imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2021; Approving the Rate of Assessment; Approving the Assessment Roll; and providing an effective date.

Staff Recommendation:

Approve the resolution relating to the provision of Fire Protection Services for the Fiscal Year beginning October 1, 2021; and providing an effective date.

Analysis:

In 2015, the City Commission established a Fire Protection Assessment for fire protection services, facilities and programs against Assessed Property located within the City. In 2020, the City updated the fire assessment program. The attached resolution implements the same rates as Fiscal Year 2020-21 for the Fiscal Year beginning October 1, 2021. The estimated amount to be collected in Fiscal Year 2021-22 is \$1,746,000 before any buy downs (i.e. Church properties). Below is the Fire Protection Rate Schedule:

Residential Property Use

<u>Categories</u>	<u>Rate Per Dwelling Unit</u>
Residential	\$87.00

Non-Residential Property Use

<u>Categories</u>	<u>Rate Per Square Foot</u>
Commercial	\$0.05
Industrial/Warehouse	\$0.02
Institutional	\$0.15
Church	\$0.04

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;

- b. Mobile Home Park and Residential Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance; and
- c. Wholly tax-exempt Church property used primarily for religious purposes

Those seeking an exemption under categories (a) and (b) above must file an annual written application on the form provided by the City, with such information as is required by the Ordinance, no later than May 1 of each year. Failure to file an application by the deadline shall be a complete waiver of the exemption of that Fiscal Year. Any new churches seeking an exemption under category (c) above must file a written application the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. City administrators shall apply eligibility for an exemption based on the information provided by the applicant.

Both the fire protection service non-ad valorem assessment and the ad valorem taxes will be collected on the ad valorem tax bill mailed each November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Procurement Analysis:

N/A

Options:

1. Approve the attached resolution relating to the provision of Fire Protection Services for the Fiscal Year beginning October 1, 2021; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This resolution will generate up to approximately \$1,515,000 in Fire Protection Revenue.
Account No. 001-0000-325-2xxx

Submission Date and Time: 6/23/2021 12:06:52 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, RELATING TO THE PROVISION OF
FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS
IN THE CITY OF LEESBURG, FLORIDA; IMPOSING FIRE
PROTECTION ASSESSMENTS AGAINST ASSESSED PROPERTY
LOCATED WITHIN THE CITY FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2021; APPROVING THE RATE OF
ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The City Commission of Leesburg, Florida (the “City Commission”), has enacted Ordinance No. 2015-10 (the “Ordinance”), which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the City;

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property;

WHEREAS, the City Commission desires to implement a fire protection assessment program in the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2021;

WHEREAS, the City Commission, on June 8, 2020, adopted an Amended and Restated Initial Resolution No. 10,660, (the “Initial Assessment Resolution”);

WHEREAS, the City Commission on September 14, 2021, adopted an Amended and Restated Final Assessment Resolution, Resolution No. 10,714, (the “Final Assessment Resolution”);

WHEREAS, the Initial Assessment Resolution contains and references a brief and general description of the fire protection services, facilities, and programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance;

WHEREAS, in order to impose Fire Protection Assessments for the Fiscal Year beginning October 1, 2021, the Ordinance requires the City Commission to adopt a Preliminary Assessment Resolution, commencing the process of updating the assessment roll, and re-imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2021. **WHEREAS,** notice of a public hearing has been given as required by Florida law and the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; and

WHEREAS, a public hearing was scheduled for, and held on, June 28, 2021, and comments and objections of all interested persons have been heard and considered as required by law and the terms of the Ordinance.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

SECTION 1. **AUTHORITY.** This resolution is adopted pursuant to Ordinance No. 2015-10; Resolution Nos. 10,660 and 10714; Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. **DEFINITIONS AND INTERPRETATION.** This Resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Initial Assessment Resolution.

SECTION 3. **IMPOSITION OF FIRE PROTECTION ASSESSMENTS.**

(A) The parcels of Assessed Property described in the Assessment Roll, which the City Manager is directed to prepare or cause to be prepared for the fiscal year beginning October 1, 2021, are found to be specially benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Initial Assessment Resolution, in the amount of the Fire Protection Assessment to be set forth in the Assessment Roll and approved by subsequent Resolution. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution. Adoption of an Annual Assessment Resolution will constitute a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in this Preliminary Assessment Resolution.

(B) The method for computing Fire Protection Assessments described and referenced in the Initial Assessment Resolution, and the Parcel Apportionment methodology described in Appendix E of the Initial Assessment Resolution and adopted in Section 9 of the Initial Assessment Resolution, are hereby approved for use in the fiscal year beginning October 1, 2021.

(C) For the Fiscal Year beginning October 1, 2021, the estimated Fire Protection Assessed Cost to be assessed is \$1,515,000 The Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2021, are hereby established as follows:

Residential Property Use Categories

Rate Per Dwelling Unit

Residential

\$87.00

**Non-Residential Property Use
Categories**

Rate Per Square Foot

Commercial

\$0.05

Industrial/Warehouse

\$0.02

Institutional

\$0.15

Church

\$0.04

(D) The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the Assessment Roll to be approved by subsequent Resolution, are levied and imposed on all parcels of Assessed Property to be described in such Assessment Roll for the Fiscal Year beginning October 1, 2021.

(E) Exemptions shall be afforded certain classifications of property as provided in Section 10-45 of the Ordinance. All property not specifically exempted, in whole or in part, shall be liable for payment of Fire Protection Assessments.

(F) As authorized in Section 10-46 of the Ordinance, interim Fire Protection Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of a Final Assessment Resolution, based upon the rates of assessment approved herein.

(G) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law, or authorized by Section 10-45 of the Ordinance, shall be supplemented by any legally available funds, or combinations of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments.

(H) Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(I) The Assessment Roll, once approved, together with the correction of any errors or omissions as provided for in Ordinance 2015-10, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll.

SECTION 4. PUBLIC HEARING ON FINAL ASSESSMENT RESOLUTION.
Consistent with this Resolution, the Ordinance, and the Initial Rate Resolution, the City Manager shall schedule a public hearing for consideration of adoption of an Annual Assessment Resolution for the fiscal year beginning October 1, 2021. The City Manager shall cause due notice, and notice to all owners of the Assessed Property, to be given and published as to such public hearing, in the

manner required by Florida law, the Ordinance, and the Initial Rate Resolution. The public hearing is tentatively scheduled for September 13, 2021, at 5:30 p.m., at the Venetian Center, 1 Dozier Court, Leesburg, Florida 34748. At that time, the City Commission will hear comments from the public and affected property owners, and consider adoption of the Annual Assessment Resolution to re-impose Fire Protection Assessments on all non-exempt Assessed Property, to be collected on the same tax bill as ad valorem taxes.

SECTION 5. **NOTICE BY PUBLICATION**. The City Manager shall publish a notice of public hearing authorized by Section 4 hereof in the manner and time provided in the Ordinance. The notice shall be published no later than August 23, 2021, in substantially the form attached hereto as Appendix A.

SECTION 6. **NOTICE BY MAIL**. The City Manager shall also provide notice by first class mail to the owner of each parcel of assessed property in the event circumstances described in the Ordinance so require. Such notices shall be mailed no later than August 16, 2021. If the City determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Section 200.069, Florida Statutes, also fulfills the requirements of this section, then the separate mailing requirement will be deemed to be fulfilled by the TRIM notice.

SECTION 7. **EFFECT OF ADOPTION OF RESOLUTION**. The adoption of an Annual Assessment Resolution shall constitute final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the adopted Final Assessment Resolution.

SECTION 8. **SEVERABILITY**. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 9. **EFFECTIVE DATE**. This Resolution shall take effect immediately upon its passage and adoption in accordance with law.

PASSED AND ADOPTED at the regular meeting of the Leesburg City Commission held on the 28th day of June 2021.

THE CITY OF LEESBURG, FLORIDA

BY: _____
John Christian, Mayor

Attest: _____
ANDI PURVIS, City Clerk

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION
OF FIRE PROTECTION SPECIAL ASSESSMENTS**

Notice is hereby given that the City Commission of the City of Leesburg will conduct a public hearing to consider the imposition of annual fire protection special assessments for the provision of fire protection services within the municipal boundaries of the City of Leesburg.

The hearing will be held at 5:30 p.m. on September 13, 2021 at the Venetian Center, 1 Dozier Court, Leesburg, Florida, 34748 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Mrs. J. Andi Purvis, City Clerk, at (352) 728 – 9786, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment rate schedule:

Residential Property Use Categories	Rate per Dwelling Unit
Residential	\$87.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.05
Industrial/Warehouse	\$0.02
Institutional	\$0.15
Church	\$0.04

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

- a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;
- b. Mobile Home Park and Recreational Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance.
- c. Wholly tax exempt Church property used primarily for religious purposes.
- d. Exemptions are available only to property owners who timely filed a written application for exemption or who are otherwise entitled to an exemption under the Fire Protection Assessment Ordinance. Failure to file an application by the deadline shall be a complete waiver of the exemption for fiscal year 2021 – 2022. Those seeking an exemption under category (c) above must file

the referenced application in the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. The City Administrator determines eligibility for an exemption based on the information provided by the applicant.

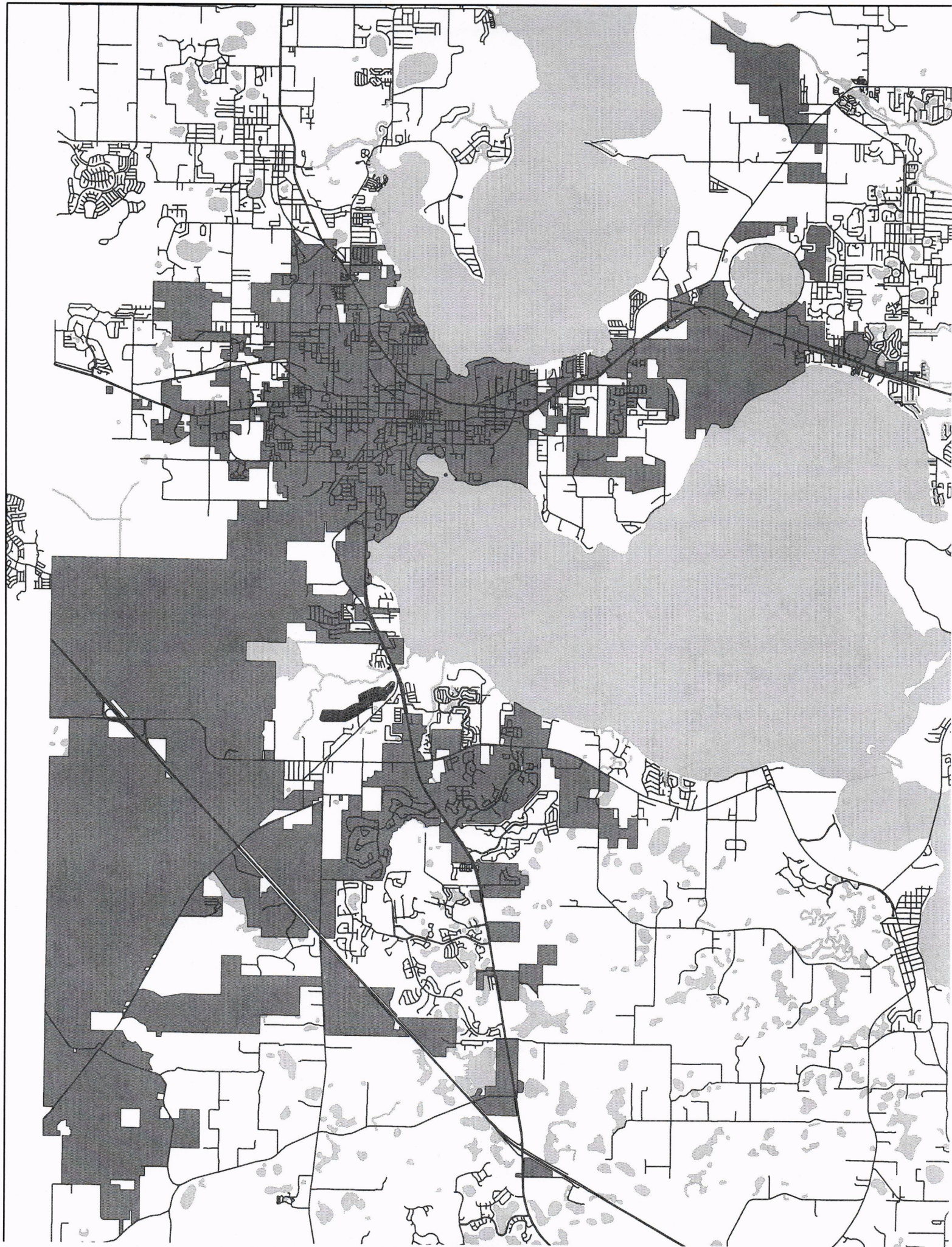
Copies of the Fire Protection Assessment Ordinance, the Initial Assessment Resolution and the preliminary Assessment Roll are available for inspection at the City Clerks Office, City Hall, located at 501 West Meadow Street, Leesburg, Florida 34748.

The fire protection service non-ad valorem assessment will be collected on the ad valorem tax bill to be mailed in November, 2021. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City at (352) 728-9783, Monday through Friday between 9:00 a.m. and 4:30 p.m.

{PLEASE INSERT CITY OF LEESBURG MAP HERE}

CITY COMMISSION
CITY OF LEESBURG, FLORIDA



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.4.

Meeting Date: June 28, 2021

From: Al Minner, (City Manager)

Subject: Discussion Item on Rails to Trails Funding

Staff Recommendation:
No formal action required.

Analysis:
Commissioner Pederson requested this discussion.

Procurement Analysis:

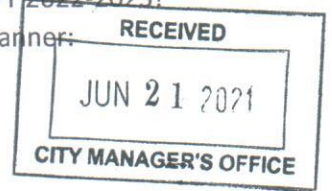
Options:

Fiscal Impact:

Submission Date and Time:

Dear Al:

As a resident, a trail user, and a downtown business owner in Leesburg, I am respectfully requesting that you support moving forward on the Leesburg Trails Project during this budget cycle for FY ~~2022-2023~~! Specifically, I am requesting that you fund our Leesburg Trails Project in the following manner:



LEESBURG TRAILS REQUEST

Tav-Lee Trail	\$125,000	Project Development & Environment (PD&E) Update
Connect Venetian Trail to trail that ends at the Mall that connects to downtown Tavares to connect to Mount Dora and Wekiva Trail. The cities of Tavares and Mount Dora and Lake County have applied for a \$25 million Federal grant to purchase the right of ways and operating railroad leases.		
After the PD&E is updated, the Tav-Lee becomes eligible for Design Funds from the State.		
\$4 million was included in State budget for Lake County for Wekiva and Lake Apopka Greenway design phases.		
Gardenia Trail	\$125,000	Project Development & Environment Update
Gardenia Trail (begins behind Palm Plaza) runs from Leesburg Wildwood Trail and goes to The Town of Lady Lake and can connect to The Villages		
After the PD&E is updated, the Gardenia becomes eligible for Design Funds from the state.		
Lake Denham Trail	\$250,000	Feasibility Study
7.28 miles – from Venetian Trail/Magnolia Trail to connect to PEAR Park and can connect to The Villages. Important to do this now before The Villages starts development and property costs increase.		

BENEFITS OF TRAILS THAT ARE CONNECTED TO REGIONAL TRAILS

- Increase the value of nearby properties. 6-10% increase on residential properties
- Influence business location and relocation decision. – 19 new businesses on trail in Clermont in 2020.
- Increase tax revenues in the communities where they are located. Clermont reports a 17% increase in commercial tax base.
- Boost spending at local businesses. Communities along trails, often called trail towns, benefit from the influx of visitors going to restaurants, snack shops and other retail establishments. On longer trails, hotels, bed and breakfasts, and outdoor outfitters benefit. -- Regional trail day-riders spend 4X that of local residents and overnight riders spend 8X.
- Make communities more attractive places to live. When considering where to move, homebuyers rank walking and biking paths as one of the most important features of a new community.

- Reduce medical costs by encouraging exercise and other healthy outdoor activities. Clermont studies report a \$2 savings in direct medical costs for every \$1 spent on trails
- Revitalize depressed areas, creating a demand for space in what were once vacant buildings.
- Provide low or no-cost recreation to families with low costs relative to other recreational services that could be provided by government.

As you are aware, trails will be a huge economic win for the City of Leesburg as well as its current and future residents. It is absolutely critical that we start the first step to local, regional, and state connectivity by funding these studies so that our City and its residents can reap the benefits.

Thank you for your time and consideration.

Most Sincerely,

A handwritten signature in dark ink, reading "Toni S. Marshall". The signature is written in a cursive, flowing style.

Toni Stokes Marshall, owner
UNcommon on Sixth